

## HEADS OF TERMS

### LAND AND WORKS AGREEMENT RELATING TO

### THE PROPOSED M25 JUNCTION 10/A3 WISLEY INTERCHANGE DEVELOPMENT CONSENT ORDER

### **SUBJECT TO CONTRACT**

#### **Background**

These Heads of Terms set out the principal terms and conditions on which the Royal Horticultural Society ('RHS') and Highways England ('HE') will enter into a Land and Works Agreement ('LWA' or 'Agreement').

The RHS wishes to ensure that the Land and Works Agreement addresses the concerns it has in relation to the M25 Junction 10/A3 Wisley Interchange Scheme (the Scheme), including the permanent acquisition and temporary possession of RHS' land at RHS Garden Wisley (the Garden) by HE. In particular the RHS seeks to mitigate the impact of the Scheme on the operation of the Garden and Wisley Village, particularly protection of the trees and design of the Overbridge.

HE wishes to work collaboratively with RHS with a view to minimising the effects of the Scheme on the Garden so far as practicable consistent with HE's need to deliver the Scheme in a timely and efficient manner.

These Heads of Terms are not legally binding and the parties acknowledge they may be shared with the ExA. The parties agree they will use reasonable endeavours to negotiate and complete a LWA within 2 months of the close of the Examination.

These proposals do not imply agreement with or acceptance of the Scheme by the RHS as currently promoted by HE. However, the RHS recognises the need for an M25 junction 10 improvement scheme and is prepared to work with HE to mitigate the effects of the DCO Scheme (notwithstanding that the RHS believes that its Alternative Scheme as referred to in its submissions to the ExA ought to be built instead).

#### **List of annexures**

- A. Draft Protocols
- B. Overbridge Plan
- C. Terms of reference for Working Group

<b>DEFINITIONS</b>	
<b>Agreement</b>	the Land and Works Agreement to be entered into by the parties further to these Heads of Terms.
<b>Contractor</b>	Balfour Beatty plc (Balfour Beatty) having its offices at 5 Churchill Place, Canary Wharf, London E14 5HU (or such other contractor as may be appointed and any sub-contractor that may be appointed)
<b>DCO</b>	A development consent order for which HE has made an application to the Secretary of State to authorise the construction, operation and maintenance/monitoring of the Scheme.

<b>Garden</b>	RHS Garden Wisley
<b>HE</b>	Highways England Company Limited of, Bridge House 1 Walnut Tree Close Guildford Surrey GU1 4LZ.
<b>HE's solicitors</b>	BDB Pitmans LLP Mark Challis, Partner T 0207 783 3413 E <a href="mailto:markchallis@bdbpitmans.com">markchallis@bdbpitmans.com</a>
<b>HE's Agent</b>	Richard Pugh Valuation Office Agency Wembley Valuation Office Brent Civic Centre Engineers Way London HA9 0JF  E: <a href="mailto:richard.w.pugh@voa.gsi.gov.uk">richard.w.pugh@voa.gsi.gov.uk</a>
<b>Land Plans</b>	The land plans forming part of the DCO application that have been allocated reference REP8-003 (being the most recent revision)
<b>Parties</b>	HE and RHS.
<b>Property</b>	The RHS Garden at Wisley Lane, Wisley, Woking GU23 6QB together with land in Wisley Village currently owned by RHS
<b>RHS</b>	The Royal Horticultural Society ("RHS")  (Reg charity no. 222879/SC038262)  80 Vincent Square, Westminster, London SW1P 2PE
<b>RHS's Agent</b>	Colin Cottage Bsc (Hons) MRICS Ardent Unit 113 The Print Rooms 164-180 Union Street London SE1 0LH  E: <a href="mailto:colincottage@ardent-management.com">colincottage@ardent-management.com</a>
<b>RHS's solicitors</b>	Richard Max Richard Max & Co LLP Solicitors 87 Chancery Lane London WC2A 1ET  T: +44 (0)20 7240 2400 E: <a href="mailto:Richard@RichardMax.co.uk">Richard@RichardMax.co.uk</a>

<p><b>RHS Highways Consultant</b></p>	<p>Mike Hibbert</p> <p>TTHC Ltd St James' Building Oxford Street Manchester M1 6EJ</p> <p>T: 0161 235 8600</p> <p>E: <a href="mailto:mhibbert@tthc.co.uk">mhibbert@tthc.co.uk</a></p>
<p><b>Scheme</b></p>	<p>The M25 junction 10/A3 Wisley interchange scheme promoted by HE as a nationally significant infrastructure project.</p>
<p><b>OPERATION OF THE AGREEMENT</b></p>	
<p><b>1. Provision of information</b></p>	<p>In order to ensure the effectiveness of the Working Group referred to in paragraph 2 below, HE will provide RHS with copies of such plans and other documents (including as the case may be draft documents) relevant to the construction of the Scheme in the vicinity of the Garden as HE (acting reasonably) considers appropriate (to include (without limitation)) the draft Construction Environmental Management Plan CEMP and any Traffic Management and works phasing plans) in each case so far as relevant to the effect of the Scheme on the Garden and will consider any comments made thereupon by RHS but not necessarily adopt any changes suggested by RHS.</p> <p>It is acknowledged that the CEMP to be approved by the Secretary of State pursuant to the requirements of the DCO will provide details of HE's overall strategy for managing the environmental impact of the Scheme during its construction and will include the matters specified in the relevant requirement of the DCO.</p> <p>This Agreement shall include reasonable provisions relating to the sharing of information relevant to Garden (to be provided in a timely manner with regard to progression of the works) by HE in relation to design changes which may be incorporated into the Scheme as part of detailed design.</p>
<p><b>2. Working Group</b></p>	<p>The RHS and HE will set up a Working Group to include the Contractor, the purpose of which will be to ensure the parties work together to avoid where possible and minimise any impacts of the Scheme on the Property and RHS' usual operation of the Garden, any periodic events or promotions, and the planned opening of ongoing investment projects, in each case so far as reasonably practicable and consistent with the timely and effective implementation of the Scheme.</p> <p>The Agreement will include provisions relating to the agreement of Terms of Reference for the Working Group.</p>

	<p>The parties forming the Working Group will co-operate with each other and use their reasonable endeavours to ensure that the provisions of these Heads of Terms and the Agreement are implemented.</p> <p>Through the Working Group, HE and the Contractor will at all times keep RHS advised of progress with the Scheme works and any issues that might impact on the Property in a timely fashion.</p> <p>The Working Group will meet at least once a month or at such other frequently as it may decide.</p> <p>The Working Group will commence meeting formally in May 2020 and will:</p> <ul style="list-style-type: none"> <li>• comply with the terms of reference.</li> </ul> <p>Prior to any works commencing to use all reasonable endeavours to procure the agreement of the Parties the following protocols:</p> <ul style="list-style-type: none"> <li>• Pre-Start Protocol;</li> <li>• Temporary Works Protocol;</li> <li>• Communications Protocol;</li> <li>• Events Protocol;</li> <li>• Temporary Signage Protocol;</li> <li>• Emergency Services Protocol;</li> <li>• Rapid Response Protocol;</li> <li>• Permanent Visual Protocol – signage and landscape; and</li> </ul> <p>Draft Protocols are annexed at Annex A</p>
<p><b>3. Pre- start timetable</b></p>	<p>The parties will work actively and co-operatively to prepare for the commencement of construction works forming part of the Scheme, including:</p> <ul style="list-style-type: none"> <li>• using reasonable endeavours to agree the Pre-Start Protocol</li> <li>• the sharing of a pre-start timetable for key actions pre-start, particularly mitigating impacts on RHS Wisley</li> <li>• notifying RHS of any early or enabling works which HE may carry out, to mitigate the effects of the Scheme on the Property; and</li> <li>• ensuring that the Communications Protocol is in place providing for named points of contact for each party (and the Contractor) before the start of works.</li> </ul>
<p><b>4. Communication and Cooperation</b></p>	<p>The parties will work actively through the Working Group, Protocols and agreed liaison processes to communicate and cooperate to enable the delivery of the Scheme with the minimum impact on the Property and its users, so far as reasonably practicable and consistent with the timely, cost efficient and effective implementation of the Scheme.</p>

	<p>HE will make reasonable traffic monitoring information relevant to the Gardens which may include;</p> <ul style="list-style-type: none"> <li>• Traffic flow information</li> <li>• Incident reports</li> </ul> <p>available to RHS as soon as reasonably practicable and in any event not later than 14 days prior to any major event due to take place at the Garden.</p> <p>A draft Communications Protocol is annexed to these Heads of Terms at Annex A.</p>
<p><b>5. Relationship between HE and HE's Contractor</b></p>	<p>It is acknowledged that the Contractor will in connection with the Scheme at all times act on behalf of HE and that HE shall be responsible for securing the Contractor's compliance with the provisions of these Heads of Terms and the Agreement.</p> <p>HE will attend all Working Group meetings.</p>
<p><b>THE SCHEME – TEMPORARY WORKS</b></p>	
<p><b>6. Accommodation Works</b></p>	<p><b><u>Footpath 7</u></b></p> <p>HE will ensure that there shall be suitable access arrangements for visitors to the Garden arriving via Footpath 7 (or who would do were it available for use) until the Permanent Works to construct the new Wisley Lane overbridge across the A3 are completed and the bridge is open and capable of use.</p> <p>HE will liaise with RHS and the bus operating company and will use reasonable endeavours to seek to maintain the current bus service for RHS staff and visitors during the construction of the Scheme either by maintaining the existing arrangement until the new facility is complete or through other suitable temporary arrangements.</p> <p><b><u>Construction Compound at Nutberry Farm</u></b></p> <p>HE will use reasonable endeavours to mitigate the impact of its use of the Nutberry Farm compound on the Ockham Park gyratory and Mill Lane in accordance with the mitigation measures to be included within the CEMP and Traffic Management Plan.</p> <p>HE and HE's Contractor will liaise with RHS regarding access to and from the Nutberry Farm compound so far as may be relevant to RHS' access to and from the Gardens via Mill Lane.</p> <p>HE will use reasonable endeavours to ensure that RHS's entrance to the Garden from Mill Lane is maintained unimpeded at all times (save in the event of an emergency). Further information will be recorded</p>

in the Traffic Management Plan to be approved by the Secretary of State under the DCO requirements.

**Overbridge Construction and Wisley Lane**

HE will ensure that the construction of the Wisley Lane overbridge and associated works are carried out to minimise disruption to staff and visitors to and the Garden, so far as reasonably practicable and consistent with the timely and effective implementation of the Scheme.

HE will endeavour to ensure throughout the DCO Construction that any road closures that may affect access to the RHS gardens will be at night.

HE does not propose or intend to close effective access to the Gardens according to its usual day, night and evening/morning time activities.

In the event that due to unforeseen and unavoidable circumstances arising during the course of the works on Wisley Lane or on the A3 in the vicinity of the Garden entrance it is not possible to maintain reasonable public access to the Garden (for appropriate visitor numbers) then

- Highways England will immediately inform RHS of this and when Highways England anticipates that such access will be available
- Highways England will use all reasonable endeavours as a matter of priority to make such access available at the earliest opportunity

In the event that due to unforeseen and unavoidable circumstances arising during the course of the works on the A3 or Wisley Lane in the vicinity of the Garden it is not possible to maintain reasonable access to the Garden when closed to the public then RHS shall be informed immediately.

Attached as Annex B is a concept plan showing how HE intends to undertake the overbridge works at Wisley Lane and HE will co-operate with RHS to identify a full design solution and construction methodology which minimises the impact on the Garden, so far as reasonably practicable and consistent with the timely and effective implementation of the Scheme.

**Access to Compound**

Subject to RHS granting HE all necessary rights to do so, HE will construct and pay for a suitable track and fencing to enable the RHS to access its compound shown on the Plan at Annex B.

**Inset "A"**

The RHS will apply at its own cost to the LPA for planning permission for the new accessway shown at

	<p>Inset A on the Plan at Annex B which HE will support. In the event that planning permission is granted and subject to RHS granting HE all necessary rights to do so, HE will construct this permanent access way at its expense as part of the DCO Scheme.</p> <p><b>Access to Wisley Lane strip (plot 2/27a)</b></p> <p>HE will use reasonable endeavours to facilitate vehicular access for RHS to plot 2/27a following completion of the Scheme, but for the avoidance of doubt HE shall not be obliged to acquire third party land in order to facilitate such access.</p> <p>It is acknowledged by the Parties that pedestrian access to plot 2/27 will be effected via the footpath forming Work No. 33(h).</p> <p><b><u>Litter and debris</u></b></p> <p>HE will ensure that litter and debris in the near vicinity of the Garden arising from construction activities will be cleared in a timely manner and that temporary construction working areas will be maintained in neat and tidy order.</p> <p>A draft Temporary Works Protocol is annexed to these Heads of Terms at Annex A.</p>
<p><b>7. Signage and Advance Information</b></p>	<p><b><u>Temporary Signage</u></b></p> <p>The location of temporary diversion signage relating to RHS Wisley will be discussed with RHS in advance and HE will have regard to any reasonable representations made by RHS. This will include signage related to the management of events at RHS Wisley, with appropriate notice periods. Temporary signage will comply with the Traffic Signs Manual.</p> <p><b><u>Advance Information</u></b></p> <p>In addition to clause 4 above HE will confirm final arrangements to the RHS of traffic routing changes at least 14 days before those changes come into effect. RHS will confirm HE of any specific events it intends to hold at least 28 days before those events are scheduled to take place. The parties will liaise through the Working Group to ensure the impact of traffic routing changes on visitors to the Garden is minimised so far as reasonably practicable and consistent with the timely and effective implementation of the Scheme.</p> <p><b><u>Temporary Garden signage</u></b></p> <p>HE will ensure that large appropriate signs for the RHS Garden are provided at agreed points on the boundaries of the garden and that direction signs are erected on the M25 and the Ockham roundabout in accordance with the requirements of the applicable technical standards.</p>

	Draft signage Protocols have been annexed to these Heads of Terms at Annex A.
<b>8. Access and emergency provisions</b>	<p>HE will use reasonable endeavours to mitigate delays to access and egress to and from the Garden so far as reasonably practicable and consistent with the timely and effective implementation of the Scheme.</p> <p>The access arrangements will be recorded in the Construction Environmental Management Plan (CEMP) and the Traffic Management Plan (as appropriate).</p> <p>Draft Emergency Services and Rapid response protocols have been annexed to these Heads of Terms. Access for Emergency Vehicles to the Garden will be provided by HE at all times.</p>
<b>9. Noise</b>	<p><b>Use of Best Practicable Means</b></p> <p>In construction of the authorised works, HE shall employ Best Practicable Means (BPM) to mitigate as far as is reasonably practicable any noise to and within the Property which may arise from the HE works in accordance with the CEMP</p>
<b>THE SCHEME – PERMANENT WORKS</b>	
<b>10. Existing shared environments</b>	<p>Highways England's plans do not involve any interruption to any such services but in any event the Parties will work to ensure that, so far as reasonably practicable, any and all shared infrastructure, drainage, power or water services, natural hydrology, etc. is maintained without interruption or disturbance throughout the construction of the Scheme.</p> <p>In so far as consistent with its obligations under the DCO, HE will seek to agree with RHS all details relating to new boundary treatments as a consequence of the works.</p>
<b>11. Trees Adjoining the A3 Boundary</b>	<p>In connection with Requirement 18 at Schedule 2 of the draft DCO, HE will (to the extent that the same has not been disclosed previously) share survey data produced in relation to the Redwood Trees adjoining the A3 boundary.</p> <p>HE undertakes it will not knowingly or recklessly harm or damage the trees on RHS Land as specified on a tree plan to be agreed between the Parties (acting reasonably) the Parties to use as a basis for endeavouring to reach agreement the plan that has been allocated reference REP11-052</p>
<b>12. Village Plots + Plots 11/1-4 and 11/6</b>	In relation to HE's proposed SPA compensation works to Plots 11/2 and 11/3 to create woodland pasture, HE will seek (without prejudice to its powers under the DCO) to agree the nature of the powers of temporary

	<p>possession and permanent rights which HE may be authorised to acquire over plots 11/1-4 and 11/6 .</p> <p>The agreed arrangements will be recorded in the Handover Environmental Management Plan (HEMP).</p>
<b>13. Permanent Signage</b>	<p>HE and RHS will seek to agree the details of appropriate permanent signage including a direction sign to the Garden on the M25 and the A3 at the Ockham Park gyratory in accordance with the signage strategy previously shared with RHS and any applicable technical standards. The cost of the permanent road signage will be borne by HE.</p> <p>A draft Permanent Visual Protocol is annexed to these Heads of Terms at Annex A.</p>
<b>POWERS AND PAYMENTS</b>	
<b>14. Exercise of land use powers in the DCO</b>	<p><b>Land</b> Land owned by RHS shaded pink (the "Permanent Land") on the Land Plans being land proposed to be acquired permanently by HE for the purpose of constructing and operating the Scheme.</p> <p><b>Permanent Rights Land</b> Land owned by RHS shaded blue (the "Permanent Rights Land") on the attached Land Plans where permanent rights over the land are sought.</p> <p><b>Temporary Possession Land</b> Land owned by RHS shaded in green on the Land Plans (the "Temporary Possession Land") to be used temporary for the purposes of the Scheme</p> <p><b>If land is not required</b> HE will not acquire or retain land owned by RHS that in the event following detailed design is not required for the Scheme</p>
<b>15. Notices</b>	<p>Notice will be served on RHS by HE providing not less than three months' notice of HE's intention to acquire the Permanent Land or rights over the Permanent Rights Land.</p> <p>HE will give at least 28 days' notice of its intention to take temporary possession of the Temporary Possession Land and will give a greater period of notice where reasonably practicable.</p>
<b>16. Land Compensation</b>	<p>The parties acknowledge that RHS will be entitled to compensation arising from the compulsory acquisition or use of its land (or rights over) in order to implement the Scheme and that the assessment of the compensation due will be made in accordance with the Compensation Code.</p>

<p><b>17. Dispute Resolution</b></p>	<p>Any disputes, other than in relation to compensation, will be referred to senior representatives of each party (to be specified in the Agreement) for determination, unless otherwise agreed by the parties.</p> <p>If agreement cannot be reached following reference to the parties' senior representatives, the dispute in question shall be referred to arbitration in the absence of agreement to use another form of alternative dispute resolution in the circumstances arising.</p> <p>Any disputes in relation to compensation may be referred to mediation/arbitration before proceeding to the Upper Tribunal.</p> <p>Nothing in the Heads of Terms or the Agreement will limit the ability of either party to refer any disputed compensation matter to the Upper Tribunal (Lands Chamber) for determination.</p> <p>In case of any operational level disagreement the Director General of the RHS will discuss the issue in question with the HE Regional Director and the parties will attempt to settle the matter before reference to Dispute Resolution.</p>
<p><b>18. Programmes</b></p>	<p>The RHS to share its garden events programme with HE for inclusion in a monthly coordinated RHS and HE programme with a 12 month look ahead.</p>
<p><b>19. Survey Access</b></p>	<p>Any surveys carried out in advance of the completion of the Agreement or the making of the DCO shall be governed by a licence agreement to be entered into between the RHS and HE (both parties acting reasonably).</p> <p>HE or its Contractors to provide Risk Assessment and Method Statement not less than seven days prior to survey access.</p>
<p><b>20. Reinstatement</b></p>	<p>Following the temporary occupation of the Temporary Possession Land and the acquisition of rights in the Permanent Rights Land, HE will use reasonable endeavours to seek agreement with the RHS (acting reasonably) as to the reinstatement of the Temporary Possession Land and (as appropriate) the Permanent Rights Land which shall be to RHS's reasonable satisfaction as a horticultural charity, subject to any contrary arrangements which may be imposed on HE under the DCO requirements.</p> <p>The reinstatement will be recorded as part of HE's scheme for the restoration and/or landscaping of any DCO land used temporarily for construction purposes</p>

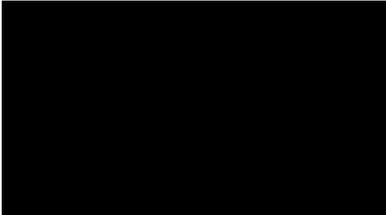
	<p>and as part of the landscaping scheme approved under the requirements of the DCO.</p> <p>A draft Permanent Visual Protocol is annexed to these Heads of Terms at Annex A.</p>
<b>CONDITIONS</b>	
<b>21. Disclosure</b>	The terms of the Heads of Terms and the Agreement may be disclosed to the ExA and the Secretary of State.
<b>22. Termination by HE</b>	<p>The Agreement will terminate if one of the following events occur:</p> <ul style="list-style-type: none"> <li>• HE notifying the RHS in writing that the Scheme has been abandoned;</li> <li>• HE notifies the RHS in writing that the Secretary of State has determined not to make the DCO;</li> <li>• HE has not exercised any of its powers under the DCO before the fifth anniversary of the DCO coming into force;</li> </ul> <p>HE will notify the RHS of any of the events detailed above as soon as is reasonably practicable after the relevant event occurs.</p>
<b>23. Variations</b>	Variations to the Agreement are to be made in writing, subject to consent of both parties
<b>24. Fees and costs</b>	<p>HE will reimburse RHS's reasonable professional fees (including, but not limited to, surveyors, legal, and highways consultants' fees) incurred as part of the negotiation and completion of the Agreement.</p> <p>HE will meet the reasonable and properly incurred costs of the RHS appointing a liaison officer for the duration of works to Wisley Lane, such costs to be assessed in accordance with the Compensation Code and shall not exceed- [£30k pa pro rata'd to 3 x days per week].</p> <p>Payment of reimbursable fees and costs will be made within 28 days of invoices with accompanying time sheets being approved by HE.</p>
<b>25. Timeframe for completion</b>	<p>The parties will use reasonable endeavours to agree these Heads of Terms prior to the completion of the DCO examination process, and thereafter to use reasonable endeavours to negotiate and complete the terms of the Agreement which shall be based substantially on these Heads of Terms within 2 months of the completion of the DCO examination.</p> <p>In the event that the parties cannot agree the Heads of Terms before the completion of the DCO examination, they will continue to use reasonable endeavours to do so no later than the date on which</p>

	the Secretary of State is due to take a decision on whether to make the DCO.
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**For the RHS**

Name: David Alexander

Position: Principal Surveyor, RHS



Signed:

Date: 10 July 2020

**For Highways England:**

Name: Jonathan Wade

Position: Project Manager, M25 Junction 10 /A3 Wisley Interchange Scheme

Signed:



Date: 10 July 2020

## **ANNEX A – DRAFT PROTOCOLS**

## **M25 J10 DCO – Land and Works Agreement**

Draft headline Protocols for reference in the Heads of Terms Agreement

*This version 3 following the sub-group meeting at Wisley 26/06/20 between RHS and Balfour Beatty*

### **Overview**

These Protocols expand on the provisions of the L&WA Heads of Terms and to support the Terms of Reference of the Working Group. They are examples of RHS operational needs for the benefit of Highways England and it is expected that these outline documents are developed by the Working Group in parallel with the L&WA for completion within 2 months of the close of the DCO.

By close working together it is anticipated that RHS skill and knowledge of the garden can be matched to HE expertise on road projects. The aim is to maintain the charitable and economic importance of Wisley to the RHS and as a regional destination garden attracting a large number of visitors, alongside the imperatives of the road scheme.

The following is a summary of each work streams aims, with examples.

### **Pre- Start**

Because of the RHS needs to plan customer traffic to Wisley well in advance of seasonal activity, Events and good/bad weather, the RHS wishes to avoid DCO work starting without notice. This Pre-Stat process will set the parameters for other Protocols.

A contact list will be agreed by each party covering the areas of Operations, Events, Communications, etc.

Preparing for large amounts of design information to be received and assimilated and responded to. BB will provide a schedule of relevant documents.

Predicting the start of Enabling works as early as possible so we can advise members and visitors e.g. on the website from say September 2020. E.g.: Communicating the effect of enabling works (e.g. Nutberry Farm compound construction)

The Working Group will need to address spring 2021 RHS events prior to November 2020

A Table of Events with milestones will be developed at the July Working Group, including start dates, activities, communications, mitigations and the roads affected.

The BB Wisley Phasing diagram and Lane closures diagram will be reviewed at each Working Group.

### **Temporary Works**

The RHS works hard to present its garden as an attractive and desirable destination that functions smoothly. The RHS will collaborate and where possible contribute to maintaining that appearance during roadworks. As examples:

The attractive entrance garden and sign at the A3/Wisley Lane junction will be an early casualty of the scheme whilst the overbridge is constructed at the garden entrance - effectively the 'front door' will be longer be visible or inviting. A hoarding to conceal HE activity and allow the RHS to put up branded messaging during the works would preserve the RHS message and contribute to communications and a pleasant and professional presentation of the project.

The use of the RHS car park feeder road or the RHS in/out onto Wisley Lane (Inset A on the RHS plan) is an opportunity for the RHS to offer an element to the scheme that is outside the DCO redline but which may be operationally beneficial for both parties.

HE and BB will put forward any examples of similar projects where temporary arrangements have been used successfully.

The Working Group will have a standing agenda item for Lessons Learned. The use of traffic data such as ANPR will be used to assist this.

The arrangements for bus services, bus stops locations, and associated footpaths is an opportunity to better the situation during the works. A Green Travel alternative for garden visitors is an RHS aim.

HE will diligently remove rubbish from the highway and the RHS boundary.

## **Communications**

The RHS has a well-resourced Communications and PR team centrally that is concerned with all RHS members, also an active site-based team that will focus on all visitors to Wisley. These teams will want to establish good working arrangements with their equivalent teams in HE/BB to understand each other's ways of working. It is suggested that this is a key area where good practice and joint working will benefit both parties and achieve an external impression of collaboration.

Designated posts: The Heads of Terms provides for an RHS staff post at HE cost for day to day communication channel with the BB Stakeholder Liaison Officer.

Site level contact with RHS Operations and Front of House team leaders - in person, by phone or email and face to face for day to day matters and response situations.

Senior site level interaction – for example the Estates or Head of Site team for more major planning – such as the September Flower Show.

RHS central Communications and Membership and Editorial teams – for longer term planning and explanatory material – for example developing and agreeing key messages for use in mailings to all members, or coverage in the RHS Garden Magazine.

Branding of information and signage will be an important RHS consideration.

The RHS project management 'KIPs Communication Channels' will be adapted for use on the project. Agreement on appropriate methods of Communications will follow.

## **Events**

For the RHS its events provide an important way of attracting visitors to see the garden at its best, and to experience the activities which are important to the RHS. The site is big and can accommodate a large number of people, including parking down Wisley Lane to the RHS land in Wisley Village. The logistics for this require long term planning and are complex. The RHS Events team based at Wisley are experts in this and can assist HE in reducing impacts.

The Opening of major RHS projects in June 2021 will be a significant event outside of the usual RHS Calendar that will need careful planning.

The Working Group will at each meeting review planning for major events such as the Glasshouse spring event and the September Flower Show.

Sharing the RHS Events calendar and explaining the lead-in times, critical aspects of each event, and how mitigations can be achieved.

Understanding the constraints of the DCO scheme and reacting to timescales, closures and diversions,

Managing deployment of RHS overflow car parking in Wisley Village and with Marshals on Wisley Lane to control the use of car parking in Wisley Village and foot traffic and buses along Wisley Lane.

### **Temporary Signage**

The RHS understands that the road scheme will require diversions, and RHS Events and viistorship may also require specific provision. By coordinating on this any confusion can be avoided and a professional approach demonstrated to the benefit of all.

The Working Group will engage in:

- Dialogue on the location, design and consistency of temporary signage and branding of those;
- Collaboration on the locations of signage so that Highways requirements can match those the RHS perceive to be needed for the geographic spread and demographic nature of its visitors;
- Timely warning and implementation of changes to temporary signage;
- The use of all readily available systems ranging from M25 matrix signs (most RHS visitors come from up to 1.5 hours away) to standalone A frame signs;
- Signage on the A3 to slow down and assist in orientating RHS visitors.

### **Emergency Services**

The RHS has a developed Emergency services procedure at several site entrances, managed by its Front of House and Security team. We work closely with each service (Including Terrorism) to establish good relationships and some services, particularly ambulance are frequently called on.

The RHS need to maintain existing procedures and have good knowledge and agreement on necessary changes. Carrying out test scenarios with the emergency services will be arranged to manage:

Foreseeing long term impacts and considering making changes to routes and contacts before the road scheme starts

Shared messaging to emergency services to avoid any confusion

Flexibility during emergency situations by all parties to accommodate short term needs

## **Rapid Response**

Wisley is prone to a number of situations where a quick response is needed to manage situations beyond its control. The main reasons are good or bad or extreme weather, incidents and events, VIP visits and security situations, and unusual hours openings needs.

A duty manager 'hotline' communication route to advise Highways England of expected changes to traffic, normally sudden increases due to good weather.

Management of expectations so that such changes are not seen as a surprise and traffic routing and signage can be accommodated if needed

Potential for changes to established procedures, for example the RHS use of overflow parking in Wisley Village instead of in the main car park, and the use of traffic marshals.

The availability of recovery vehicles where they can easily access RHS traffic (potentially based on RHS land)

## **Permanent visuals: signage and landscape**

The garden entrance signs off the A3, leaving Wisley Lane, and within the car park are part of a new branded package of an Arrival Sequence that is married to the landscaping surrounding it. The temporary and permanent land take of the ornamental garden approach will require similarly high-quality replacement of these areas which the RHS will wish to benefit from and contribute to at an early stage, including:

- Location of new RHS Garden entrance signs off the A3 and along the M25 boundary to RHS land;
- Provision of revised tourist signs;
- Highways routing signs that do not cause issues to the RHS traffic.

And with regard to landscaping:

- Land forming and sightlines to the approach to the garden;
- Tree and plant selection;
- Road gradient and curvature with regard to traffic management leading in/out of the garden

HE will undertake 3D modelling of the Overbridge and Garden entrance in a timely manner to meet the objectives set out above.

## **ANNEX B – OVERBRIDGE PLAN**



**ANNEX C – TERMS OF REFERENCE FOR WORKING GROUP**



## **Terms of Reference**

### **Between Highways England, Balfour Beatty and RHS Wisley**

#### **1. Introduction**

The RHS Working Group provides a platform to host meaningful, positive and effective conversations. By aiding an honest and open dialect between all parties we can understand the concerns / impacts / needs raised by RHS Wisley which we can begin to mitigate and plan for both pre / during and post construction impacts.

#### **2. RHS working group**

##### **2.1. Purpose and role of the group**

Highways England and BBA want to work together with RHS Wisley by hosting a working group (WG) that will aim to:

- Understand the needs and concerns of RHS Wisley
- Seek early mutual agreement on mitigation measures
- Work openly and effectively both pre / during and post construction
- Review and monitor the progress made within the working group
- Understand the communication requirements needed for RHS
- Act as a central hub for discussion
- Develop agreed working practices as expressed in the RHS draft protocols document
- To resolve the inevitable many and minor issues that cannot realistically be included in the DCO and L&WA agreements

##### **2.2. Benefits**

The benefits of the WG are:

- Ability to have a range of voices in one call / room
- Encourage new ideas and innovative ways of working
- Provide the time to understand people's views, technical information and complexities
- Create considered and effective solutions that can lead to positive outcomes
- Open relevant and effective lines of communication
- Achieve common goals

##### **2.3. Attendees**



The group will consist of standard attendees (see figure 1 below), with additional specialist invitees attending as and when required.

**Figure 1 – Fixed RHS WG attendees**

<b>Name</b>	<b>Role</b>	<b>Accountable for</b>
[REDACTED]	RHS Principal Surveyor	<b>RHS Estates</b>
[REDACTED]	RHS Strategic Programme Manager, Wisley	<b>RHS Operations</b>
[REDACTED]	Consultant Planning Solicitor	
[REDACTED]	Consultant Surveyor and Valuer	
[REDACTED]	Package Director BBA	
[REDACTED]	Project Manager	
[REDACTED]		
[REDACTED]		
[REDACTED]		
[REDACTED]	Customer Lead for J10	
[REDACTED]		

**2.4. Chairperson and facilitator**

The chair for this meeting will be nominated and rotated every 3 months which will include BBA, HE, and RHS.

Gemma LLOYD, the BBA customer lead for the M25 J10 scheme will record any actions that come out of the meeting, organise agendas and set up meetings in diaries.

The RHS will seek to appoint a similar lead administrator to coordinate RHS teams and activities

**2.5. Duration, frequency**

The WG will be held monthly, on the second Wednesday of each month. This frequency has been set up until December 2020. At which point we will review the duration and frequency again.

**2.6. Agenda**

A fixed agenda (see annex 1) has been designed to help conversation continue and flow each month, with each item being led by the most appropriate person.

## 2.7. Review

To ensure this working group works effectively a review will take place every 3 months to reflect on what has worked well, what could be developed/improved, share lessons learnt. These amends and changes will then be fed into the ToR and shared with the attendees of the call.

### Annex 1 – fixed WG agenda

<b>Location</b>	MS Teams	<b>Date &amp; Time:</b> 20/5/20 10am-12pm	
<b>Invitees</b>	Highways England – ██████████ VOA – ██████████ BDP Pitmans – ██████████ Balfour Beatty Atkins – ██████████ RHS Wisley – ██████████ ██████████		
<b>No.</b>	<b>Item</b>	<b>Owner</b>	
1	<b>Actions from last meeting</b>		
2	<b>Progress to date</b> (to include DCO update / work undertaken / scheme info / detailed design)		
3	<b>Planned work</b> (3-6 month look ahead)		
4	<b>Current Temporary Traffic Management</b> (Feedback on current arrangements)		
5	<b>Event update from RHS</b>		
6	<b>Communications to Public / RHS Members &amp; Visitors</b>		
7	<b>Environmental update</b>		

	(Works to compensation areas)	
<b>8</b>	<b>AOB</b>	