

**THE LONDON BOROUGH OF BARNET (BRENT CROSS CRICKLEWOOD)**

**COMPULSORY PURCHASE ORDER (No. 1) 2015**

---

**STATEMENT OF CASE OF**

**HI (BRENT CROSS) LIMITED**

---

**1. Introduction**

- 1.1 HI Brent Cross Limited (“HI Brent Cross”) is the freehold owner of the Holiday Inn, Brent Cross (“The Hotel”) and submitted a formal objection to the above mentioned compulsory purchase order (‘the Order’) by means of a letter dated 26 May 2015 from its solicitor King & Wood Mallesons.
- 1.2 LRG Hotels Group (UK) Limited (“LRG”) holds the leasehold interest in the Hotel and is the operator of the Hotel. LRG is also the owner of HI Brent Cross, having purchased the company. This Statement of Case is accordingly to be taken as representing the views and concerns of LRG, as lessee and operator, as well as those of HI Brent Cross.
- 1.3 Holiday Inn is a long established and global hotel group operating 3,400 hotels worldwide. HI Brent Cross has operated as the Holiday Inn, Brent Cross since 1995, under a franchise agreement with IHG Hotels. The Hotel provides 154 bedrooms together with meeting and conference facilities. The Hotel turnover is in excess of £5.5 million per annum.
- 1.4 Access to the Hotel on foot, by way of public transport, is possible, but a shuttle bus service is operated to and from Brent Cross underground station. The majority of guests and other uses of the Hotel facilities travel by car. The Hotel has the benefit of 143 on-site car parking spaces (including 8 disabled spaces) and a coach parking space. Vehicle access to the Hotel is at the western end of the site adjacent to a roundabout on Tilling Road, access is gained from the North Circular West and East.
- 1.5 The London Borough of Barnet (“the Council”) issued the London Borough of Barnet (Brent Cross Cricklewood) Compulsory Purchase Order (No.1) 2015 (“the Order”) on 29 April 2015 pursuant to its powers under Section 226(1)(a) of the Town and Country Planning Act 1990 and Section 13 of the Local Government (Miscellaneous Provisions) Act 1976. The Order proposes permanent acquisition of the entirety of HI Brent Cross’s interests in the Hotel which are the freehold interests in plots 104, 105 and 108 as shown on the Order plan and described in the Order Schedule.

## **2. Acquisition of the Hotel**

- 2.1 The Statement of Reasons accompanying the Order makes clear that the Council is promoting the Order to facilitate the development, re-development and improvement of the Order Land by way of a major mixed use development ("the Scheme"), which was granted outline planning permission on 23 July 2014 pursuant to an application made under Section 73 of the Town and Country Planning Act 1990. The original planning permission for the Scheme was granted on 28 October 2010.
- 2.2 Guidance on the use of compulsory purchase powers, formerly set out in Circular 06/2004, is now contained in the *Department for Communities and Local Government Guidance on Compulsory purchase process...* published in May 2015. This states, at section 12, that "a compulsory purchase order should only be made where there is a compelling case in the public interest".
- 2.3 Land comprising part of the Hotel is sought in connection with the proposed replacement and widening of what is referred to as the Templehof Bridge, referred to at 5.6.8.1(b) of the Statement of Reasons. This is confirmed at 2.54 of Appendix 2 to the Council's Statement of Case which states that "*The Holiday Inn site is required for works to the Templehof Avenue and associated new (sic) over the A 406 (Bridge Structure B1) including the realignment of the Templehof Link Road to Tilling Road, all of which surrounds the site on three sides The land is required in part permanently to provide structural works comprised in the bridge works, and to provide long-term mitigation measures, as well as temporarily for construction and mitigation purposes during the construction period. The hotel building itself is not required but has been included in the Order to facilitate potential mitigation works.*"
- 2.4 It is evident from the drawings produced for the Council and its Development Partners, and from the Council's Statement of Case, that the extent of land required from the Hotel, primarily in order to enable the widening of Templehof Bridge and realignment of the link road to Tilling Road ("the Works"), is limited to areas of the Hotel car park.
- 2.5 No grounds are stated in either the Statement of Reasons or the Statement of Case for acquisition of the interests in the Hotel in its entirety, and it is not considered by HI Brent Cross that it is necessary to do so. Accordingly it cannot be said that there is a compelling case in the public interest for acquisition of the whole of the Hotel.
- 2.6 The acquisition and closure of the Hotel would not be in the best interests of the economic well-being of the area, being one of the grounds on which the Order was made.
- 2.7 HI Brent Cross therefore objects to the Order insofar as it relates to the acquisition of the interests in the Hotel as provided for in the Order.

## **3. Acquisition of part of the Hotel**

- 3.1 It is apparent that, if the Works are carried out as HI Brent Cross understands is currently proposed, the principal impact on the Hotel will be that:
  - i) a substantial portion of the car park will be required to be occupied temporarily during the carrying out of the Works; with a loss over an 18-month period of 100 spaces.

- ii) some 38 parking spaces and the coach parking bay will be lost permanently; and
  - iii) the existing vehicle access to the Hotel will be closed and replaced with a new access direct off Tilling Road.
- 3.2 The provision and availability of suitable and sufficient car and coach parking for Hotel guests and customers of its facilities are essential to the continued operation of the Hotel. An inability for guests and customers to be able to park when arriving by car would result in very substantial short-term, and potentially long-term, damage not only to the business but to its reputation and the Holiday Inn 'brand', and would potentially also cause significant local traffic and parking difficulties as car drivers seek alternative parking.
- 3.3 HI Brent Cross does not object in principle to the temporary and permanent loss of land in order to enable the Works to be carried out. It does however object to the loss of any of its land, and to interference with access, unless sufficient undertakings are made by the Council and its Development Partners to minimise disruption to the operation of the Hotel and to ensure that the Hotel can continue to operate without significant interference both during, and following completion of, the construction of the Scheme.
- 3.4 At Appendix 1 to its Statement of Case the Council states that "*Where reasonably practicable and proportionate to do so, and as the detailed design of the proposals progresses, the Council and the Development Partners will seek to reduce the scope of land to be acquired and/or mitigate the impact of the proposals on retained land*". HI Brent Cross considers that the reduction in the scope of land to be acquired is both practicable and proportionate, that the detailed design of the proposals has now been worked up to a sufficient degree to enable the extent of the land reasonably required to be identified, and that mitigation measures are required to minimise the impact of the loss of land and the carrying out of the Works on the Hotel.
- 3.5 In the absence of suitable firm undertakings which give HI Brent Cross sufficient assurance that the carrying out of the Works and the loss of car parking and closure and replacement of the vehicle access will enable the continued operation of the Hotel without significant adverse impact, the only option would be to close the Hotel and require that the Hotel is acquired in its entirety. This would however be prejudicial to both HI Brent Cross's firm wishes and interests and to the economic well-being of the area (paragraph 2.6 above.)
- 3.6 Accordingly HI Brent Cross seeks a firm and legally binding undertaking from the Council to include suitable and satisfactory provision in respect of the following:
- i) The availability of sufficient car and coach parking spaces to meet the Hotel's car parking requirements during the period of the Works, if necessary by temporary replacement of those spaces on other land adjacent to the Hotel.
  - ii) The carrying out of satisfactory accommodation works, and the conveying to HI Brent Cross of additional adjoining land in the Council's or its Development Partners' ownership, following completion of the Works, for provision of car parking to replace the parking spaces permanently taken.
  - iii) A suitable permanent replacement of the coach parking bay.

- iv) Consultation with HI Brent Cross and the Hotel operator LRG regarding the timing of the carrying out of the Works so as to minimise the adverse impact on the operation of the Hotel.
- v) Consultation with HI Brent Cross and LRG regarding the working methods to be adopted.
- vi) Agreement on compensation provisions which will ensure that proper compensation will be paid for temporary and permanent damage to the value of HI Brent Cross's and LRG's interests in the Hotel and for additional losses due to temporary and/or permanent interruption to the business carried out at the Hotel.

#### **4. Conclusion**

- 4.1 HI Brent Cross therefore objects to the Order insofar as it relates to the acquisition of the interests in the Hotel as provided for in the Order.
- 4.2 Unless and until legally binding agreements are in place to deal with HI Brent Cross's position during construction of and the completed Scheme, HI Brent Cross must continue to object strongly to the Order, as without such agreements in place the impact upon the Hotel will be significant, potentially leading to its closure and therefore to loss of a facility of importance to the area.

**Gerald Eve LLP**

7 April 2016