
**MEMORANDUM OF UNDERSTANDING (MoU)
SUBJECT TO CONTRACT HEADS OF TERMS**

25th May 2006

1. THE PARTIES

Birmingham City Council (“**BCC**”)

Network Rail Infrastructure Limited (“**Network Rail**”)

Advantage West Midlands (“**AWM**”)

West Midlands Passenger Transport Executive (“**CENTRO**”)

hereafter known as “the Parties”

2. PURPOSE AND STATUS OF THE MEMORANDUM OF UNDERSTANDING

- 2.1. The purpose of this document is to capture the principles governing the overarching management of the project at Birmingham New Street Station (Gateway 1) and specifically the interfaces between the Parties. This will encompass the activities each will perform in taking the project through its next stage of development and outline the principles to be adopted for the delivery stage of the project.
- 2.2. The Parties recognise the primacy of the safe operation and protection of the railways and nothing in this document is intended to prevent Network Rail or their agents (together the “Railway Operators”) from carrying out, without interruption, their statutory and or regulatory rights and obligations or restrict their discretion in relation to the protection, safety and efficient operation of the railways.
- 2.3. The Parties recognise that Centro has a statutory duty to secure the provision of public transport services in their area deemed necessary and nothing in it this document is intended to override this statutory duty or any other associated rights and obligations or fetter the reasonable discretion of Centro in applying such rights or duties.
- 2.4. The parties recognise that Birmingham City Council is empowered to achieve the promotion or improvement of the economic, social and environmental well-being of the area. It is accepted that nothing in this document is intended to override any statutory authority and responsibility of Birmingham City Council or any other associated rights and obligations.
- 2.5. The Parties will work together to optimise the project design and implementation strategy using the agreed objectives to ensure best value for money and delivery within the established financial parameters.
- 2.6. Nothing in this document or any action taken by the Project Steering Group relieves any Party of its statutory duties.
- 2.7. This document does not and is not intended to create any legal relationship between the Parties in relation to the project. All matters described in this

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document are to be the subject of separate formal documentation and appropriate corporate and regulatory authorisations. The Parties agree in good faith to negotiate and conclude the documentation and actions necessary for the projects in accordance with this document.

3. THE PROJECT

- 3.1 The Steering Group has endorsed Gateway 1 as the preferred option for progression to the next stage of development. Gateway 1 is designed to deliver the following objectives:
- Provide sufficient passenger capacity to meet both short term and forecast longer term needs
 - Improve passenger facilities and the environment within the station – maximising daylight, etc
 - Permit the installation of ticket barriers
 - Facilitate the overall manageability of the station
 - Improve access to/from/in the station for all users
 - Improve the interchange between transport modes in the area (pedestrian movements, taxi, cycle, bus stops, future tram system)
 - Improve pedestrian access routes to/from/across the City
 - Improve access to commercial facilities for all users
 - Transform the appearance of the station and the facilities it offers
 - Improve the urban environment and develop the public realm in the vicinity of the station
 - Accelerate the physical and economic regeneration of the hinterland
 - Through design/other means create an appropriate gateway to the region
 - Eliminate need for station closures and the problems which capacity limitations create for reliability and development of regional rail services (e.g. park and ride, commuter and regional services)
 - Maximise commercial value of the scheme
 - Successful re-development of Pallasades shopping centre/car-park
- 3.2 The key deliverables from Gateway 1 are
- De-cluttering and upgrade of platform environment
 - Improved access and egress from platform area including increased numbers of stairs, escalators and lifts
 - Increased concourse size
 - Natural light into concourse area
 - Transforming the external image of the building

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- Improved access and egress to and from the station to the city
- Integration of shopping centre into the station area
- Facilitate the development to the southern side of the station to replace the existing Stephenson Tower

4. ROLES AND RESPONSIBILITIES OF THE STEERING GROUP AND WORKING GROUP

- 4.1 A Steering Group has been established to provide project governance and direction through Senior Management representation from each of the Parties.
- 4.2 The Steering Group will be chaired by BCC and will comprise two members from each of the Parties who are signatories to this document. The Chair of the Steering Group shall be approved by the Group members.
- 4.3 The Terms of Reference of the Steering Group are detailed in Appendix A1.
- 4.4 The establishment of the Steering Group shall not constitute or give rise to any assumption of responsibility nor are its recommendations to be relied on in substitution for the exercise by the Parties of their respective discretions, judgements and powers in pursuance of fulfilling their own duties as negotiated between the Parties in the individual commercial agreements
- 4.5 A Project Working Group has been established to manage the day to day development of the project and to ensure delivery of the key stages of the project to agreed timescales and within the agreed budget.
- 4.6 The Working Group will be chaired by BCC's Project Director. At least one member from each of the Parties will be part of the Working Group.
- 4.7 The Terms of Reference of the Working Group are detailed in Appendix A2.

5 MAIN WORK PACKAGES FOR NEXT THE STAGE OF THE PROJECT

- 5.1 The following work packages are considered critical for the next stage of the project and the parties will work together to complete these activities in line with the project plan attached as Appendix B
- Completion of GRIP 4 design works
 - Completion of business case
 - Secure a cross-departmental joined up approach to the funding appraisal and approval by Government
 - Completion of funding plan
 - Applications for public funding
 - Outline Planning Application
 - Land assembly negotiations and work associated with the submission of a planning application

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- Progression necessary statutory orders
- Agreement of the project's commercial structure
- Development of a procurement strategy
- Delivery of project PR activities

6 ROLES AND RESPONSIBILITIES OF THE PARTNERS**Birmingham City Council****Client Role**

- 6.1 BCC will be responsible for providing funds for the next stage of the project. This funding will be provided in two elements. Firstly for work to be completed during financial year 2005/06 and secondly 2006/07. Funding for work post this time period will be agreed by the parties in good time to prevent unnecessary delay to the project.
- 6.2 BCC will lead the project and have responsibility for the administration, management, communication and co-ordination of the Project.
- 6.3 BCC will appoint a full time Project Director and suitable resources to discharge its duties. The Project Director will attend the Steering Group and report on all matters from the Working Group.
- 6.4 BCC will lead the appropriate Gateway review processes utilising 4Ps as the reviewer.

Funding Applications Role

- 6.5 BCC will lead, develop and deliver a funding plan to be agreed by the Parties. The roles of the Parties in connection with funding applications are contained in Appendix B.
- 6.6 BCC will make applications for funding including applications to the Department for Transport ("DfT") for Local Transport Plan funding and to AWM for Regional Economic Regeneration funding.
- 6.7 BCC will seek a contribution to the project through collection of Section 106 Agreement monies.

Land Assembly Role

- 6.8 BCC will process all applications for planning consents and permission in line with their statutory obligations.
- 6.9 BCC will subject to planning permission being granted and subsequent cabinet approval endeavour to provide vacant possession of Stephenson Tower to Network Rail including where appropriate the use of CPO powers and in line with the project programme. Costs incurred in achieving vacant possession will be at market/appropriate rates and considered as legitimate project costs.

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- 6.10 Network Rail has been engaged by BCC on behalf of the Steering Group to manage the delivery of a development study and necessary follow up support to the study for Birmingham New Street Station. This engagement is funded by BCC through a Development Services Agreement (DSA). Network Rail will complete the works required to finish the GRIP 4 study and follow up works. Network Rail will complete this work under the terms of the DSA and will be responsible for appointing and managing all necessary consultants.
- 6.11 Network Rail will continue to manage the development of the project business case and the day to day management of Steer Davies Gleave the project consultants.
- 6.12 It is envisaged that Network Rail will manage the implementation and delivery of the project. The terms under which this work will be undertaken will be the subject of further agreements between the parties.
- 6.13 Network Rail will develop and agree with the Parties an appropriate procurement strategy for delivery and implementation of the project.

Land Assembly Role

- 6.14 Network Rail is the land owner and infrastructure operator and controller for the national rail infrastructure. This includes freehold ownership of significant areas of land and long term lease and access obligations with some of the Parties, in and around Birmingham New Street Station and responsibility for the operation at the Station.
- 6.15 Network Rail will on behalf of the project team be responsible for preparing and submitting all planning applications required by the project to BCC.
- 6.16 Network Rail will assist as appropriate with any necessary CPO's where it has an interest and are required by the project. It is the intention of the project team to reach a negotiated settlement with the leaseholder of the Pallasades.
- 6.17 Network Rail, as landlord, will be responsible for undertaking all negotiations with the leaseholder of the Pallasades.
- 6.18 Network Rail will be responsible for concluding all negotiations with and achieving necessary permissions from its leaseholders and users of the station. This is to include but not be limited to Train Operators, BT Police and station retail tenants.
- 6.19 Network Rail will facilitate and lead the Industry change procedures for national rail infrastructure (to include but not limited to network change and station change processes) with the key rail industry customers and stakeholders.
- 6.20 All Network Rail property interests required by the project will be at market/appropriate rates and considered as legitimate project costs.

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Funding

- 6.21 Network Rail will apply to DfT and work with Office of the Rail Regulator (ORR) to secure agreement to deliver any necessary funding as defined in the funding plan.
- 6.22 Network Rail will interface with the ORR to agree the enhancements that are to be included in the Regulatory Asset Base (RAB) for the purpose of funding their maintenance and renewal costs.

Public Relations

- 6.23 Network Rail will lead, co-ordinate and manage all Public Relations (PR) activities on behalf of the Parties. Network Rail will ensure that the views of the Parties are represented fully during all PR activities.

Advantage West Midlands

- 6.24 AWM will receive and appraise a funding application from BCC for a grant of up to £100m, as described in the funding plan, towards scheme implementation. This grant is conditional upon an appraisal, and approval by Government; as 'pound for pound' match funding of LTP funds.
- 6.25 AWM will enter into a Grant Funding Agreement with the Applicant. The Agreement will set out the conditions under which the grant funding will be made available.
- 6.26 AWM will allocate sufficient and appropriate resources to support the project at Working Group and Steering Group.

Centro

- 6.27 Centro will allocate sufficient and appropriate resources to fulfil the Centro contribution to the project including representation on the Steering Group and Working Group.
- 6.28 Centro will seek approval for and contribute £10m to the implementation cost of the project.
- 6.29 Centro will facilitate a co-ordinated approach to the integration of the project with other forms of public transport (taking into account any future plans for upgrades/alterations, in particular, the proposed Metro City Centre extension).

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- 6.30 The Parties agree to work within BCC's project leadership for the development stage and to accept reasonable co-ordination from BCC and provide regular and comprehensive reports to BCC on the project in a timely and professional manner to enable the proper discharge of the Parties' responsibilities.
- 6.31 Where any difference or dispute between any of the Parties may import risk to or impact on the overall programme, the affected Parties shall advise the Steering Group as soon as possible. The Steering Group may decide to act as arbiter on the dispute or difference prior to the dispute being taken to resolution or arbitration in accordance with the individual future commercial agreements.
- 6.32 The Parties providing funds for the development phase of the project will apportion the associated costs as detailed in the separate and specific legal agreements.
- 6.33 The Parties will develop and agree a risk management strategy.

7. TIMETABLE

- 7.1. Each Party agrees in good faith to work towards achieving the dates set out in the timetable shown in Appendix C.
- 7.2. A programme, including further milestones, for the project will be developed and agreed between the Parties and managed by BCC, with co-operation from the other Parties.

8 COMMUNICATION AND CONSULTATION

- 8.1 The Parties are committed to the principle of good communications with each other, and especially where one Parties work may have some bearing upon the responsibilities of another of the Parties. The primary aim is not to constrain the discretion of any of the Parties but to allow the Parties to make representations to each other in sufficient time for those representations to be fully considered.
- 8.2 Against this background, and in confidence where necessary (see Clause 11 below), the Parties will seek:
- To alert each other as soon as practicable to relevant developments within their areas of responsibility; and
 - To give appropriate consideration to the policies/views of the other Parties.
- 8.3 It is agreed that the Parties will work together to promote Gateway 1 as the best solution for the railway, for the City of Birmingham and for the West Midlands, protect/defend the reputations of all the Parties and ensure that no concern/controversy is unmanaged.

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- 9.1 Each of the Parties will wish to ensure that the information it supplies to others is subject to appropriate safeguards in order to avoid prejudicing its interests. The Parties accept that in certain circumstances a duty of confidence may arise and will between themselves respect legal requirements of confidentiality. Each of the Parties can only expect to receive information if it treats such information with appropriate discretion. In particular the Parties accept:
- It is for the Parties providing the information to state what, if any, restrictions there should be upon its usage; and
 - Each of the Parties will treat information which it receives in accordance with the restrictions which are specified as to its usage.
- 9.2 Where a request is made to any Party to this document, under the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, the receiving party, shall, within 5 working days of receipt of the request, notify the other signatories to this document of the request, together with the DfT, of the terms of the request, together with details of the information potentially subject to disclosure, with a view to the other parties and DfT confirming either acceptance of the disclosure, or providing details of information to be withheld together with reasons why the said information should be withheld. Such notification to be received by the receiving party no later than 10 working days after being notified of the request by the receiving party.
- 9.3 Where a conflict arises between 9.1 and 9.2, the decision of the receiving party will take precedence.
- 9.4 The Parties recognise that at the time of entering into this Agreement, Network Rail is not bound by the Freedom of Information Act but is willing to co-operate with the Parties to ensure compliance with the provisions of the Act.

10 EXCHANGE OF INFORMATION, STATISTICS AND RESEARCH

- 10.1 In order to enable each of the Parties to operate effectively, the Parties will aim to provide each other with as full and open as possible access to scientific, technical and policy information including statistics and research and, where appropriate, representations from third parties. It is agreed that the statutory and other constraints on the exchange of information will be fully respected, including the requirements of the Data Protection Act 1998, Freedom of Information Act 2000 and Human Rights Act 1998.
- 10.2 The Parties accept that in certain circumstances a duty of confidence may arise and will between themselves respect legal requirements of confidentiality. Each of the Parties can only expect to receive information if it treats such information with appropriate discretion. In particular the Parties accept: it is for the Parties providing the information to state what if any restrictions there should be on its

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usage: and each of the Parties will treat information in accordance with the restrictions which are specified as to its usage.

11 REVIEW

11.1 This document will be reviewed bi-monthly by the Parties, and if necessary following any pertinent changes in policies, procedures and structure of the Parties.

12 GENERAL ASSURANCE PROVISIONS

- 12.1 Projects will be undertaken in accordance with the assurance requirements and procedures of the relevant parties (e.g. Network Code; Railway and Network Rail Standards; GRIP products) including all legislative requirements (HMRI acceptance).
- 12.2 Network Rail shall retain sole responsibility for the protection, operation and safety of its assets.
- 12.3 References in this document to a Party agreeing, approving, consenting or expressing satisfaction assumes that that Party will act reasonably in doing so or declining to do so.

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This Document is signed and dated by the Parties:

On behalf of

Birmingham City Council

Signed

Name

Date

On behalf of

Network Rail Infrastructure Limited

Signed

Name

Date

On behalf of

Advantage West Midlands

Signed

Name

Date

On behalf of

Centro

Signed

Name

Date

**MEMORANDUM OF UNDERSTANDING (MoU)
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The Steering Group will:

- be chaired by BCC subject to the agreement of the Parties
- will at all times have sufficient administrative and secretarial support provided by BCC
- approve the project governance arrangements
- agree the terms of reference for the Steering Group
- set the terms of reference for the Working Group
- ensure that the Parties and individuals involved have a clear statement of their duties, role and responsibilities
- define the strategy for the project
- approve the forward plan
- identify funding for the project development
- approve the funding plan
- confirm the procurement strategy and plan for the project
- approve the PR/communications and stakeholder management strategy
- agree the risk management strategy and plan
- manage the consultation with, and contribution from other local and regional stakeholders not party to the Steering Group in accordance with the stakeholder management strategy.
- Consider and where agreed confirm change proposals brought forward by the Working Group which affect scope, output or objectives of the scheme)
- Confirm to the Working Group, Key Performance Indicators and Critical Success Factors so that progress and effectiveness can be measured
- be the nominated panel for arbitrating and resolving deadlock or disputes within the Working Group.
- Agree the mechanism for resolving deadlock at Working Group

- The Steering Group shall meet not less than quarterly. Any decision or resolution of the Steering Group shall be made by unanimous agreement of all Steering Group Representatives. Deadlock or dispute will be managed by escalation to respective Chief Executives of the Parties for resolution.

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These 'Terms of Reference' have been produced to set out the roles and responsibilities of the Project Working Group during the development phase of the project only and will need to be reviewed and, where necessary, amended to reflect the Working Groups role during the remainder of the project. In producing the Terms of Reference some of the roles and responsibilities of BCC's Project Director have been defined. These will need to be reflected in the Job Description of the post.

The Working Group will:

- Be chaired by BCC's Project Director.
- Will at all times have sufficient administrative support provided by BCC.
- Facilitate co-operation between the Parties.
- Monitor the delivery, and agree the content, of all elements of project development including:
 - Project Execution Plan;
 - Project Governance;
 - Funding Plan;
 - Risk Management Plan;
 - Project Programme;
 - Procurement strategy;
 - Quality Plan; and
 - PR and Communication strategy.
- Review the management, progress and performance of the project, addressing any problems or issues which may arise, in a timely manner.
- Review all risks relating to the project and set management actions to eliminate or mitigate each risk identified.
- Review progress on discussions with Warner estates.
- Regularly review the project against the business case for the chosen option; ensuring the business case remains viable throughout the project.
- Ensure the project continues to deliver agreed project objectives during each stage of development and implementation.
- Identify and maintain Key Performance Indicators (KPIs) and Critical Success Factors (CSFs) for the project and regularly review project against KPIs and CSFs.

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- Review funding for the project development, including any variations to the agreed cost plan.
- Consider project variations/changes, including any variations to the agreed project objectives, and where of a material nature escalate these variations to Steering Group for approval.
- Consider detailed status reports, produced by BCC's Project Director, including recommendations and decisions required, each reporting period for review/approval by the Steering Group.

The Working Group shall meet regularly; and this will normally be on a fortnightly basis. The frequency of the meetings will be continually under review and altered to suit the emerging demands of the project.

Any decision or resolution of the Working Group shall be made by unanimous agreement of all representatives. Deadlock or dispute will be managed by escalation to the Steering Group.

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Appendix B : Funding Applications Role

BCC to make and submit funding application to the DfT for Local Transport Plan monies and to AWM for Regional Economic Regeneration funding.

Network Rail to make and submit funding application to DfT and work with the Office of the Rail Regulator in support of that application.

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Appendix C – Timetable : Project Plan and Programme

Key Project Activities

MILESTONE	DATE
Complete Draft MoU	26 th May 2006
Parties execute MoU	1 st June 2006
Complete Business case	17 th May 2006
Complete Funding Plan	17 th May 2006
Complete risk management strategy including risk allocation	30 th April 2006
Submit LTP & AWM Funding Applications	19 th May 2006
Complete drafting of DfT Rail funding model	30 th June 2006
Submit Outline Planning Application	31 st July 2006
Anticipated Request to Produce Full Funding Application to AWM	31 st August 2006
Complete Full Governance Arrangements	14 th December 2006
Receive Outline Funding Approval (LTP Programme Entry stage)	22 nd December 2006
Receive Funding Approval for Procurement & Design (LTP Conditional Approval Stage)	5 th July 2007
Full Funding Approval and Funding Agreements Complete	31 st July 2008
Land Assembly Complete	14 th August 2008
Construction Contract Award	1 st September 2008
Commence Construction	1 st December 2008

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Appendix D – Stakeholder Requirements of the Project

Advantage West Midlands

The essential requirements

- To transform the profile of the station and it's environs into a modern, safe and attractive regional Gateway and civic hub using dynamic and memorable architecture as the landmark at the heart of the city;
- Improved business competitiveness in the region through an efficient and sustainable transport hub
- To contribute to a range of aspects of the Regional Spatial Strategy, including Urban Renaissance and focussing development within the Major Urban Areas, the development of the Regeneration Zones, the development of the role of Birmingham as a World City, and, creating a high quality built environment.
- Through localised impacts be the catalyst for the wider regeneration of the City Centre, in particular to the southern aspect
- To address the constraints on the efforts to attract and retain inward investment in the City and the wider Region.
- Providing wider economic and physical regeneration benefits through improved connectivity to the Regenerations Zones, the Central Technology Belt, Eastside and the Jewellery Quarter initiatives.
- Overcoming potential constraints on the development of the regional and national roles of Birmingham International Airport and the National Exhibition Centre
- Stimulating the visitor economy more generally;
- To create new jobs and safeguard existing ones
- Overcoming potential labour supply constraints on the growth of the City Centre and facilitate access to employment opportunities for local communities;
- Increasing the take up of its jobs by residents of deprived priority areas (Regeneration Zones),
- To attract and lever in private sector funding and expertise
- Reclaim brownfield land and promote opportunities for land and property development within the hinterland with improved public realm spaces

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Centro**The essential requirements**

- To provide for passenger volumes now and expected growth over the next 30-40 years, including provision of:
 - Adequate concourse area including comfortable, safe waiting space and passenger facilities, including for interchange passengers;
 - Enhanced escalator and lift access from concourse to/from all platforms;
 - More passenger circulation and standing areas on platforms;
- Transform the appearance of the station to:
 - Provide a very modern and welcoming station;
 - Provide a Birmingham gateway of which we can all be proud;
 - Convey a 'wow' factor to all users of the station and visitors to the region, in particular those arriving by rail, through substantial improvement to the platform level environment, and to the concourse, through the feeling of space and provision of natural light;
 - Look good from inside and out;
 - Be in keeping with the Bull Ring retail development;
- To provide improved interchange through the provision of:
 - A direct access between the concourse and the proposed Metro stop in Stephenson Street;
 - Improved interchange with taxis and buses, including improved environment in Hill Street/Station Street;
 - Short stay car parking and enhanced 'pick-up/set down' facilities;
 - Improve cycle facilities and cycle access;
 - Improved at-grade access to/from Moor Street Station and Bus Mall
 - Safe walking routes to/from other modes
- Centro information outlet on the concourse and high quality ticketing and information outlet for rail travellers and information on the concourse giving bus passenger information and Snow Hill service information
- Solution addresses arrangements for replacement bus services (i.e. during perturbation)
- Passive provision for a future access to lower level platforms;
- Gated security/ticket barriers
- Access for all, i.e. DDA compliance
- Improved sense of safety and security ('Secure Station Scheme' principles met)
- Minimise impact upon operational railway during construction, in operation and during maintenance.

Desired improvements

- Increased good quality retail in the station concourse
- Part of a larger development of New Street Station and the surrounding area
- Improved visibility of the station

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Network Rail

Provide sufficient passenger capacity to meet both short term and forecast longer term needs

- Significantly increase the vertical circulation from concourse to platform level to allow an even spread of passengers at platform level
- Significantly Increase the area of the concourse to allow an increased passenger circulation
- Change pattern of passenger movement by providing comfortable safe waiting areas at concourse level and providing controls measures to manage access platform level
- Improve / relocate passenger information systems so as not to conflict with passenger circulation at both platform and concourse levels.
- Increase access and egress to / from station to improve passenger circulation

Improve passenger facilities and the environment within the station

- Provide access for all, including DDA compliance and Mobility Impaired Passengers
- Provide natural daylight to concourse level
- Provide a safe environment that Passengers/pedestrians feel safe, secure and confident
- Provide comfortable, safe waiting space, at concourse level including for interchange passengers in a secure area with easy access to platform level.
- Provide improved retail facilities
- Provide / maintain service facilities
- Provide clear passenger information systems
- Provide interchange facilities with public transport taxi, metro and bus links
- Provide improved short stay car park, motor cycles and bicycle facilities.

Facilitate the overall manageability of the station

- Increase passenger flow control by gating, departure lounge and no accommodation at platforms
- Maintain existing station income
- Provide New automatic ticket gates for revenue protection
- Minimise impact upon operational railway during construction

Desired improvements

- Improve the external appearance of the station
- Maintain the retail income of the Pallasades shopping centre during and post construction
- Facilitate economic growth in the area surrounding the station

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BCC****The essential requirements**

- All of the requirements of AWM and Centro is set out in this Appendix D as if repeated here.
- To assist Network Rail in providing for sufficient passenger capacity to meet both short and medium term needs and to take appropriate passive provision for forecast longer term needs (50 years plus).
- To transform the external appearance of the station and provide a fitting gateway experience for visitors to the Birmingham for the 21st century.
- To provide for enhanced north-south pedestrian connectivity through the station.
- To provide for improved interchange, including buses, private vehicles, taxis, cycles, future Metro routes.
- To provide for enhanced pedestrian connectivity between New Street and Moor Street stations.
- To provide a catalyst for the redevelopment of lands and property surrounding the station.
- To maintain an operational railway station at New Street whilst the transformation takes place.
- To introduce natural daylight into an expanded station concourse.
- To ensure the residents and tenants of Stephenson Tower are appropriately rehoused and/or accommodated in the event of redevelopment proceeding.