

PETITION AGAINST THE CROSSRAIL BILL

IN PARLIAMENT
HOUSE OF COMMONS
SESSION 2005 - 2006

CROSSRAIL BILL

Against – on Merits – Praying to be heard by Counsel, &c.

To the Honourable the Commons of the United Kingdom of Great Britain and Northern Ireland in Parliament assembled.

THE HUMBLE PETITION of Honda Motor Europe Limited (company number 857969) whose registered office is at 470 London Road, Slough, Berkshire SL3 8QY.

SHEWETH as follows:-

1. A Bill hereinafter referred to as "the Bill" has been introduced and is now pending in your honourable House intituled "a Bill to make provision for a railway transport system running from Maidenhead, in the County of Berkshire, and Heathrow Airport, in the London Borough of Hillingdon, through central London to Shenfield, in the County of Essex, and Abbey Wood, in the London Borough of Greenwich; and for connected purposes".
2. The Bill is presented by Mr Secretary Darling, supported by The Prime Minister, Mr Chancellor of the Exchequer, Secretary Margaret Beckett, Mr Secretary Hain, Secretary Alan Johnson, Secretary Tessa Jowell, and Derek Twigg.
3. The Bill contains provisions relating to the following to which your Petitioners object:-
 - (a) Clause 1(3), which allows the nominated undertaker, in constructing or maintaining any of the schedule of works, to deviate laterally from any of the lines or situations shown on the deposited plans within certain limits.
 - (b) Clause 2, which in Schedule 2 paragraph (1) allows the nominated undertaker for any purpose of or in connection with the schedule of works or Crossrail to do any of those things detailed in Schedule 2, paragraph (1) of the Bill within the limits of deviation for the schedule of works or the limits of land to be acquired or used including, altering or removing any structure on any adjoining land, altering the position of railway track and altering the position of mains, sewers, drains and cables.

Schedule 2, paragraph (2) gives the nominated undertaker consent to form means of access or improve means of access at any place 'within the limits of land to be acquired or used'. Where such works relate to a highway used for vehicular traffic, the highways authority may only refuse to approve plans for such works where they ought to be modified to prevent or reduce prejudicial effects on road safety or on the free flow of traffic.

Schedule 2, paragraph (8) creates a power for the nominated undertaker to survey or investigate any land 'to be acquired or used' and to make trial holes

and place on, leave on and remove apparatus from such land. This power includes entering onto any land with vehicles and equipment.

- (c) Clause 5, which by Schedule 5 gives the nominated undertaker the right to enter upon and take possession of land and remove from the land any structure or vegetation, and construct temporary works (including means of access) and structures.

The nominated undertaker may also remain in possession of any land after the end of a period of one year beginning with the date of completion of the works.

No provision is made for the nominated undertaker to replace any structure removed, other than a fence.

By paragraph (5) of Schedule 5 all private rights of way over land of which the nominated undertaker takes possession shall be suspended and unenforceable for so long as it remains in lawful possession of the land.

The nominated undertaker may use any road situated on such land for the passage of persons or vehicles (with or without materials, plant and machinery for the purpose of or in connection with the works).

The nominated undertaker is given further powers to enter upon and take possession of any land which is within 20 metres of the works and within the limits of deviation for the works or the limits of land to be acquired or used, with the further right to construct on the land such temporary works (including the provision of means of access) and structures as may be reasonably required for a period of up to five years after the works are brought into general use.

- (d) Clause 6, which authorises the Secretary of State to acquire compulsorily land shown on the deposited plans within the limits of deviation for the works as may be required for the works or Crossrail and so much of the land shown within the limits of land to be acquired or used as may be required.
- (e) Clause 7, which authorises the Secretary of State to acquire compulsorily land outside the limits of deviation for the works and limits the land to be acquired or used which is required in connection with the works or Crossrail.

Such clause also includes a power to acquire an easement or other right over land by the grant of a new right.

- (f) Clause 8, which relates to the extinguishment of private rights of way over land within the limits of deviation for the works or within the limits of land to be acquired or used as required for or in connection with the works.
- (g) Clause 20, which relates to proceedings in respect of statutory nuisance and limits the nominated undertakers liability for the same.

4. Your Petitioners have a leasehold interest in property situated at 748/749 Dover Road, Slough Trading Estate, Slough (the "Property") by a lease dated 22 December 2004 and made between Slough Trading Estate Limited (1) and your Petitioners (2) for a term of 20 years together with any period of continuation or extension of the tenancy. The initial rent payable under such lease is £303,937.00

per annum subject to yearly increases and reviews. Your Petitioners intend to sub-let part of the Property to one of the Petitioners' car dealers, Johnsons Cars Limited (the "**Petitioners' Dealer**"). Your Petitioners' Dealer currently occupies and trades from part of the Property under a tenancy at will dated 6 January 2005. Your Petitioners have retained part of the Property their own use. The Bill will directly and specially affect your Petitioner and your Petitioners' Dealer.

5. Your Petitioners and their rights, interests and property and your Petitioners' Dealer and its rights and interests are injuriously affected by the Bill, to which your Petitioners object for reasons amongst others, hereinafter appearing.
6. During the construction phase, work is to be undertaken on the railway which runs adjacent and parallel to the southern boundary of Property and on the Dover Road Bridge in Slough, which provides the most convenient access to the Property from London Road, Slough. In particular, overhead line equipment will be introduced and the parapet of the Dover Road Bridge will be raised (the "**Works**").

Part of the forecourt and car park situated within the Property and close to the Dover Road Bridge will be used as site access land ancillary to the Works and as a work site on which to store plant and equipment (the "**Site Access Land**").

Any current rights of way over the Site Access Land may need to be suspended or extinguished and the nominated undertaker may be given rights of way over the relevant parts of the Property for construction and maintenance of the Works. It is anticipated that the Site Access Land will be required for at least two months, but the undertaker has authority to remain in possession of any land it uses for up to a year after works have been completed.

The Site Access Land is used by your Petitioners and your Petitioners' Dealer, not only for car parking for its employees and visitors, but also to display your Petitioners' vehicles for sale. The Site Access Land also provides access to the showroom where new sales vehicles are displayed. The Works and use of the Site Access Land will have the following impacts:

- (a) Access to the Property from London Road, Slough is the most convenient, commodious and obvious route. Access to and from the Property by construction vehicles in the course of undertaking the Works will restrict or even prevent access to and use of the Property from London Road, Slough by your Petitioners, your Petitioners' Dealer, its employees, customers and other visitors;
- (b) The visibility of the Property and the sales vehicles from the highway will be reduced;
- (c) Your Petitioners' Dealer will be prevented from displaying vehicles for sale outside the Property whilst the Site Access Land is in use;
- (d) Your Petitioners and your Petitioners' Dealer will be significantly impeded or even prevented from accessing the showroom of the Property during the construction phase rendering trading from the Property impossible;
- (e) Customers and visitors will have restricted access and use of fewer car parking spaces;

- (f) An overspill from customer and visitor car parking into servicing car parking bays will adversely impact upon your Petitioners' Dealer's ability to continue its servicing activities;
- (g) The Property and the business of the Petitioners' Dealer will be affected by dust, noise and vibration from the Works and the plant and equipment stored on the Site Access Land;
- (h) Fire escapes from the first floor of the Property front the Site Access Land. Such escape routes will be blocked during the construction phase;
- (i) The assumed working hours during the construction phase are 7am to 7pm on weekdays and 7am to 2pm on Saturdays, being the majority of the trading hours of your Petitioners' Dealer.

As result of the aforementioned disruptions, your Petitioners and your Petitioners' Dealer will incur losses as follows:

- (i) Loss of profit to your Petitioners and your Petitioners' Dealer including,
 - loss of profit from car sales
 - loss of profit from servicing and repairs
 - loss of profit from merchandising salesas the turnover of your Petitioners' Dealer will be diminished if the Works are undertaken and the Site Access Land is in use;
- (ii) Loss of goodwill that your Petitioners and your Petitioners' Dealer will suffer as a result of the restricted trading from and visibility of the Property;
- (iii) Your Petitioners' occupation of part of the Property and your Petitioners' Dealer's occupation of and trading from the remainder of the Property will be disrupted or even prevented;
- (iv) Your Petitioners will incur losses if your Petitioners' Dealer is in breach of its dealership agreement with your Petitioners as a result of the disturbance caused by the Works and the use of the Site Access Land;
- (v) Your Petitioners and your Petitioners' Dealer will lose the opportunity of further business as access to the Property will be restricted, fewer sales vehicles can be displayed and, further, cannot be displayed in a prominent position visible to passers by, and the Property will be affected by noise, dust and vibration;
- (vi) Your Petitioners took some time to find the Property and, if required, would be unable to find an alternative property, of similar calibre in Slough, or at all. Notwithstanding that your Petitioners' will have a continuing contractual obligation to pay the full rent under their lease of the Property;
- (vii) Your Petitioners' Dealer employs 28 workers. Your Petitioners' Dealer will be unable to sustain this workforce as a result of the Works and the use of the Site Access Land.

7. For the foregoing and connected reasons, your Petitioners respectfully submit that, unless the Bill is amended or an alternative site acquired for temporary use ancillary to the Works, Clauses 1, 2, 5, 6, 7, 8 and 20 so far affecting your Petitioners and your Petitioners' Dealer should not be allowed to be pass into law.
8. There are other clauses and provisions of the Bill which, if passed into law as they now stand will prejudicially affect your Petitioners and their rights, interests and property and your Petitioners' Dealer and its rights and interests and for which no adequate provision is made to protect your Petitioners or your Petitioners' Dealer.

YOUR PETITIONERS therefore humbly pray your Honourable House that the Bill may not be allowed to pass into law as it now stands and that they may be heard by their Counsel, Agents and witnesses in support of the allegations of this Petition against so much of the Bill as affects the property, rights and interests of your Petitioners and your Petitioners' Dealer and in support of such other clauses and provisions as may be necessary or expedient for their protection, or that such other relief may be given to your Petitioners in the premises as your Honourable House shall deem meet.

AND your Petitioners will ever pray, &c.

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