

IN PARLIAMENT

HOUSE OF COMMONS

SESSION 2005–06

CROSSRAIL BILL

P E T I T I O N

Against the Bill – 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:

AROMWOOD LIMITED

SHEWETH as follows:—

The Bill

- 1 A Bill (hereinafter referred to as “the Bill”) has been introduced into 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 promoted by the Secretary of State for Transport (hereinafter called “the Promoter”).

- 3 Clauses 1 to 20 of the Bill together with Schedules 1 to 9 make provision for the construction and maintenance of the proposed works including the main works set out in Schedule 1. Provision is included to confer powers for various building and engineering operations, for compulsory acquisition and the temporary use of and entry upon land, for the grant of planning permission and other consents, for the disapplication or modification of heritage and other controls and to govern interference with trees and the regulation of noise.
- 4 Clauses 21 to 44 of the Bill together with Schedule 10 make provision for the application with modifications and the disapplication in part of the existing railways regulatory regime which is contained in and in arrangements made under the Railways Act 1993 and associated legislation.
- 5 Clauses 45 to 59 of the Bill together with Schedules 11 to 14 contain miscellaneous and general provisions. These include provision for the making of transfer schemes, the designation of nominated undertakers, the devolution of functions and as respects other actions to be taken by the Secretary of State. Provision is also made in particular for the disapplication or modification of various additional miscellaneous controls, for the application of provisions of the Bill to future extensions of Crossrail, for the particular protection of certain specified interests and as respects arbitration.

Your Petitioner

- 6 Your Petitioner is Aromwood Limited, which is a private limited company that owns the freehold interest in 88-90 Hatton Garden ("the Petitioner's property"), in the London Borough of Camden.

Your Petitioner's concerns

- 7 Your Petitioner is not opposed in principle to the Crossrail scheme. However, it is concerned that the powers proposed in the Bill as affecting its property go beyond what is required. Further, no adequate provision has been made to secure that damage and disruption are kept to a minimum or to secure that in other respects its property interests are reasonably safeguarded. Accordingly, it objects to the Bill for these reasons and having regard to the more detailed particulars referred to below.

Subsoil acquisition and related matters

- 8 Your Petitioner objects to the provisions of Clause 6 of the Bill, which it apprehends could adversely affect and interfere with your Petitioner's property. Under these provisions, and those in Clause 7, the Promoter would be able to acquire compulsorily so much of the subsoil and undersurface of your Petitioner's property or such new rights therein, as he may require for the purposes of the construction and use of the proposed works. Your Petitioner questions the need for such extensive powers, fearing that their exercise could lead (by tunnelling, other construction works and the running of trains) to damage to the property due to settlement or subsidence, and a serious detraction from your Petitioner's quiet enjoyment of it, with the result that significant loss and damage could be suffered by your Petitioner.
- 9 The exercise by the Promoter of its powers for the compulsory acquisition of land or of interests in land could result in the development potential of your Petitioner's property being severely constrained, since the load-bearing capacity of the soil underneath it could be significantly reduced by the proposed works with the result that the type and size of building which the ground would be able to support could be different to that which exists today. For these reasons too, your Petitioner objects to the provisions of the Bill.
- 10 Your Petitioner is especially concerned that the proposed limits of lateral and vertical deviation in clause 1 of the Bill would permit the route for Works Nos 1/3A and 1/3B, to be varied so as to bring the works closer (either vertically or horizontally) to your Petitioner's property. The provisions of clause 1 of the Bill could therefore well result in an inadequate vertical distance between the soffit of the tunnels forming part of Works Nos. 1/3A and 1/3B and the lowest part of the basement of your Petitioner's property. The resulting noise, vibration and, possibly, damage would therefore cause your Petitioner great inconvenience and loss.

Settlement and associated damage

- 11 Your Petitioner is concerned about settlement effects on its property, particularly as technical reports accompanying the Environmental Statement acknowledge that the

stability of your Petitioner's building may be significantly affected by the proposed construction and operation of the tunnels that pass directly beneath them.

12 Your Petitioner submits that the Promoter should be required to construct the works in such a way as to avoid or, if necessary, minimise any diminution in the load-bearing qualities of that undersurface and subsoil. Your Petitioner further asks, insofar as the subsoil and undersurface beneath its property may be affected, that it may nevertheless continue to have the facility to construct such foundations as may be necessary to support development on the site and that the compulsory purchase powers which are proposed be limited accordingly. Furthermore, your Petitioner will argue that it should be properly compensated by the Promoter for any loss of development value of its property and that it should be fully indemnified in respect of any additional design or construction costs incurred by your Petitioner in carrying out such development.

13 Your Petitioner submits that the Promoter should be required, *inter alia*:-

- (a) to take all practical measures to prevent damage and injurious effects,
- (b) to conduct at the Promoter's own expense a full survey of the condition of your Petitioner's property both before and after the construction and commencement of operation of the works, with details of all such surveys being provided to your Petitioner;
- (c) to submit plans and detailed proposals (including confirmation of anticipated ground and building movements, as well as notification of proposed construction methods) for the works under or affecting your Petitioner's property to your Petitioner for its reasonable approval and to give your Petitioner proper notice of the commencement of and full consultation upon all works affecting your Petitioner;
- (d) to agree a threshold with your Petitioner for ground and building movement within the vicinity of your Petitioner's property, to the effect that if that threshold is exceeded the Promoter should be obliged to cease construction

until such time as remedial measures are in place which will minimise settlement affecting your Petitioner's property;

- (e) to agree necessary safeguarding or remedial measures with your Petitioner, to be carried out at the expense of the Promoter;
- (f) to carry out prior subsoil investigation and survey;
- (g) to use all available grouting, de-watering, freezing and pressure-working methods; and
- (h) to carry out agreed underpinning and strengthening works.

14 In addition, your Petitioner requires continuous monitoring of its property to be undertaken during construction of the works and for arrangements to be made for the carrying out of remedial works at the Promoter's expense. All of these matters should be agreed with your Petitioner before your Petitioner's property is allowed to be interfered with.

15 Your Petitioner submits that it should also be entitled to make its claim for compensation in respect of damage arising to its property by the execution of the works, or for injurious affection thereof by the execution or working of those works, separately from any claim for compensation in respect of the acquisition of any land (or interests therein) from your Petitioner under the powers of acquisition in the Bill and that any such deferred claim should be permitted to be made at any time before the expiry of 5 years following the opening of the relevant part of the proposed railway to public traffic.

Noise, vibration and disturbance

16 Noise and vibration arising from the construction and operation of the railway and its associated works and structures also concern your Petitioner. Your Petitioner submits that the Promoter should be compelled to use best available techniques in the construction and operation of the railway and its associated works and structures to ensure that these adverse effects are minimised. Furthermore, your Petitioner wishes to see strict standards set to which the Promoter must be made liable to comply. There

must, in your Petitioner's submission, be a threshold agreed between your Petitioner and the Promoter of the Bill. If that threshold is exceeded, the nominated undertaker should be obliged to cease construction until such time as remedial measures are in place which will reduce noise levels below the agreed threshold.

- 17 Your Petitioner is concerned about vibration both during construction and on completion of the proposed works, particularly with regard to the concerns noted above relating to the prospect of ground settlement caused by the proposed works. Your Petitioner fears that damage will result from vibration caused by tunnelling as the tunnel head passes beneath your Petitioner's property. Your Petitioner requests that provision be made to mitigate against damage to any part of your Petitioner's property.

Interference with services

- 18 Your Petitioner wishes to be satisfied that there will be no disruption to statutory services provided to its property as a result of the construction of the proposed works. In your Petitioner's submission, a co-ordinated programme of works to services leading into its property needs to be established by the Promoter and the details provided to your Petitioner, to prevent a succession of statutory undertakers' works to and reinstatement of the surrounding area.

Compensation

- 19 Your Petitioner respectfully submits that the proposals contained in the Bill are causing a blight on your Petitioner's property. It is already blighted by the proposals contained in the Bill. Your Petitioner fears that existing and prospective lessees will state that the proposals would so blight the property that they would not be interested in acquiring any part of the property or that, in the case of existing lessees, they will demand a considerably reduced rent, due to the prospect of the works. Moreover, the Bill does not contain adequate provisions for compensating such blight.
- 20 Your Petitioner further submits that such provisions with regard to compensation in respect of compulsory acquisition and other matters as are proposed in the Bill are inadequate to compensate your Petitioner fully for the loss, damage and

inconvenience which it might suffer as a result of the construction and subsequent use of the proposed works. Your Petitioner is particularly concerned about any loss it might suffer as the result of unfavourable rent reviews insofar as any reduction in rent payable is attributable to the proposed works and any loss which it might suffer in the event of it not being able to re-let its property (in whole or in part) to existing or new tenants or in the event of it only being able to do so at a reduced premium or rent.

General Concerns

- 21 Your Petitioner submits that the Promoter should be required to indemnify it from all claims and demands which may be made in consequence of the construction, use or maintenance of the works under the Bill, or their failure or want of repair, or in consequence of any act or omission of the Promoter, his contractors or agents in carrying out the works under the Bill.

Costs

- 22 Your Petitioner submits that provision should be made for the Promoter to repay to your Petitioner all proper costs, charges and expenses (including the proper fees of such professional advisers as they may instruct) reasonably incurred in consequence of the Bill or of any provision made as a result of this Petition.
- 23 There are other clauses and provisions in the Bill which, if passed into law as they now stand, would prejudicially affect your Petitioner and its rights, interests and property and for which no adequate provision is made to protect your Petitioner.

Conclusion

24 Your Petitioner submits that the Bill fails adequately to safeguard and protect its interests and those of its lessees and tenants, and so should not be allowed to pass into law without these issues being addressed.

YOUR PETITIONER THEREFORE HUMBLY PRAYS your Honourable House that the Bill may not be allowed to pass into law as it now stands and that it may be heard by itself, its Counsel or Agents and with witnesses in support of the allegations of this Petition against so much of the Bill as affects the properties, rights and interests of your Petitioner and in support of other such clauses and provisions as may be necessary or expedient for its protection or that such other relief may be given to your Petitioner in the premises as your Honourable House shall deem meet

AND YOUR PETITIONERS WILL EVER PRAY, &c.

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