

IN PARLIAMENT  
HOUSE OF COMMONS  
SESSION 2005-06

## CROSSRAIL BILL

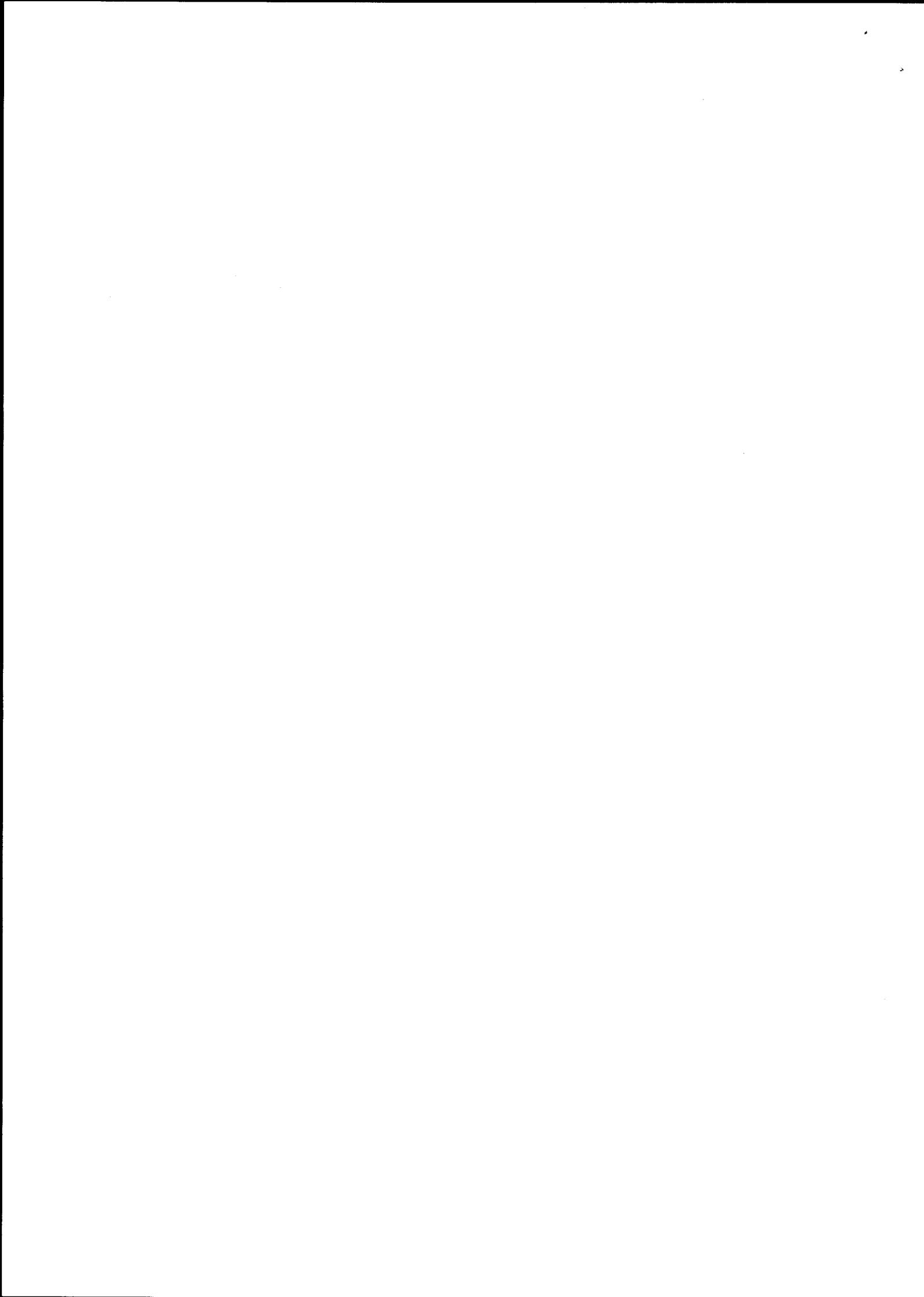
Against – on Merits – Praying to be heard by Counsel, &c.

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

THE HUMBLE PETITION of A. O. SERVICES and ALLEN & OVERY LLP

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 is promoted by the Secretary of State for Transport (hereinafter called "the Promoter").
- 4 A. O. Services and Allen & Overy LLP (hereinafter referred to as "your Petitioners") are principally concerned in respect of the following Clauses of the Bill and the Schedules to the Bill referred to therein:
  - Clauses 1 to 3(inclusive): Works
  - Clauses 5 to 9(inclusive): Land (provision for temporary possession and use of land, compulsory acquisition and entry upon land and extinguishment of rights)
  - Clauses 19 and 20: Noise
  - Clause 50: Compensation for injurious affection
- 5 Your Petitioners are interested in a property (to be known as One-Ten Bishops Square hereinafter referred to as "the Property") recently constructed between Brushfield Street and Lamb Street Spitalfields London which the Bill may directly and specially affect. A.O. Services has entered into an agreement for lease in respect of the Property. The building will be occupied by Allen & Overy LLP.
- 6 Allen & Overy LLP is a limited liability partnership which carries on the business of solicitors. Allen & Overy LLP began trading on 1 May, 2004, following the transfer of the business of the partnership of Allen & Overy to Allen & Overy LLP. Allen & Overy LLP, together with its affiliated undertakings, is an international legal practice with 419



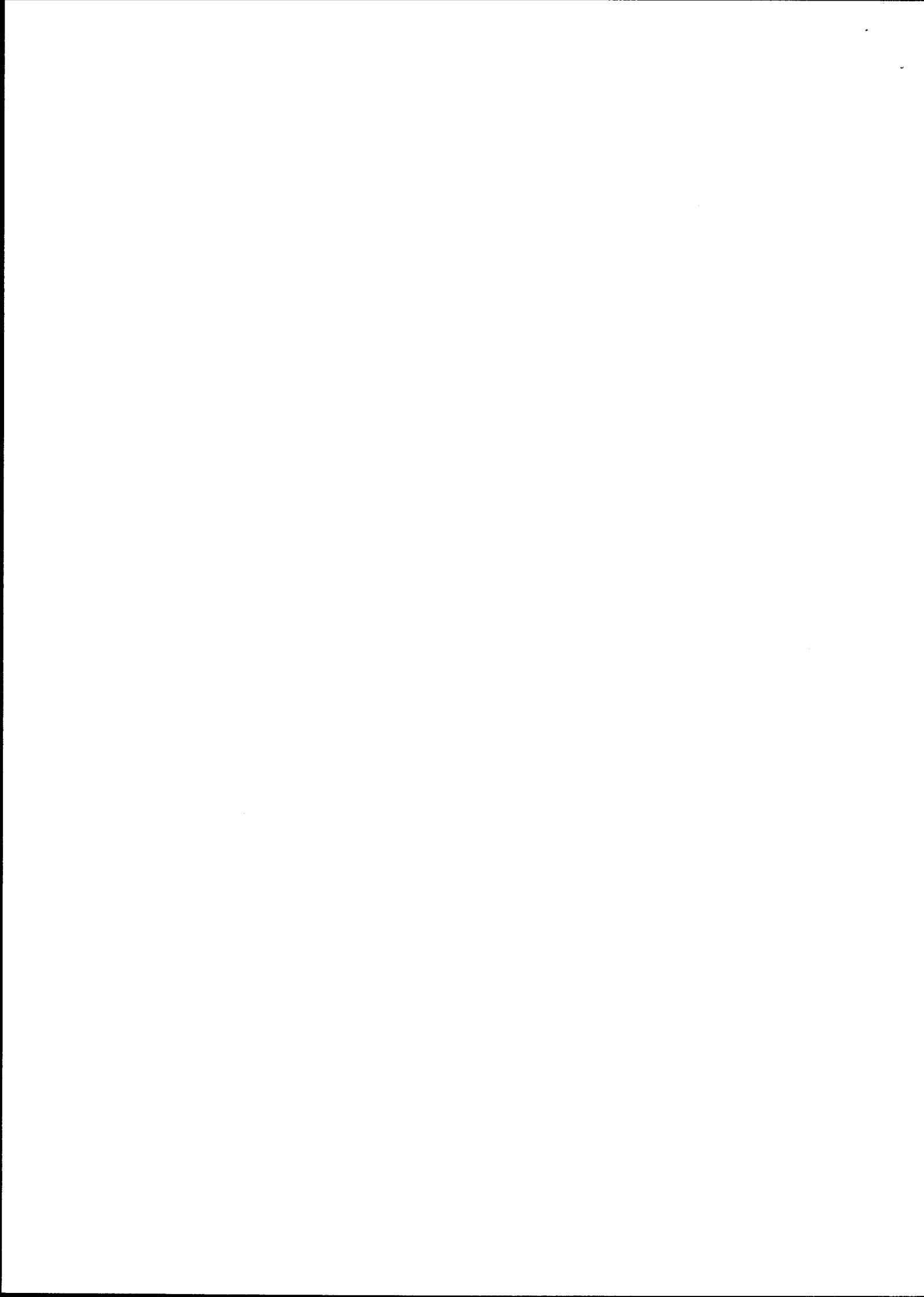
partners and approximately 4,200 other staff, working in 25 major centres in 3 continents serving businesses, financial institutions and governments. A.O. Services (Company No. 627023) is an unlimited company which is wholly owned by the members of Allen & Overy LLP (and was formerly owned by the partners in Allen & Overy).

- 7 Your Petitioners' principal office is at One New Change London EC4M 9QQ. The registered office of A.O. Services is 9 Cheapside London EC2V 6DA, but this address forms part of the premises at One New Change. Your Petitioners (including the partnership of Allen & Overy) have occupied premises at One New Change since 1954. Over 2000 people work at the premises. These premises are occupied under a lease which terminates in September 2006, when the premises are due to be redeveloped. The lease is held in the name of A.O. Services.
- 8 Your Petitioners started to review their accommodation requirements over 5 years ago when a decision was made to relocate to new premises. The search for new premises proved extremely difficult and time consuming largely due to the significant floorspace required and the special requirements of a legal practice including significant basement accommodation. It was only after an extensive search and consultation process that a decision was made in principle to relocate to a new development at the Property. One of the significant advantages of the choice of location was the fact that it enabled the construction of a state of the art, tailor made building designed to provide the best possible conditions for your Petitioners and their clients. A.O. Services entered into an agreement to lease the Property in September 2002. In due course, the lease will be transferred to Allen & Overy LLP.
- 9 The construction of the base building works of the Property achieved practical completion on or around 14 July 2005 and the building was subsequently handed over to A. O. Services for fitting out works in July 2005. The Property comprises: approximately 760,000 sq. feet floor space of which it is currently proposed that Allen & Overy LLP will occupy 560,000 sq. ft. Fitting out will take approximately 12 to 15 months. Allen & Overy LLP is expected to take occupation of the new building in the autumn of 2006 when over 2000 people will move into the building.
- 10 Your Petitioners and their rights, interests and property are injuriously affected by the Bill, to which your Petitioners object for reasons amongst others, hereinafter appearing.
- 11 Your Petitioners do not object to the principle of the proposed railway but are principally concerned about the construction and operation of the proposed railway in the vicinity of the Property, principally concerning the following works: Work No 1/3A, Works Nos 1/3A and 1/3B, and Work No 1/25A.
- 12 Although it is proposed that the proposed railway only passes the Property below ground, your Petitioners are concerned that the powers within the Bill to take land could interfere with or involve the acquisition of a portion of the basement space and part of the foundations of the Property which has two basement levels. The Property includes and/or is adjacent to the properties numbered 44,46 and 48 in the London Borough of Tower Hamlets.
- 13 It is your Petitioners' understanding that planning permission was granted for the development of the Property with the consent of those then involved with the Crossrail project. The basement levels of the Property will house various important activities (including for example an auditorium and client presentation rooms) and ancillary accommodation (for example parking). Your Petitioners would be concerned at the loss of accommodation in the basement levels and are concerned that this might also place



them in breach of the terms of the planning permission for the Property. Your Petitioners would strongly resist the acquisition of any land that included part of the Property.

- 14 Your Petitioners are also concerned that the Promoter's powers, in so far as they affect the Property, are too widely drawn and contain no adequate provision for preventing or minimising damage or injurious effects to and interference with the Property, or for compensating your Petitioners for loss damage or injury caused to them and the Property.
- 15 Your Petitioners do not accept that it is necessary or appropriate for the limit of deviation of the works to be drawn so widely so as to affect the Property and your Petitioners humbly submit that the Promoter should be required to take all practical measures to prevent damage and injurious effects to the Property including constructing the works at the greatest practical depth and as far away as practical from the Property. Your Petitioners humbly submit that the Promoter should not be allowed to carry out any works (such as piling) in the vicinity of the Property which are likely to cause damage to or affect the stability of the Property the land on which the Property has been constructed or any adjacent land (whether through settlement or otherwise) and that the Promoter should be required to cease work forthwith if such damage has occurred or is likely to occur until such time as remedial measures satisfactory to your Petitioners are in place. Your Petitioners humbly submit that the Promoter should be required to agree necessary safeguards with your Petitioners including carrying out surveys prior to during and after any works are carried out, the installation of monitoring equipment, and the carrying out and use of all remedial measures to prevent or remedy any damage.
- 16 Your Petitioners are particularly concerned should the works interrupt or adversely affect or interfere with power, drainage, telecommunications and other essential services for the safe and uninterrupted beneficial use and occupation of the Property or to sensitive computer or other electrical equipment in the Property. Your Petitioners humbly submit that the Promoter should be required to reach agreement with the Petitioners to ensure that the best available techniques are used to identify such services and to prevent or minimise any interruption or interference during the construction of the works otherwise than by agreement with your Petitioners.
- 17 Your Petitioners are concerned about noise during construction and on completion of the works. Your Petitioners request that the Promoter be required to reach agreement with your Petitioners to ensure that an effective noise mitigation and monitoring system is in place prior to any works being carried out.
- 18 Your Petitioners are concerned that vibrations caused by the construction and operation of the works will cause disturbance to the Petitioners. Your Petitioners request that agreement be reached with the Promoter to ensure that the best available techniques are used in the construction and operation of the works to prevent or minimise vibration noise and disruption affecting the Property and to ensure that if the vibration or noise exceeds an agreed threshold that the Promoter should be required to cease operations forthwith until such time as remedial measures satisfactory to your Petitioners are in place.
- 19 The Property will be the principal office of your Petitioners. It is intended to be a landmark building which will be visited by clients of national and international standing. Your Petitioners are concerned that disturbance consequent upon the exercise of these powers will adversely affect the amenities and the continuance of your Petitioners' business. Your Petitioners humbly submit that the Promoter should be required to minimise and mitigate any such disturbance by the provision of notice of works, hoardings and other necessary accommodation work and mitigation measures (and the carrying out of works outside normal office hours where reasonable and practical) so as to safeguard the amenity of and continuous use of the Property and the persons and



business of your Petitioners. Your Petitioners humbly request that access to and parking at the Property for motor vehicles and bicycles is maintained at all times or alternatives provided by agreement with your Petitioners.

- 20 Your Petitioners have commenced a sub-letting programme to sublet part of the Property. Your Petitioners are concerned that sub-lessees will not take space within the Property because they consider that the Property is blighted, due to the prospect of the works and potential disturbance. Your Petitioners submit that the compensation provisions proposed in the Bill are inadequate to compensate your Petitioners for any loss, damage and inconvenience. Further provisions should, they submit, be included in the Bill for indemnifying your Petitioners for any loss they might suffer as the result of them not being able to sub-let the Property (or only being able to do so at a reduced rent).
- 21 Your Petitioners further submit that the Promoter should be required to indemnify them from all claims demands and liabilities which may be made in consequence of the fact that your Petitioners will occupy the Property under a full repairing and insuring lease and to indemnify them from any loss they may suffer from any consequential increase in the rent or service charges (or proportion thereof) they would pay as a result of the acquisition of land (arising from the loss of basement space) and the costs of finding alternative accommodation or in loss they may suffer as a result of being unable to recover rent or service charges from any sub-lessee.
- 22 Your Petitioners submit that the Bill should enable your Petitioners to recover the full loss costs charges and expenses which they reasonably and properly incur (including the proper fees of such professional advisers as they may instruct) as a consequence of the Bill or this Petition or of any act or omission of the Promoter, his contractors or agents in carrying out or using the works under the Bill including the costs of carrying out any surveys, monitoring, mitigation and remediation measures, where the cost is not borne by the Promoter, reasonably incurred in consequence of the Bill (or as a result of this Petition) and to do so whether or not there is any claim for compensation for acquisition of any land.
- 23 Your Petitioners further submit that the Promoter should be required to indemnify them 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 or under this Petition.
- 24 Your Petitioners submit that the Bill should be amended to provide for claims for adequate compensation, separately from any (and where there is no) claim for compensation for acquisition of any land, as a result of this Petition or in respect of damage arising to or for injurious affection to the Property or as a result of any nuisance, disturbance or interference with the use of the Property by or arising from the execution or use of the works and that your Petitioners should be allowed to defer such claims until the effects of the construction and use of the works are known without being restricted to one such claim.
- 25 For the foregoing and connected reasons your Petitioners respectfully submit that, unless the Bill is amended as proposed above, the clauses referred to in paragraph 4 of this Petition, so far as affecting your Petitioners, should not be allowed to pass into law.
- 26 There are other clauses and provisions in the Bill which, if passed into law as they now stand, will prejudicially affect your Petitioners and their rights, interests and property and for which no adequate provision is made to protect your Petitioners.



27 Your Petitioners submit that, in the respects mentioned and in other respects, the Bill fails adequately to safeguard and protect the interests of your Petitioners.

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 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 Petitioner in the premises as your Honourable House shall deem meet.

AND your Petitioners will ever pray, etc.



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**AGAINST, By Counsel, etc**

