

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 IRON MOUNTAIN (UK) LIMITED

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 promoted by Her Majesty’s Government.
- 3
 - (a) Clause 1 authorises the construction and maintenance of the works for the delivery of the railway transport system, which is known as Crossrail Line 1. The works are listed in Schedule 1 and shown on the plans and sections deposited with the Bill.
 - (b) Clauses 2 and 3 authorise ancillary works and give effect to Schedules 2 and 3 respectively.
 - (c) Clause 5 and Schedule 5 enable the nominated undertaker for Crossrail to take temporary possession of land in connection with the Crossrail works.
 - (d) Clause 6 authorises the Secretary of State compulsorily to acquire so much of land within the limits shown on the plans and sections accompanying the Bill as may be required for the Crossrail works. Clause 6(3) and Parts 2 and 3 of Schedule 6 apply certain legislation relating to compulsory purchase compensation, subject to

modification. The power of compulsory acquisition is subject to a five year time limit, extendable by order of the Secretary of State.

- (e) Clause 7 provides, among other things, authority for the Secretary of State by further compulsory purchase order to acquire land outside the limits shown on the plans and sections or land within the limits but not subject to the powers under clause 6, if required in connection with the Crossrail works.
- (f) Clause 10 provides for the grant of deemed planning permission for development authorised by the Bill and Clause 10(5) in particular applies Schedule 7 which sets out certain controls in favour of local planning authorities over detailed aspects of the Crossrail works.
- (g) Clause 11 provides that deemed planning permission for the scheduled works will be subject to a 10 year time limit, extendable by order of the Secretary of State.
- (h) Clauses 45 and 46 make provision for transfer schemes and nomination of undertakers respectively.
- (i) Clause 47 and Schedule 12 disapply and modify certain statutory controls.
- (j) Clause 50 applies Section 10(1) Compulsory Purchase Act 1965 (compensation for injurious affection) subject to the proviso that liability for compensation for land injuriously affected by the Crossrail works falls to the nominated undertaker, as opposed to the Secretary of State.
- (k) Clause 54 provides a power to modify deposited plans or the book of reference if they are inaccurate.

Introductory

- 4 Your Petitioner is the owner of the long leasehold interest in a distribution warehouse and surrounding land at Manor Wharf, Isis Reach, Belvedere.
- 5 Your Petitioner carries out the following activities from its premises a 100,000 square feet (but being currently extended) facility for the warehousing and storage and retrieval of documents, records and data including paper, computer disks and tapes, microfilm and microfiches, master audio and video tapes, film and optical disks, x-rays and blueprints. This operation involves very many vehicle movements in and out of the facility on a daily basis and such vehicles include cars, vans, light and heavy goods vehicles and articulated lorries. The security of the facility is paramount to the business of your Petitioner and forms a central plank of the business terms in its customer contracts.
- 6 Your Petitioner employs approximately 85 staff at the premises. Your Petitioner is the UK subsidiary of Iron Mountain Inc., a company with 2004 revenues of \$1.8 billion and net income of \$94 million.
- 7 Your Petitioner understands that its interests in those parts of its premises identified as plots 99 102, 106, and 108 are sought to be acquired and plot 93 over which your Petitioner has an interest so that a conveyer can be constructed across its land so as to allow excavated material to be moved from a worksite to the north of its premises to Manor Wharf, where the materials will be

loaded on to barges. It is understood that it is intended that the facility will be operational for a period of two and half years and that loading of barges may be required (and therefore operation of the conveyer) twenty-four hours a day.

8 Your Petitioner obtains access to its premises by a private road known as Isis Reach, which joins Norman Road close to the junction of Norman Road with Picardy Manorway.

9 The Bill makes provision for the use of Isis Reach by construction traffic as well as the use of Norman Road. Temporary widening of Norman Road is proposed in order to enable it to carry the expected number of lorry movements in connection with access to the barge loading facility.

10 Your Petitioner and its rights, interests and property are injuriously affected by the Bill. Your Petitioner does not object to the principle of the proposed railway transport system. However, your Petitioner is greatly concerned by the provisions of the Bill as they may affect its premises at Isis Reach, Belvedere, and its business. For this reason and having regard to the more detailed particulars referred to below, your Petitioner objects to the Bill.

Land Acquisition

11 Your Petitioner submits that the land acquisition and acquisition of rights sought in respect of its land interests go beyond that which is reasonably required and another solution should be investigated by the promoter which does not require the provision of a conveyor over its land, or construction traffic to use either Isis Reach or Norman Road.

Compensation provision

12 Your Petitioner further submits that provisions within the Bill regarding compensation in respect of compulsory acquisition and other matters are not sufficient to compensate your Petitioner adequately for the disruption which will be caused to its business.

13 Furthermore, to the extent that the powers under the Bill are not exercised following its enactment, your Petitioner will suffer significant blight and your Petitioner humbly submits that there is no or alternatively that there is inadequate provision in the Bill for compensating your Petitioner in this regard.

14 Your Petitioner is also concerned that the provisions in the Bill for renewal of compulsory purchase powers and planning permission (clauses 6(7) and 11(2) respectively) are too widely drawn and prolong the period of blight suffered by your Petitioner's property and others. Whilst the renewal of compulsory acquisition powers is subject to special Parliamentary procedure, your Petitioner humbly submits that greater protection should be given to owners and occupiers of land affected by the proposed works through regulation of the circumstances in which such renewal may be ordered. In the event that the validity of the powers or the planning permission is extended, your Petitioner seeks provision for affected land owners and occupiers to be consulted and to be given the opportunity to make representations. Your Petitioner submits that as it currently stands the Bill fails to provide for such matters. This is a significant omission. During the time limit for compulsory acquisition powers (5 years) and for implementation of planning permission (10 years) circumstances can change significantly and so too the impact of the exercise of such powers or the implementation of such permission. It is essential that impacts should be comprehensively reassessed. Your Petitioner submits that the same considerations should apply to the power to correct deposited plans (Clause 54).

General

15 For the foregoing and connected reasons your Petitioner respectfully submits that, unless the Bill is amended as proposed above, the Bill should not be allowed to pass into law.

16 There are other clauses and provisions of the Bill which, if passed into law as they now stand will prejudicially affect your Petitioner and its rights, interests and property and for which no adequate provision is made to protect your Petitioner.

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 they may be heard by its 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 Petitioner and in support of such other clauses and provisions as may be necessary or expedient for their protection and benefit, or that such other relief may be given to your Petitioner in the premises as your Honourable House shall deem meet.

AND your Petitioner will ever pray, &c.

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AGAINST, By Counsel, &c.