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IN PARLIAMENT

HOUSE OF COMMONS

SESSION 2013 - 2014

HIGH SPEED RAIL (LONDON TO WEST MIDLANDS) 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 LAND SECURITIES (HOTELS) LIMITED

SHEWETH as follows:-

1. A Bill (hereinafter called "the Bill") has been introduced into and is now pending in your honourable House intituled "A Bill to make provision for a railway between Euston in London and a junction with the West Coast Main Line at Handsacre in Staffordshire, with a spur from Old Oak Common in the London Borough of Hammersmith and Fulham to a junction with the Channel Tunnel Rail Link at York Way in the London Borough of Islington and a spur from Water Orton in Warwickshire to Curzon Street in Birmingham; and for connected purposes".
2. The Bill is presented by Mr Secretary McLoughlin, supported by the Prime Minister, the Deputy Prime Minister, Mr Chancellor of the Exchequer, Mrs Secretary May, Mr Secretary Vince Cable, Mr Secretary Duncan Smith, Mr Secretary Pickles, Mr Secretary Paterson, Mr Secretary Davey and Mr Robert Goodwill.
3. The Bill is promoted by the Secretary of State for Transport (hereinafter called "the Promoter").

Relevant clauses of the Bill

4. Clause 1 (Power to construct and maintain works for Phase One of High Speed 2) of the Bill would enable the nominated undertaker to construct and maintain the works specified in Schedule 1 ("the scheduled works") and deviate within the limits of deviation.
5. Clause 2 (Further provision about works) of the Bill would enable the nominated undertaker to carry out the works in Clause 2 and Schedule 2 and Schedule 3 to the Bill.
6. Clause 3 (Highways) would enable the nominated undertaker to exercise the powers in Schedule 4 to the Bill.
7. Clause 4 (Power to acquire land compulsorily), Schedule 5 and Schedule 6 to the Bill would enable the Secretary of State to compulsorily acquire so much of the land within the Act limits (within the limits of deviation for the schedule works, or within the limits of

- the land to be acquired or used) as may be required for Phase One purposes and sets out provisions about the application of compulsory purchase legislation.
8. Clause 5 (Acquisition of rights in land), Schedule 7 and Schedule 8 to the Bill would enable the Secretary of State to exercise the power under Clause 4 to create or acquire easements or other rights and impose restrictive covenants. Schedule 9 contains provisions about the application of compulsory purchase legislation to a compulsory acquisition under Clause 5.
 9. Clause 6 (Acquisition of part of land) of the Bill would enable the provisions of Schedule 10 to apply instead of section 8(1) of the Compulsory Purchase Act 1965.
 10. Clause 7 (Acquisition of airspace) of the Bill would enable the Secretary of State to exercise the power under Clause 4 in relation to air space over the land only. Clause 7 excludes the limitation on only selling part of a house, building, manufactory, park or garden belonging to a house under section 8(1) of the Compulsory Purchase Act 1965.
 11. Clause 8 (Acquisition of subsoil or under-surface) and Schedule 11 of the Bill would enable the Secretary of State to exercise the power under Clause 4 in relation to subsoil or under surface of the land only. Clause 8 excludes the limitation on only selling part of a house, building, manufactory, park or garden belonging to a house under section 8(1) of the Compulsory Purchase Act 1965.
 12. Clause 9 (Highway subsoil) of the Bill would enable the nominated undertaker to enter upon, take and use for the purposes of the works authorised by the Act so much of the subsoil of any highway within the Act limits as is required for the construction or maintenance of those works, without being required to acquire that subsoil or any interest in it. Clause 9 of the Bill would also enable Schedule 12 and restrictions on powers to use subsoil and acquire land.
 13. Clause 10 (Termination of power to acquire land) of the Bill would set a termination date for exercising the power to acquire land to 5 years from the date the Act is passed. Clause 10 would also enable the Secretary of State to make an order extending the termination date for exercising the power to acquire land by 5 years and would enable Schedule 13 that contains provisions about a right to require acquisition where an order is made.
 14. Clause 11 (Extinction of rights over land) and Schedule 14 of the Bill would enable the extinguishment of private rights of way, rights of common, easements, liberties, privileges rights, advantages, natural right to support and restrictions under contract.
 15. Clause 12 (Extinction of rights of statutory undertakers) of the Bill would apply section 271 to 273 of the Town and Country Planning Act 1990 (extinguishment of rights of statutory undertakers) in relation to land held by the Secretary of State as being land which is required for or in connection with the works authorised by the Act as they apply in relation to land acquired or appropriated as mentioned in section 271(1) of that Act.
 16. Clause 13 (Exclusion of new rights of way) of the Bill would exclude the acquisition of rights of way by prescription or user over land.

17. Clause 14 (Temporary possession and use of land) would enable the nominated undertaker to exercise the powers in Schedule 15 of the Bill including specified land and land within the limits of deviation.
18. Clause 15 (Use of roads) would enable the nominated undertaker to use roads situated on land specified in Schedule 8 and the table in paragraph 2 of Schedule 11.
19. Clause 16 (Cranes) of the Bill would enable the nominated undertaker to use airspace for the oversailing of Cranes.
20. Clause 17 (Enforcement of restrictions on land use) of the Bill would enable the Secretary of State to enforce the prohibition or restriction of use of land imposed by covenant or agreement between a person interested in the land (the promisor) and the Secretary of State against persons deriving title from or under the promisor.
21. Clause 18 (Compensation for injurious affection) of the Bill would enable section 10(1) of the Compulsory Purchase Act 1965 to have effect in relation to land injuriously affected by the execution of works under the Act by the nominated undertaker.
22. Clause 19 and Schedule 16 (Deemed planning permission) of the Bill would deem planning permission to be granted, impose planning conditions and require the nominated undertaker to submit details to the planning authorities for approval.
23. Clause 20 (Time limit on deemed planning permission) of the Bill would enable the Secretary of State to extend by order the time for beginning development beyond the 10 year time limit.
24. Clause 21 (Power to disapply deemed planning permission) of the Bill would enable the Secretary of State by order to provide that the deemed planning permission does not apply to development consisting of operations for the maintenance or alteration of the work which begin on or after a day specified in the order.
25. Clause 22 (Parking at Birmingham Interchange: limit on deemed planning permission) of the Bill would limit the application of the deemed planning permission in relation to development involving parking spaces at Birmingham Interchange.
26. Clause 23 (Development Consent) of the Bill would provide that the works authorised by the Act do not require consent under the Planning Act 2008.
27. Clause 24 (Listed buildings) and Schedule 17, Clause 25 (Ancient monuments) and Schedule 18, Clause 26 (Burial grounds) and Schedule 19, Clause 27 (Consecrated land), Clause 28 (Commons and open spaces), Clause 29 (Trees), Clause 30 (Overhead lines), Clause 31 (Water) and Schedule 20, Clause 32 (Buildings) and Schedule 21 and 22, Clause 33 (Street works) and Schedule 23, and Clause 34 (Lorries) and Schedule 24 of the Bill would disapply or modify statutory controls.
28. Clause 35 (Noise) of the Bill would enable Schedule 25 and provide the nominated undertaker with a defence in respect of statutory nuisance.
29. Clause 36 (Local Acts) and Schedule 26 of the Bill would disapply or modify statutory controls under local Acts relating to London, Oxfordshire, Staffordshire and the West Midlands.

30. Clauses 37 to 46 of the Bill, together with the associated schedules confirm provisions relating to the modification and discharge of the railways regulatory regime as well as miscellaneous and general provisions relating to statutory undertakers and nominated undertakers and the transfer of functions.
31. Clause 47 (Compulsory acquisition of land for regeneration or relocation) of the Bill would enable the Secretary of State to compulsorily acquire any land if the construction or operation of Phase One of HS2 gives rise to the opportunity for regeneration or development of the land.
32. Clause 48 (Power to carry out reinstatement works) of the Bill would enable the nominated undertaker to carry out re-instatement works within the Act limits where the operation or use of the whole or part of an undertaking is discontinued or substantially impaired as a result of the exercise of any power under the Act.
33. Clause 50 (Power to apply Act to further high speed rail works) of the Bill would enable a Transport and Works Act order relating to a relevant Phase One matter to apply any provision of the Act, with or without modification, to anything authorised by the order so far as relating to that matter.
34. Clause 51 (Rights of entry for further high speed rail works) of the Bill would enable an authorised person in connection with a Bill or proposed Bill for a high speed railway line in Great Britain to enter any land within 500 metres of the proposed route of the line for surveying the land or facilitating compliance with EU environmental protection legislation.
35. Clause 52 (Exercise of rights of entry) of the Bill would enable provisions relating to exercising rights of entry.
36. Clauses 53 to 56 of the Bill, together with the associated Schedules contain provisions relating to Crown Land, Highways for which Secretary of State is highway authority and Royal Parks.
37. Clause 57 ("Deposited plans" and "deposited sections") of the Bill would enable a copy of deposited plans or deposited sections, or any extract from those plans or sections, certified as such by the Secretary of State to be admissible in any proceedings as evidence of its contents.
38. Clause 58 (Correction of deposited plans) of the Bill would enable the Secretary of State to apply to two justices for the correction of the plans or book of reference.
39. Clause 59 (Environmental Impact Assessment Regulations) of the Bill would enable the Environmental Impact Assessment Regulations to have effect as if the definition of "EIA development" in regulation 2(1) and regulation 8 are amended.
40. Clause 60 (Arbitration) of the Bill would enable differences to be referred to and settled by a single arbitrator to be agreed between the parties or appointed by the President of the Institution of Civil Engineers
41. Clause 61 (Notices and other documents) of the Bill would enable provisions relating to the delivering of documents and notices.

42. Clause 62 ("Phase One Purposes") of the Bill would enable the definition of "Phase One Purposes".
43. Clause 63 (Interpretation) of the Bill would enable the definitions set out in clause 63.
44. Clause 64 (Financial provision) of the Bill would enable the payment of expenditure incurred by the Secretary of State in consequence of the Act and any increase attributable to the Act in the sums payable out of money so provided under any other enactment.

Your Petitioner and its Properties

45. Your Petitioner, Land Securities (Hotels) Limited (Company registration number 06046966), is a subsidiary of Land Securities Group plc.
46. Land Securities Group plc is a FTSE 100 company and the largest real estate investment trust in the United Kingdom on the basis of equity market capitalisation. It owns, develops and manages commercial property through its Retail Portfolio, London Portfolio and Hotel Portfolio. Its Hotel Portfolio consists of 29 Ibis and Novotel branded hotels located throughout the United Kingdom, with 4,928 rooms in prime locations.
47. Your Petitioner has leasehold interests in the following properties affected by the scheduled works or in the vicinity of the proposed railway:
 - (a) in the London Borough of Camden, Hotel Ibis Euston, with title number NGL878438, as referred to in notice number C271/007836, falling within plot 61 on plan number 1-01 (the "**First Property**"); and
 - (b) in Solihull Metropolitan Borough, Novotel Birmingham Airport Hotel, with title number WM915644, as referred to in notice number C274/000238, falling within plot 48 on plan number 3-008 (the "**Second Property**").
48. The First Property and Second Property are two hotels within a portfolio of twenty-nine that were purchased in 2007. The First Property is the most profitable hotel within the portfolio and has an occupancy rate of over 90%. The Second Property is also very profitable due to its location at Birmingham International Airport.

Your Petitioner's concerns

49. Your Petitioner supports the principle of the construction and operation of a high speed railway and associated development between London and the West Midlands. Your Petitioner seeks to work together with the Promoter, the Government, HS2 Ltd and relevant local authorities to facilitate the provision of Phase 1 of HS2. Your Petitioner also seeks to enter into an agreement with the Promoter to address its concerns.
50. Your Petitioner is, however, apprehensive about the provisions of the Bill as they may affect the First Property and the Second Property ("the Properties"). For this reason, and having regard to the more detailed particulars referred to below, your Petitioner objects to the Bill and its provisions as set out in this Petition and it alleges and is prepared to prove that it and its property, rights and interests are injuriously and prejudicially affected by the Bill for the reasons (amongst others) set out below.
51. Under the Bill, the First Property will be compulsorily acquired and the land will form part of the HS2 Euston station.

52. Under the Bill, part of the Second Property will be compulsorily acquired for the provision of a worksite and access for construction. Plan CT-05-106-L2 from the Community Forum Area Report 24 (Birmingham Interchange and Chelmsley Wood), forming part of the HS2 Environmental Statement ("the Plan"), shows a 'people mover' (due to be constructed as part of the works associated with the high speed railway) running from the Birmingham Airport people mover stop in an easterly direction to the Birmingham International people mover stop. The Birmingham Airport people mover stop is in close proximity to the Second Property. The Plan also shows that the Second Property is in close proximity to the Birmingham Airport Station satellite compound and the Birmingham International Station satellite compound.
53. Your Petitioner believes that the Second Property is being acquired for the construction of the people mover and the Birmingham Airport People Mover Stop. This, however, has not been confirmed by the Promoter or HS2 Ltd. Part of the Second Property is marked on Plan 3-008 as 'land not to be acquired or used'. It has not been confirmed to Your Petitioners why this part of the Property is not to be compulsorily acquired.

Compulsory purchase and acquisition of airspace, subsoil, rights and related matters

54. Your Petitioner objects to the provisions of Clauses 1 to 18 and 47 of the Bill which adversely affect and interfere with the First Property and the Second Property. Under these provisions, and in particular those in Clauses 4 to 9 of the Bill, the Promoter would be able to acquire compulsorily any one or all of those of your Petitioner's Properties within the limits of deviation, or at least so much of the airspace, subsoil and undersurface or such new rights, under or over the First Property and the Second Property as the Promoter may require for the purposes of the construction and use of the scheduled works. In respect of these Properties your Petitioner questions the need for such extensive powers, fearing that their exercise could lead to damage to these Properties and to a serious detraction from your Petitioner's and their tenants' quiet enjoyment of them, with the result that significant loss and damage could be suffered by your Petitioner.
55. Your Petitioner humbly submits that the Promoter should not be permitted by means of the Bill to interfere with private property rights and interests unless, and except to the extent (if any) that this can be demonstrated both to be necessary for the purposes of the Bill and to be in the public interest.
56. Your Petitioner has not been provided with full justification for the proposals in the Bill affecting their Properties and it is not satisfied that it is necessary or appropriate for the limits of deviation to be drawn so widely so as to or that it is necessary or expedient for the other powers of the Bill to apply at all or in the manner or to the extent proposed.
57. Your Petitioner also humbly submits the clause 47 of the Bill is unjustified and without precedent as the power to acquire land is not limited spatially or by time and should therefore be removed from the Bill as it may be used against the Second Property and other properties owned by your Petitioner and its parent company at any time.
58. Accordingly, your Petitioner humbly submits that the Promoter should demonstrate and be put to strict proof of the need for and desirability of the proposals in the Bill, as affecting your Petitioner's Properties, and that the limits of deviation, the resulting powers for the compulsory acquisition of land or of interests in land, the power to construct works and the exercise of works and ancillary powers within the limits of

deviation should be restricted in relation to your Petitioner's Properties to the extent (if any) to which they can be strictly justified so as to minimise or prevent interference with those Properties. In particular, your Petitioner contends that any interest in its Properties acquired by the Promoter (in terms of the area over which it is to subsist, the form in which it is to take at law and any express or implied constraints which may be imposed upon the remainder of your Petitioner's Properties) should be strictly limited only to that which is absolutely necessary for the construction, safe operation and maintenance of the proposed works.

59. Your Petitioner further humbly 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 for the loss, damage and inconvenience which it might suffer as a result of the construction and subsequent use of the proposed works. Further provisions should, your Petitioner submits, be included in the Bill, including provisions respecting the making and assessment of claims for compensation and amendments to the Compensation Code, as well as indemnifying your Petitioner for any loss they might suffer as the result of losses incurred in the shadow of the HS2 proposals, unfavourable rent reviews or lease negotiations respecting the leases currently affecting some of their Properties insofar as the reduced rent payable (as it may differ from open market rent) is attributable to the scheduled works and their effect on your Petitioner's Properties, or for any loss (so attributable) which your Petitioner might suffer in the event of them not being able to re-let their Properties (in whole or in part) to existing or new tenants or in the event of them only being able to do so at a reduced premium or rent.
60. Your Petitioner also objects to the compensation provisions of the Bill in that those provisions are totally inadequate to compensate your Petitioner in circumstances where no land (or interests in land) is acquired by the Promoter under the Bill, but where the value of such land and the Properties erected thereon is reduced or where such land and the Properties erected thereon is otherwise adversely or injuriously affected by the construction or use of the proposed works. Your Petitioner therefore submit, that the Bill should be amended to provide adequate compensation in this regard.

Your Petitioner's concerns in relation to the First Property

61. Your Petitioner objects to the compulsory acquisition of the First Property for the following reasons. In particular, it is not necessary, reasonable or justifiable for your Petitioner's interests in the First Property to be compulsorily acquired, given the uncertainty surrounding the proposals for redevelopment of Euston Station. In this respect your Petitioner notes that Sir David Higgins in his report HS2 Plus stated that *"I propose the Government should look at a more comprehensive redevelopment of Euston"*. In addition, Sir David Higgins stated: *"The geography, layout and context of Euston make it a particularly difficult site, and I understand the reasons behind the current scheme. However, an alternative proposal that the Government could consider is a level deck design, which would enable access from one side of the station to the other, better connecting the station to the local area and the community. It could also create the potential for considerable over-site development, which could combine housing, retail and commercial development. As in St. Pancras and King's Cross, this would maximise both the aesthetic and jobs impact of the development. Further work can and should be done to develop this alternative – and explore, in particular, how the*

private sector would help deliver a Euston that lasts, without additional contributions from the taxpayer."

62. Your Petitioner notes that in a written statement of Parliament on 17 March 2014, the Promoter welcomed the 'HS2 Plus' report and in particular stated that: *"I also agree with the report that more can be made of Euston station. It is a significant opportunity to maximise the economic potential of the line and regenerate a site that has been neglected. It is also a significant opportunity to generate private sector investment that can reduce the overall burden on the taxpayer. I will, therefore, ask HS2 Ltd and Network Rail to develop more comprehensive proposals for the redevelopment of Euston, working with the rail industry and the local community. This work should include proposals for the Euston arch which should never have been knocked down and which I would like to see rebuilt."*
63. Your Petitioner humbly submits that in the absence of any firm proposals for the redevelopment of Euston within a proposed timetable it would be premature and unjustified to acquire your Petitioner's land and interests in the First Property. Your Petitioner is concerned that future proposals that may not include or injuriously affect the First Property. In such circumstances and until there is a detailed scheme for the redevelopment of Euston your Petitioner does not believe there is a compelling case in the public interest for the acquisition of the First Property.
64. Notwithstanding the foregoing, your Petitioner and its parent seek to work together with the Promoter and HS2 Ltd in a mutually collaborative manner to achieve a more comprehensive redevelopment at Euston, as the development partner, in the manner suggested by Sir David Higgins in his HS2 Plus report. Your Petitioner's parent company has significant experience of delivering complex high value development across London and the United Kingdom. Its development along Victoria Road and around Victoria Station is an example of its unrivalled track record of large scale mixed use development.
65. However, in the event that it is not possible for your Petitioner, the Promoter and HS2 Ltd to work together in a mutually collaborative manner, your Petitioner requests that the Promoter acquires another site of equivalent nature and location to that of the First Property so that your Petitioner can relocate the Ibis hotel to such site and carry on its business.

Your Petitioner's concerns in relation to the Second Property

66. Your Petitioner is concerned that, from the information provided to your Petitioner and publically available from the HS2 Environmental Statement, as detailed above, the extent to which the Second Property is due to be compulsorily purchased is not clear.
67. Your Petitioner objects to the compulsory acquisition, whether temporarily or permanently, of any part or the entirety of the Second Property, particularly as there are no reasons or justification given for such acquisition. If part of the Second Property is to be compulsorily acquired, any remaining part of the Second Property would not be sufficient to continue operating the Second Property as a hotel, rendering the Second Property as effectively unusable. The proposed acquisition of the car parking and access roads servicing the Second Property will also severely detrimentally affect the ability for the Second Property to operate as a hotel.

68. To the extent that the Second Property is not compulsorily acquired pursuant to the Bill, your Petitioner has the following further concerns.

Construction of works proposed to be authorised by the Bill

69. Your Petitioner is concerned about the impact of the construction and operation of a high speed railway and its associated development on the Second Property, including but not limited to the operation of the Birmingham Airport Station satellite compound and the Birmingham International Station satellite compound, and the construction of the 'people mover' running from the Birmingham Airport people mover stop, in an easterly direction, to the Birmingham International people mover stop. The Birmingham Airport people mover stop is in close proximity to the Second Property.
70. Your Petitioner requests that the nominated undertaker is subject to binding mitigation measures to mitigate the impacts of these works. These binding mitigation measures should include but not be limited to restrictions on noise and vibration, construction hours, vehicle movements and operating hours, monitoring compliance with these restrictions and enforcement of these restrictions. The nominated undertaker should also mitigate the impact of noise and vibration through measures such as noise insulation and barriers.
71. Your Petitioner is concerned that the nominated undertaker's ongoing accountability is unspecified. The Code of Construction Practice does not identify how any lead contractors will be made to comply with the Code of Construction Practice, nor does it specify the redress and appropriate action that might be taken in the event that the contractors do not comply with the Code of Construction Practice. Assessment in the HS2 Environmental Statement is made on the assumption that the Code of Construction Practice and the strategies will be fully effective, however, the Code of Construction Practice has no legal status.
72. Your Petitioner submits that the Code of Construction Practice should be incorporated into the Bill. Parliament and not the nominated undertaker should be accountable for the project. Any monitoring required under the Code of Construction Practice should involve the relevant local authority as well as independent experts.
73. The standards set out in the HS2 Phase 1 Environmental Statement and the Code of Construction Practice are "reasonableness" and "reasonable endeavours". Your Petitioner submits that this should be replaced by a higher standard, i.e. "best practical means" and the measures should be agreed with the relevant local authority and Community Forum Area. Measures should be subject to independent assessment, verifiable and challengeable. This applies to noise as well as other effects that are to be addressed in the Code of Construction Practice.
74. Your Petitioner submits that a specific construction management plan should be produced to manage and co-ordinate the operation of construction camps which should clearly outline the phases of activity and a co-ordinated management of their interaction, and a framework for enforceable measures. A construction management plan should be available to each Community Forum Area showing the timetables and community impact, as well as mitigation measures.

75. Your Petitioner is concerned that having regard to the noise-sensitive nature of the hotel business at the Second Property, the construction of the high speed railway and its associated development is likely to create considerable disruption.
76. Your Petitioner requests that under binding mitigation measures hours of construction should be strictly limited from 08:00 to 17:00 Monday to Friday.

Access

77. Your Petitioner is concerned that the compulsory acquisition of plot 47, as shown on plan 3-008, will remove the only means of vehicular access to the Second Property. The compulsory acquisition of the nearby car park will also have a detrimental effect on the Property. The Petitioner believes that the impact of this compulsory acquisition on your Petitioner's Second Property and business were not properly assessed in the HS2 Environmental Statement, and no information about the proposed mitigation of these access and car park closures have been provided.
78. Without vehicular and pedestrian access and car parking, your Petitioner's business at the Second Property cannot reasonably continue and would result in severe difficulties for those wishing to access and travel to the Second Property as well as risks to health and safety. Your Petitioner therefore requests that during construction and operation of the high speed railway and its associated development the access roads forming part of plot 47 on plan 3-008 (including Comet Road and Trident Road) should at all times be kept open and available for use by vehicular traffic and pedestrians. The car parking facilities at the Second Property should also remain open and available for use during construction and operation of the high speed railway and its associated development.
79. Your Petitioner further requests that the nominated undertaker should be required under the Bill to provide detailed plans, method statements and other particulars of works including the work programmes and schedules of deliveries (in particular abnormal deliveries) occurring in proximity to the Property substantially in advance of the commencement of construction operations.

Objection to road closure or closing a public right of way

80. Your Petitioner is concerned about the closure of footpath number M104, which runs from north to south at the east side of the Second Property, and is required for the works associated with the people mover construction. It is due to be reinstated along its existing alignment upon completion of people mover construction. Your Petitioner and patrons of the hotel at the Second Property use this footpath regularly to access the Second Property on foot. Therefore closure of this footpath would cause serious disruption to your Petitioner and its hotel business at the Second Property.
81. Your Petitioner requests that if footpath M104 is to be closed at any point. The alternative route must be agreed with the relevant authorities.

Noise

82. Your Petitioner is concerned about the effects of noise arising from the construction of the high speed railway and associated development including heavy lorry traffic.

measures to limit structural and other damage to the Second Property, and installation of noise barriers which ensure compliance with WHO acceptable peak sound levels.

Highways

93. Your Petitioner is concerned that the construction of the high speed railway and associated development at highway in the vicinity of the Property and on the wider area will impact significantly upon the use of the Property as a hotel by way of noise, disturbance, visual intrusion and traffic increases.
94. Your Petitioner is concerned about the use of unsuitable highways by large vehicles delivering equipment and supplies, and removal of spoil during the construction works as well as use of highways by other vehicles. The use and routing of large vehicles within the vicinity of the Property is also a matter of concern to your Petitioner.
95. Your Petitioner requests that hours for the movement of construction traffic are limited to 08:00 to 17:00 Monday to Friday, and there are limits on the number of vehicle movements, limits on the size of vehicles, and other miscellaneous related matters.
96. Your Petitioner requests that large vehicles as well as other construction traffic must be strictly controlled, having regard to the particular sensitivities of the area. Your Petitioner therefore requests that the nominated undertaker should be subject to binding mitigation measures in relation to the control of all construction traffic, assessment of suitability of roads for construction traffic, routing of lorries and other vehicles in accordance with a list of routes to be agreed with the nominated undertaker and your Petitioner.
97. Your Petitioner requests that binding mitigation measures should include traffic management plans to be agreed between the nominated undertaker, the relevant local authority and the relevant highway authority to be monitored and enforced by environmental health officers.

Dust, Dirt and Disturbance

98. Your Petitioner is concerned about dust and dirt produced during construction of the scheduled works. Your Petitioner would wish to see binding commitments imposed on the Promoter to require adherence to agreed measures to reduce dust, and to carry out additional mitigation if dust continues to be a nuisance to your Petitioners' Properties. Your Petitioner requests that provision be made to ensure that the Promoter takes responsibility for the reimbursement of your Petitioner for additional expense caused by dust and dirt, such as more frequent cleaning and painting of their affected Properties and more frequent replacement of air conditioning filters.
99. The surface works, particularly the use of working sites and the removal of spoil, will further impact upon the quiet enjoyment of Properties in the vicinity. Major increases in lorry movements during the construction period are to be expected, the disruptive effect of which will be compounded by the permanent and temporary stopping up of nearby roads.

Services

100. Your Petitioner is concerned that there is the potential for disruption to utilities and other services provided to the Second Property. Any disruption in the services to the Second Property is unacceptable to your Petitioner because the hotel business at the Second

Property is dependent upon being able to provide adequate utilities and services to its patrons.

101. Your Petitioner requests that the nominated undertaker should be subject to binding mitigation measures in relation to any disruption to services and contingency measures in the event of disruption to services. The binding measures should include implementing alternative proposals prior to any relocation of utilities and indemnifying your Petitioner for any loss or damages arising from such works.
102. Your Petitioner does not consider that the nominated undertaker requires the roads for the purposes it indicates and that alternative accesses exist and can be used by the nominated undertaker with less impact on your Petitioner's interests.

Your Petitioner's general concerns in relation to both the First Property and the Second Property

Blight

103. Your Petitioner respectfully submits that the proposals contained in the Bill are causing a blight on your Petitioner's Properties, and have done so for more than 3 years before the Bill's submission to Parliament. Your Petitioner fears that prospective purchasers and lessees will state that the proposals so blight the Properties that they are not interested in acquiring any part of them, or that prospective or existing lessees 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 and your Petitioners respectfully suggest that it should do so. Your Petitioner would like a binding commitment from the Promoter not to acquire its Properties before a specific date.

Indemnity

104. Your Petitioner submits 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.

Costs

105. 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.

Conclusion

106. In light of the above, your Petitioner reserves the right to raise the above matters and any further matters of concern relating to the substance of the Bill and this Petition that may arise from continuing discussions, the preparation and publication of reports, any possible revisions that may be made to current work site proposals or any other matters relevant to your Petitioner's expressed concerns that may occur in due course and prior to our representation before the Select Committee.

107. For the foregoing and connected reasons your Petitioner respectfully submits that, unless the clauses of the Bill are removed or amended as requested, then the Bill should not be allowed to pass into law.
108. There are other clauses and provisions in the Bill which, if passed into law as they now stand will prejudicially affect your Petitioner and their rights, (including their human rights) interests and property and for which no adequate provision is made to protect your Petitioner and other clauses and provisions necessary for their protection and benefit are omitted therefrom.

YOUR PETITIONER 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 such of the clauses and provisions of the Bill as affect 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, 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


Christopher Stanwell
Partner
on behalf of
NABARRO LLP
Acting as Agent for the Petitioner

IN PARLIAMENT

HOUSE OF COMMONS

SESSION 2013 - 2014

HIGH SPEED RAIL (LONDON TO WEST MIDLANDS) BILL

PETITION OF LAND SECURITIES (HOTELS) LIMITED

Against – On Merits – Praying to be heard by counsel, &c.

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