

IN PARLIAMENT
HOUSE OF COMMONS
SESSION 2013-14

HIGH SPEED RAIL (LONDON - WEST MIDLANDS) BILL

Against – on Merits – 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 Sainsbury's Supermarkets Ltd and Sainsbury Propco B Limited referred to herein as 'Your Petitioner'

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 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, Secretary Theresa May, Secretary Vince Cable, Secretary Iain Duncan Smith, Secretary Eric Pickles, Secretary Owen Paterson, Secretary Edward Davey and Mr Robert Goodwill.
- 3 Clause 1 authorises the construction and maintenance of the works for the delivery of a railway which is known as Phase One of High Speed 2. The works are listed in Schedule 1 and shown on the plans and sections deposited with the Bill. Clause 2 authorises the carrying out of ancillary works and provisions relating to these works are detailed in Schedule 2.
- 4 Clauses 1 to 36 (together with Schedules 1-18, 25 and 26) set out the mechanics for authorising and constructing the railway, including: authorising ancillary works; taking temporary possession and compulsory acquisition of land (and interests in land) in connection with the works; the extinguishment of private rights over land within the limits of deviation and within the limits of land to be acquired or used; the grant of deemed planning permission for development authorised by the Bill; the disapplication of controls relating to historic buildings; the modification of sections 60 and 61 of the Control of Pollution Act 1974 and the prohibition of orders being made in proceedings brought by a person aggrieved by statutory nuisance, in specified circumstances.
- 5 Clause 10 provides that the compulsory purchase powers conferred by Clause 4(1) will be live for a period of 5 years from the date the Bill receives Royal Assent but may, by order of the Secretary of State, be extended for a further period of up to 5 years.
- 6 Clause 18 applies section 10(1) of the Compulsory Purchase Act 1965 (compensation for injurious affection) so that liability for compensation for land injuriously affected by the Phase One HS2 works falls to the nominated undertaker, rather than to the Secretary of State.
- 7 Clauses 37 - 42 of the Bill establish a regulatory regime for the proposed railway. Clause 43 make provision for the appointment of a nominated undertaker to carry out some, or all, of the

works specified in the Bill. Under Clause 44 the Secretary of State may put in place a transfer scheme to transfer any property, rights and liabilities from High Speed (HS2) Limited (or any subsidiary thereof) to any person.

- 8 Clause 47 authorises the compulsory acquisition of land for regeneration or relocation opportunities arising as a result of the works. Clause 48 makes provision for the carrying out of reinstatement works within the limits of deviation and within the limits of land to be acquired or used.
- 9 Clauses 49 - 52 make provision for further high speed rail works. Clauses 53 - 56 authorise the exercise of the powers in the Bill in specified circumstances in relation to Crown land, highway for which the Secretary of State is highway authority and royal park land. Clauses 57 to 65 are miscellaneous provisions.
- 10 Your first-named Petitioner is a body corporate and carries on business as a supermarket and convenience store retailer via a network of stores and depots. Your first-named Petitioner holds interests in the following properties:
 - a) Lessee and occupier of Unit 2 which forms part of the offices, shops, restaurants and premises (Euston Station), offices (Grant Thornton House, 22 Melton Street, One Euston Square and The Podium), shops, restaurants and public house (Euston Station Colonnade), premises, footways, access roads, ramps and step (Plot 29 London Borough of Camden) ("Euston Station Store");
 - b) Lessee and occupier of Unit 2 which forms part of the car park, ramps, shops, restaurants, offices, ticket hall, concourse, platforms and premises (Euston Station), underground station (Euston Station) and tunnels carrying railway and works (Northern Line, Victoria Line, West Coast Main Line and Watford DC Line) (Plot 60 London Borough of Camden);
 - c) Lessee and occupier of supermarket and premises (11 Long Drive) (Plot 60 London Borough of Hillingdon) ("South Ruislip Store");
 - d) Occupier of subsoil beneath supermarket and premises (11 Long Drive) (Plot 65 London Borough of Hillingdon); and
 - e) Occupier of subsoil beneath supermarket and premises (11 Long Drive) (Plot 66 London Borough of Hillingdon).
- 11 Your first-named Petitioner's network of stores also includes the following properties:
 - a) London Euston Regents Place Local, 286 Euston Road, London NW1 3DP ("Regents Place Store");
 - b) Mornington Crescent Local, 10-12 Camden High Street, London NW1 0JH ("Mornington Crescent Store");
 - c) Chalk Farm Road Local, 76-77 Chalk Farm Road, London NW1 8AN ("Chalk Farm Store");
 - d) Kilburn Superstore, 88-92 Kilburn High Road, London NW6 4HS ("Kilburn Store");
 - e) Queen's Park Local, 105-109 Salusbury Road, London NW6 6RG ("Queen's Park Store");
 - f) Ladbrooke Grove Superstore, Ladbrooke Grove, London W10 5AA ("Ladbrooke Grove Store");
 - g) Balsall Kenilworth Road Local, Kenilworth Road, Coventry CV7 7EU ("Balsall Common Store");

- h) Castle Vale Superstore, Castle Vale Retail Park, Chester Road, Castle Vale, Birmingham B35 6HB ("Castle Vale Store")

and depots at:

- i) Hams Hall Depot, Plot 9, Hams Hall, Birmingham B46 1AL ("Hams Hall Depot");
- j) Greenford Depot, Auriol Drive, Greenford UB6 0TP ("Greenford Depot"); and
- k) Park Royal Depot, 36/38 Cumberland Avenue, Park Royal, London NW10 7RQ ("Park Royal Depot").

12 Your second-named Petitioner is a body corporate who holds property including the following interests:

- a) Lessee and occupier of supermarket and premises (11 Long Drive) (Plot 60 London Borough of Hillingdon);
- b) Occupier of subsoil beneath supermarket and premises (11 Long Drive) (Plot 65 London Borough of Hillingdon); and
- c) Occupier of subsoil beneath supermarket and premises (11 Long Drive) (Plot 66 London Borough of Hillingdon).

13 Your Petitioner and their rights, interests and property are injuriously affected by the Bill, to which your Petitioner objects for reasons, amongst others, hereinafter appearing.

14 Your Petitioner objects to the following Clauses of the Bill:

- (i) Clauses 1 and 2, Schedules 1 and 2
- (ii) Clause 4, Schedule 6, Schedule 15
- (iii) Clauses 5, 8, 14 and Schedules 5, 7, 11 and 15
- (iv) Clause 19, Schedule 16
- (v) Clauses 47
- (vi) Clauses 51 and 52
- (vii) Schedule 25

15 Your Petitioner does not object to the principle of the proposed railway. However, your Petitioner is greatly concerned by the provisions of the Bill as they may affect its stores and depots in the ways detailed below.

16 For these reasons and having regard to the more detailed particulars referred to below, your Petitioner objects to the Bill on the grounds that it authorises the scheduled works without making provision for the protection of the rights, interests and property of your Petitioner, either absolutely or compared to others who might be affected.

17 Your Petitioner will be affected by the scheduled works in a number of ways which, without provision being made to protect it, will seriously affect its occupation and enjoyment of their property, and their ability to carry on business from it. In this context, to the extent that the works and the operation of the railway (once constructed) affects the ability of your Petitioner to deliver the service expected of it by its customers, or directly affects the ability of customers to undertake their usual shopping and associated trips at your Petitioner's premises, will have an adverse effect on the rights, interests and property of your Petitioner.

18 Accordingly, your Petitioner is sensitive to the effect on its customers of any works which might temporarily or permanently affect the shopping experience enjoyed by those customers. It is your Petitioner's experience that all stores show a fall in sales and customer numbers during disruption, and do not significantly improve until a significant (but variable) time after the completion of the scheme. Your Petitioner reserves the right to bring evidence to support their finding that, in their experience, customers' perception of disruption length is proven to have a direct impact on customer satisfaction. As a result of disruption or temporary closure customers are likely to shop elsewhere and, depending on length of disruption/closure, are prone to continue shopping at the alternative store.

19 The potential harm to your Petitioner's rights, interests and property arises in the following ways:

Clause 1, Clause 2 Schedule 1, Scheduled Works and Schedule 2, Further and Supplementary Provisions

20 Your Petitioner's interests are affected by the works in that interests in its properties at the Euston Store and South Ruislip Store will be acquired to facilitate the Phase One HS2 works. Your first-named Petitioner's interests are further affected in that the stores and depots listed at paragraph 11 will be adversely affected by the carrying out of construction works, noise, dust and emissions, vibrations and utility interruptions.

Clause 5, Schedule 5, Acquisition of land for particular purposes -

21 Your first-named Petitioner objects to the Bill as it will in the long term deprive it of its Euston store. The Bill authorises the acquisition of the entirety of the Euston Store and the basement delivery area from which the unit is serviced. Your first-named Petitioner requires an undertaking that suitable alternative premises will be made available for continued trading following acquisition of the Euston store. The store is incapable of trading without unimpeded access to the delivery area. Your first-named Petitioner has been advised by the HS2 team that the store and the basement delivery area will be acquired at the same time. Your first-named Petitioner requires an undertaking to this effect. Your first-named petitioner also requires an undertaking in respect of the scheme programming to avoid disruption prior to acquisition.

Clause 5, Schedule 7 - Acquisition of rights in land; power to impose restrictive covenants

Clause 8 , Schedules 11 - Land with restrictions relating to surface acquisition

Clause 14, Schedule 15 - Temporary possession of land

22 Your Petitioner objects to the Bill as the acquisition of Plot 60 in the London Borough of Hillingdon ("Plot 60") will seriously disrupt the operations of its South Ruislip store to the extent that it may render the store inoperable. The Bill authorises the temporary possession of Plot 60 (shown on Plan No 1-30). Your Petitioner understands from the HS2 team that this land may be required to allow sewer diversion works, although the extent of the works required is currently unknown. Plot 60 is a private road which provides the sole route of access and egress for customers travelling to the store and/or the petrol filling station in a motor vehicle. The temporary acquisition of this land would render the store inaccessible by motor vehicles as a consequence of which the store could not be serviced and would be forced to close.

23 Your Petitioner is disappointed that no consideration appears to have been given to the impact on the store and to the potential for alternatives. Your Petitioner is willing to grant access rights over Plot 60 to facilitate the carrying out of the sewer diversion works. Your Petitioner has been in discussions with the HS2 team who have indicated that, in principle, they would be willing to agree such arrangements.

24 Your Petitioner seeks an undertaking that strategies for avoiding interference with servicing, delivery and customer access to the South Ruislip store and petrol filling station will be agreed with it prior to the construction works taking place and thereafter adhered to. In addition, your Petitioner requires indemnities and compensation in respect of any losses, damage or expenses caused by or suffered as a result of any disruption to customer or delivery access (including, but not limited to, losses etc. suffered as a result of the loss of trade) arising from the works.

- 25 The Bill authorises the acquisition of the subsoil in respect of Plots 65 and 66 in the London Borough of Hillingdon at a depth of 9m or more and a restrictive covenant imposed over both these plots. These plots are located under the south eastern corner of your Petitioner's store and fall within the limits of deviation for Work No. 1/15 (see Plan 1-30). Your Petitioner requires an undertaking that the acquisition will be limited to the subsoil below 9 metres and seek an undertaking in respect that a scheme programming will be agreed with it prior to the relevant construction works taking place and thereafter adhered to.
- 26 Your Petitioner is very concerned that, subject to limited exceptions, Schedule 15 authorises the nominated undertaker to enter upon and take possession of any other land within the Act limits for Phase One purposes (Part 1) and, for a period of five years following the railway being brought into use, take possession of land for the maintenance of works (Part 2). This is particularly concerning in respect of the South Ruislip Store where parts of the store itself and the sole vehicular access route to the store fall within the limits of the Act. The exercise of these powers have the potential to severely disrupt access to the car park and the operation of the store.
- 27 Your Petitioners are further concerned that Schedule 15, Part 1, paragraph 4(1) provides for a minimum notice period of 28 days for temporary possession. Given the potential impact on the South Ruislip Store of temporary possession of the access road, your Petitioner submits that 28 days' notice is insufficient. Your Petitioner requests that three months' notice, as required for permanent acquisitions of land (Schedule 6, Section 2 (3)(b)), should be required for any possession under Schedule 15. Your Petitioner requires indemnities and compensation in respect of any losses, damage or expenses caused by or suffered as a result of any damage (including, but not limited to, losses etc, suffered as a result in loss of trade and/or the closure of the store and/or disruption to the access road or car park) arising from the exercise of powers under Schedule 15.
- 28 Your Petitioner is further concerned that the western boundary of the store abuts Plots 68 and 69 in the London Borough of Hillingdon which may be acquired under Schedules 5 and 12 respectively. Your Petitioner seeks undertakings that strategies for avoiding any structural impact on the store will be agreed with it prior to the relevant construction works taking place and thereafter adhered to. In addition, your Petitioner requires indemnities and compensation in respect of any losses, damage or expenses caused by or suffered as a result of any damage (including, but not limited to, losses etc, suffered as a result in loss of trade and/or the closure of the stores) arising from the works.
- 29 Your Petitioner intends to produce evidence as to the effects of the works on their property in terms of the following:

Construction Impacts -

(a) Disruption to supplies and deliveries

- 30 Your Petitioner's business relies on the ability to provide fresh, high quality food and other convenience goods to customers which requires visits by service vehicles on a regular and frequent basis. Your Petitioner is concerned that highway works will make comprise your Petitioner's ability to comply with servicing restrictions attached to the planning permissions or contained in leases.
- 31 The works will result in both long and short-term disruption to and prevention of deliveries to the above named of your Petitioners' stores. This will prejudice the ability of your Petitioner to provide the service expected for it by its customers.
- 32 It is not always possible to make deliveries other than along certain routes. Your Petitioner is most concerned about the impact of road closures on access for service vehicles and pedestrians to their stores, in particular:
- a) the temporary stopping up of Eversholt Street which is a key highway link to the Mornington Crescent Store;
 - b) the lane restrictions on the A400 Hampstead Road which will severely impact on the Regent's Place Store and the Mornington Crescent Store;

- c) the closure of Chalk Farm Road (on which the Chalk Farm Road Store is located) for up to four weeks to facilitate the rebuilding of the Chalk Farm Road Bridge;
- d) the realignment over a distance of 1.7km of A452 Kenilworth Road on which the Balsall Common Store is located; and
- e) the temporary closure of part of Lavender Hall Farm which will severely impact on access and egress to the north from the Balsall Common Store.

33 Road closures, including those detailed above, will inevitably have an adverse effect on trading at the stores. In relation to various of your first-named Petitioners stores, including but not limited to, the Kilburn Store, the Ladbroke Grove Store, Castle Vale Store, Park Royal Depot, Greenford Depot and Hams Hall Depot, land in close proximity to these stores is identified as being potentially required for construction. At this stage insufficient information has been provided to enable your Petitioner to ascertain the impact on their stores.

34 Your Petitioner seeks undertakings that strategies for avoiding (or, as a far less preferable alternative, reducing) the disruption to the ability to serve and deliver to its stores will be agreed with it prior to the relevant construction works taking place and thereafter adhered to. In addition, your Petitioner requires indemnities and compensation in respect of any losses, damage or expenses caused by or suffered as a result of any loss of servicing (including, but not limited to, losses etc. suffered as a result of loss of trade and/or closure of the store) arising from the works.

(b) Interference with customer access

35 An equally important part of your Petitioner's business comes from pedestrian trade: customers who make shopping trips on foot, or by a combination of walking and public transport. The proposals are likely interfere with pedestrian access to your Petitioner's stores, thereby making them less attractive to these types of customers and, in practice, making many customers choose to shop elsewhere.

36 Your first-named Petitioner is particularly concerned about the impact on its Chalk Farm Road Store. Your first-named Petitioner understands that pedestrian diversions will be in place for 4 months prior to the demolition of the Chalk Farm Road Bridge and up to 2 months after demolition.

37 Your first-named Petitioner is further concerned that the loss of the pay-and-display car park on the southern end of B414, Salisbury Road will reduce the pedestrian footfall to the commercial premises, including its Queens Park Store, on Salisbury Road. The car park will be occupied as a worksite for a period of 6 years for the purpose of carrying out the construction of the Salisbury Road ventilation shaft. It will be obvious that such prolonged disruption will detrimentally impact on the vitality of the commercial units on Salisbury Road,

38 No alternative proposals have been made to your Petitioner to mitigate or address these impacts, which are reasonably foreseeable, and should have been anticipated by the promoters of the works. Accordingly, your Petitioner seeks undertakings that strategies for avoiding (or, as a far less preferable alternative, reducing) interference with customer access to its stores will be agreed with it prior to the relevant construction works taking place and thereafter adhered to. In addition, your Petitioner requires indemnities and compensation in respect of any losses, damage or expenses caused by or suffered as a result of any disruption to customer access (including, but not limited to, losses etc. suffered as a result of the loss of trade) arising from the works.

(c) Noise

39 Throughout the whole of the construction period your Petitioner's properties will be detrimentally affected by noise associated with the works. In particular, at the South Ruislip Store and Chalk Farm Road Store. Your Petitioner operates a trading environment which

relies on the ability of its employees and customers to carry out their activities without noise interruption or disturbance.

- 40 Your Petitioner seeks undertakings that strategies for avoiding (or, as a far less preferable alternative, reducing) the impact of noise arising from construction works will be agreed with it prior to the relevant construction works taking place and thereafter adhered to. In addition, your Petitioner requires indemnities in respect of any losses, damages, claims and expenses caused by or suffered as a result of noise arising from construction works:

(d) Dust and emissions

- 41 The sale of food and other goods relies on a clean, safe environment and the use of sophisticated equipment to ensure that legal and commercial requirements are met. It is essential that customers, employees and the products being sold are not exposed to dust and other air-borne pollutants. Nor is it acceptable that your Petitioner's stores be perceived by existing and potential customers as being ones which, because of their proximity to works, do not meet relevant standards. Such a perception will act as a deterrent to customers accessing the store. Your Petitioner's business will be adversely affected unless measures are imposed on construction activities which prevent and minimise the effects of dust.

- 42 Your Petitioner seeks undertakings that strategies for avoiding (or, as a far less preferable alternative, reducing) the impact of dust and other emissions will be agreed with it prior to the relevant construction works taking place and thereafter adhered to. In addition, your Petitioner requires indemnities in respect of any losses, damages, claims and expenses caused by or suffered as a result of dust and emissions arising from the works.

(e) Vibration

- 43 Vibration is likely to cause long-term damage to the structure of buildings. Your Petitioners are very concerned that the South Ruislip Store falls within the highly sensitive zone for operational ground-borne sounds and vibration. Work No. 1/15 will necessitate the use of tunnel boring machines which will be used at a distance of less than 25m from your Petitioner's store at South Ruislip. Vibration, even of an short-term nature, will have a critical effect on your Petitioners' business operations for which the Bill makes no provision as to mitigation. In particular, vibration may cause the unexpected failure of generators etc. with profound consequences for freezer and storage equipment and the sensitive food stores where disruption and even short-term disconnections will cause significant economic effects within a very short timeframe.

- 44 In respect of all the above named stores and depots, your Petitioner seeks undertakings that strategies for removing and/or reducing the impact of vibration will be agreed with them prior to the relevant construction works taking place, guarantees that such undertakings will be complied with and indemnities in respect of any losses, damages, claims and expenses caused by or suffered as a result of vibration. Your Petitioner also seeks to include in the Bill provisions to mitigate any adverse long term effects which arise as a result of the operation of the railway.

(e) Disruption to utility supplies

- 45 It is of particular concern to your Petitioner that the use of electrically powered equipment during the course of construction works may result in a depletion of electricity supply to the property or intermittent surges of electrical activity. Both of these instances would have a detrimental effect on your Petitioner's operations. In addition, a constant supply of water and sewerage services is required, not least because your Petitioner operates under health and safety requirements in respect of the goods sold and services provided.

- 46 A constant and consistent electricity supply is of paramount importance to your Petitioners' operations. Your Petitioner is concerned that any disconnection of the electricity supply or sudden surges, be they intentional or accidental (for example, as a result of accidentally severed electrical cables), will seriously adversely impact on their business. Any

surge/curtailment of power or temporary disruption to other utilities could result in substantial adverse economic effects to your Petitioner.

47 Your Petitioner seeks undertakings that strategies for avoiding (or, as a far less preferable alternative, reducing) disruption to utility services will be agreed with it prior to the relevant construction works taking place and thereafter adhered to. In addition, your Petitioner requires indemnities in respect of any losses, damages, claims and expenses caused by or suffered as a result of disruption to utility services arising from the works.

48 Your Petitioner submits that the construction of the works will cause disruption to supplies and deliveries, noise, dust and vibration and interfere with customer access in relation to the above-listed stores, and potentially others. In relation to those stores your Petitioner seeks undertakings that strategies for avoiding (or, as a far less preferable alternative, reducing) disruption to deliveries and servicing, customer access and utility services will be agreed with it prior to the relevant construction works taking place and thereafter adhered to. Your Petitioner also seeks similar undertakings that strategies for removing and/or reducing the impact of dust, vibration and noise will be agreed. In addition, your Petitioner seeks indemnities in respect of any losses, damages, claims and expenses caused by the carrying out of the works.

Clause 19, Schedule 16 - Deemed planning permission

49 Clause 19 grants deemed planning permission for the carrying out of the development authorised by the Bill. Clause 19(2) extends deemed planning permission to the carrying out of a work which is not a scheduled work subject to certain exceptions. The terms under which a local planning authority may refuse to approve plans or specifications is contained in Schedule 16. These terms are too limited and do not provide sufficient and proportionate protection to your Petitioner's rights, interests and property.

50 The procedure contained in Schedule 16 does not allow any meaningful consideration of the details submitted to the local planning authority or allow for consultation with affected parties (including your Petitioner) as to the impact of the details on their rights, interests and property. Your Petitioner submits that Clause 19 and Schedule 16 should be amended to include a requirement for local planning authorities to carry out meaningful consultation with those directly affected by specific submissions to enable full consideration to be given to the imposition of appropriate conditions to mitigate any adverse effects.

Clause 47: Compulsory acquisition of land for regeneration or relocation

51 Your Petitioner is extremely concerned that Clause 47(1) grants a very broad right, unlimited by geographical extent or time, to compulsorily acquire land where the Secretary of State considers that the construction or operation of Phase 1 of HS2 gives rise to the opportunity for regeneration or development of any land. Your Petitioner has serious concerns that this provision would result in impacts on land beyond the limits of deviation which have not been assessed as part of the Bill process.

52 Clause 47(2) grants the Secretary of State the right to acquire land for the relocation of an undertaking which has been displaced in whole or in part. Your Petitioner is concerned that this power may be exercised to displace a viable business to accommodate a displaced undertaking. Whilst your Petitioner acknowledges that alternative accommodation should be provided wherever possible, this should not be at the expense of existing viable businesses. Your Petitioner suggests that this power should be removed from the Bill.

53 Your Petitioner acknowledges that large infrastructure projects have the potential to initiate and support wider regeneration and development. The Euston area is identified as an Opportunity Area in policy 2.13 of the London Plan 2011. The provisions of Clause 47 will have the effect of paralysing development in the wider Euston area (including at your Petitioner's stores). Your Petitioner seeks to include provisions in the Bill to limit the timeframes in which these powers can be exercised.

Clauses 51 and 52 - Rights of entry for further high speed works

- 54 The Bill includes at Clause 51 a very wide power to enter any land within 500 metres of the proposed route of the line for the purposes of surveying land or investigations for future phases of HS2. Your Petitioner notes that in the case of non-residential land the consent in writing of the Secretary of State is required. Your Petitioners seek an undertaking that a programme will be agreed in advance with your Petitioner before any survey or investigation works are carried to avoid disruption.

Clauses 4(3), 4(4) and Schedule 6, Schedule 15 – Compensation

- 55 Your Petitioner submits that provisions within the Bill regarding compensation for temporary possession are not sufficient to compensate your Petitioner adequately for the loss, damage and inconvenience which it may suffer as a result of the possession of its land. The compensation payable under Schedule 15 paragraph 4(4) is limited to any loss suffered by the owners and occupiers of the land. Your Petitioner seeks further provision within the Bill for fully indemnifying your Petitioner against any loss or damage as a consequence of the possession of the land.
- 56 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 loss, damage and inconvenience which it may suffer as a result of the construction and subsequent use of the proposed railway. Your Petitioner seeks further provision within the Bill for indemnifying your Petitioner against any loss caused by the adverse effects of the proposed works, particularly during the construction period.
- 57 Your Petitioner submits that provision should also be made within the Bill to enable your Petitioner to recover its reasonable expenditure including the full costs of making good any damage to the structure of its stores and depots, the full cost of any works undertaken (including obtaining professional and technical advice) in mitigation of the proposed works and your Petitioner's costs in co-operating with the promoter during the project, including the costs incurred by your Petitioner in engaging consultants and other third parties to act on its behalf. Your Petitioner also seeks inclusion of provisions within the Bill to compel the promoter to indemnify owners and occupiers of affected properties from claims and demands made in consequence of the construction, use or maintenance of the works or any act or omission of the promoter and the nominated undertaker including their contractors and agents.

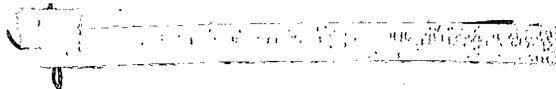
Schedule 25 - Statutory Nuisance

- 58 This Schedule disapplies and provides a defence against proceedings brought by persons aggrieved against statutory nuisance caused as a result of the works. This would seriously prejudice your Petitioner's rights to the statutory protection afforded by the Environmental Protection Act 1990 and the Bill makes no appropriate provision for persons aggrieved to seek redress against such nuisances. Your Petitioner seeks an amendment to Schedule 25 to provide for a procedure to redress these adverse effects in an appropriate manner.
- 59 For the foregoing and connected reasons your Petitioner respectfully submits that, unless the Bill is amended as proposed above, so far affecting your Petitioner, should not be allowed to pass into law.
- 60 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 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 Petitioner will ever pray, &c.

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**PETITION OF Sainsbury's Supermarkets Ltd and
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