

DATED 9th October ~~September~~ 2015

HIGH SPEED TWO
FURTHER PROTECTION UNDERTAKING
BY
THE SECRETARY OF STATE FOR TRANSPORT
GIVEN TO
TRANSPORT FOR LONDON
RELATING TO
OLD OAK COMMON LANE



THIS DEED OF UNDERTAKING by the Secretary of State for Transport of Great Minster House, 33 Horseferry Road, London SW1P 4DR to Transport for London of Windsor House, 42-50 Victoria Street, London SW1H 0TL is given on ~~August 2015~~ **9 October 2015**

The Secretary Of State for Transport, as promoter of the HS2 Bill, hereby irrevocably undertakes to Transport for London as follows –

1. INTERPRETATION

In this FPU the following terms have the following meanings:

"FPU" means this Further Protection Undertaking;

"HS2" means the railway described in clause 1(3) of the HS2 Bill or any high speed railway transport system of which it forms or is to form part;

"the HS2 Act" means the HS2 Bill once it receives the Royal Assent;

"the HS2 Bill" means the High Speed Rail (London – West Midlands) Bill;

"HS2 Ltd" means the company of that name or following Royal Assent any nominated undertaker implementing any of the powers under the HS2 Act;

"the HS2 Works" means any works for the purposes of the construction of HS2 authorised by the HS2 Act or otherwise;

"the PPA" means the Protective Provisions Agreement by Deed relating to the HS2 Bill entered into by the parties on 15 May 2014;

"the SoS" means the Secretary of State for Transport; and

"TfL" has the meaning given to it in the PPA.

2. UNDERTAKING

The Secretary of State for Transport ("**the SoS**") hereby irrevocably undertakes to TfL that in the implementation of any powers under the HS2 Act and in the carrying out of the HS2 Works, the SoS will comply with the provisions of this FPU.

3. COMMENCEMENT AND DURATION

3.1 This FPU comes into force immediately upon execution by the SoS.

3.2 This FPU will terminate if the HS2 Bill is rejected by Parliament or if the SoS irrevocably confirms that the SoS and HS2 Ltd will not be proceeding with the HS2 Works. Otherwise it will continue indefinitely for so long as HS2 Ltd is constructing the HS2 Works.

4. ASSIGNMENT

TfL may assign the benefit of this FPU.

5. INTERACTION WITH PPA

This FPU is supplemental to the PPA and nothing in the PPA is affected by the provisions of this FPU. In particular, the requirements of clauses 14 and 15 of the PPA in relation to plan submission and approval and asset protection, clause 24 in relation to indemnities and clauses 25 to 27 in relation to compensation apply notwithstanding any provisions of this FPU.

6. **DISPUTE RESOLUTION, APPOINTMENT OF NOMINATED UNDERTAKER & GOVERNING LAW**

This FPU incorporates clauses 28 to 30 and clause 33 of the PPA, with the necessary changes.

7. **SUBSTANTIVE PROVISIONS**

7.1 **Construction requirements**

7.1.1 Subject to paragraph 7.1.2, throughout the temporary stopping up of Old Oak Common Lane, the SoS will require HS2 Ltd to:

- (a) maintain a footway for pedestrian access along the stopped up road;
- (b) use reasonable endeavours to ensure that such footway is no less than two (2) metres wide; and
- (c) consult with TfL and the local highway authority as to the measures for the security and safety of pedestrians using the footway that HS2 Ltd will provide.

7.1.2 Pedestrian access along Old Oak Common Lane may be interrupted for as short a time as possible:

- (a) in order to put into place or realign the footway referred to in paragraph 7.1.1(a); or
- (b) where it is necessary in an emergency in order to prevent injury or damage to property.

7.1.3 The SoS will require HS2 Ltd to ensure that any closure of Old Oak Common Lane or Victoria Road to vehicles due to the construction of the HS2 Works is for as short a period of time as is reasonably practicable.

7.1.4 The SoS will require HS2 Ltd not to close Victoria Road or other diversionary routes to vehicular traffic at any time when Old Oak Common Lane is closed to vehicular traffic.

7.1.5 The SoS will require HS2 Ltd to ensure that some vehicular and pedestrian access to residential properties, including in the Wells House Road area, is maintained at all times when HS2 Works affect Old Oak Common Lane and Victoria Road.

7.2 **Bus services**

7.2.1 The SoS will (and will require HS2 Ltd to) continue to work with TfL and other relevant stakeholders including the London Borough of Ealing with a view to ensuring appropriate alternative bus transport options are implemented from either end of Old Oak Common Lane for the duration of the closure where Old Oak Common Lane is temporarily stopped up under the powers of the HS2 Act or otherwise in connection with the HS2 Works.

7.2.2 The SoS will require HS2 Ltd to provide turning circles space for the 228 bus service to reach each end of the road closure to allow the existing service frequencies for the 228 to be maintained.

7.2.3 The SoS will require HS2 Ltd to indemnify TfL in respect of any additional costs, losses or damages arising out of or in connection with the delivery of:

- (a) the 228 service, including measures to run independent services to and from the respective turning circles referred to at paragraph 7.2.2; and
- (b) measures, which may include a shuttle bus service, to assist residents accessing the 228 service as it may be revised due to the closure of Old Oak Common Lane in connection with the HS2 Works.

7.2.4 The SoS will require HS2 Ltd to display clear signage (which must be approved in advance by TfL) to direct all affected bus passengers to the nearest stop in operation.

8. SELECT COMMITTEE DECISIONS

8.1 Subject to paragraph 8.2, the obligations in this FPU are subject to any requirements made by the Select Committee on the HS2 Bill in either House of Parliament which specifically conflict with the provisions of this FPU.

8.2 Should it be apparent to the SoS at any time that a petitioner is seeking requirements from either Select Committee which might conflict with the provisions of this FPU then the SoS will:

- 8.2.1 notify that Select Committee of the content of this FPU;
- 8.2.2 notify TfL as soon as possible of that petitioner's requirements and the date of any hearing of that petitioner before that Select Committee; and
- 8.2.3 have regard to any representations of TfL in relation to that petitioner's requirements.

8.3 In the event that any such requirements do affect the operation of this FPU the SoS will use reasonable endeavours to agree with TfL alternative means to secure the objectives of this FPU.

IN WITNESS of which, this undertaking is executed as a Deed:

Executed as a deed by affixing **THE COMMON SEAL**)
of **THE SECRETARY OF STATE FOR TRANSPORT**)
in the presence of:)


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Authorised Signatory



SEAL REF No. DFT/5782