

Mr David Hughes  
Director of Strategy and Service Development  
197 Blackfriars Road  
London  
SE1 8NJ

5 August 2016

Dear Mr Hughes

### **Assurances Relating to High Speed Rail (London – West Midlands) Bill**

I am the Director of Hybrid Bill Delivery at HS2 Ltd, which is acting on behalf of the Promoter of the High Speed Rail (London – West Midlands) Bill ('the Bill') currently before Parliament. I am writing to you on behalf of the Secretary of State for Transport to set out the assurances that the Secretary of State is willing to give in order to address the concerns of the Transport for London ("the Petitioner") regarding the impact of Phase One of HS2 (known as 'the Proposed Scheme'). The detail of each assurance is set out below in the following order:

- Material by rail
- Hampstead Road Bridge
- Park Crescent Lorry Holding Facility
- Crossrail 2
- East/West Link
- Traffic impacts around Hillingdon

#### **DETAILED ASSURANCES:**

In these assurances:

##### **"the July 2015 Assurances"**

the assurances provided to Mr Richard de Cani on behalf of Transport for London ("TfL") and the Greater London Authority ("GLA") in a letter from Roger Hargreaves on behalf of the Promoter dated 1 July 2015;

##### **"the December 2015 Assurances"**

the assurances provided to Mr Richard de Cani on behalf of Transport for London ("TfL") and the Greater London Authority ("GLA") in a letter from Roger Hargreaves on behalf of the Promoter dated 7 December 2015;

<b>"the Assessment"</b>	means an assessment to be prepared considering (i) the impact on the HS2 construction programme, passengers and train operating companies by the implementation of the Platform 13 option and the Platform 18 option (or any other option(s) better meeting the Purpose) (ii) the benefits in terms of reducing numbers of HGV movements, of implementing those options. The Assessment will also include a calculation of the revised HGV peak movements required following the implementation of the Platform 13 option and the Platform 18 option (or any other option(s) better meeting the Purpose;
<b>"the Bill"</b>	means the High Speed Rail (London – West Midlands) Bill as introduced in the House of Lords on 23 March 2016;
<b>"Cophall Cutting"</b>	means the cutting proposed to be formed in connection with the construction of Works Nos. 1/61 and 2/1 (railways) in the London Borough of Hillingdon;
<b>"deposited plans"</b>	has the meaning given in clause 60 of the Bill;
<b>"Gatemead and West Ruislip Retained Embankments"</b>	means the embankments proposed to be formed in connection with the construction of Works Nos. 1/61 and 1/66 (railways);
<b>"Harvil Road Embankments"</b>	means the embankments proposed to be formed in connection with the construction of Works Nos. 1/76 and 2/1C (realignment and diversion of Harvil Road) in the London Borough of Hillingdon;
<b>"HGV"</b>	means a goods vehicle which, for the purposes of section 138 of the Road Traffic Regulation Act 1984, has an operating weight exceeding 7.5 tonnes;
<b>"HS2 works"</b>	means the works authorised by the Bill;
<b>"Nominated Undertaker"</b>	means the relevant nominated undertaker appointed under the Bill as enacted, and in the period prior to the Secretary of State appointing a nominated undertaker and imposing the requirements on it, referred to in these assurances, HS2 Ltd;
<b>"Portal excavated material"</b>	means the material excavated in connection with the construction of Works Nos. 1/1, 1/15, and 1/61;
<b>"the Promoter"</b>	means the Secretary of State for Transport or any successor Secretary of State or the Minister holding the Transport portfolio;
<b>"the Purpose"</b>	has the meaning set out in paragraph 1;
<b>"Swakeleys Roundabout"</b>	means the roundabout junction of the slip roads of the A40 Western Avenue with the B483 Park Road and B467 Swakeleys

Road in the London Borough of Hillingdon [shown on Replacement Sheet No. 1-50 of the deposited plans]; and

**"West Ruislip Railhead"**

means Works Nos. 166 and 177 (temporary railways) in the London Borough of Hillingdon.

and references to Work Nos. are references to the works so numbered in Schedule 1 to the Bill and shown on the deposited plans. Terms referred to in the July 2015 Assurances and the December 2015 Assurances (as the case may be) have the same meaning in these assurances.

**1. Material by rail**

The Promoter is committed to requiring the Nominated Undertaker to seek to maximise, in so far as reasonably practicable and within the Bill powers, the volume of excavated and construction material from the construction of the HS2 Euston Station and its approaches to be brought in and removed by rail; whilst balancing the wider environmental impacts to the local community and on passenger services (all referred to in these Assurances as "the Purpose").

Further to the December 2015 Assurances in this regard, the Promoter has submitted a plan to Secretary of State for Transport that seeks to achieve the aims and objectives of these assurances. Having received direction from Secretary of State for Transport in response to this plan, the Promoter is prepared to offer the following assurances:

- 1.1 *Subject to the satisfaction of all of the conditions set out in paragraph 1.2 the Promoter will require the Nominated Undertaker to implement both the Platform 13 option and the Platform 18 option, or such other option or options which may better meet the Purpose, in order to maximise, in so far as reasonably practicable, the volume of excavated and construction material moved by rail in connection with the construction of the HS2 Euston station.*
- 1.2 *The conditions referred to in paragraph 1.1 which must be satisfied, taking into account the full cost of transporting all construction materials by road and the potential benefits delivered by the options, are:*
  - 1.2.1 *The Promoter being satisfied by the results of the Assessment that any adverse impacts on passengers and train operating companies can be adequately mitigated within the scope of the powers and consents to be conferred under the Bill once enacted to the reasonable satisfaction of the Secretary of State and any potential costs associated with the implementation of the Platform 13 option and the Platform 18 option resulting from compensation payable to Train Operating Companies are considered reasonable by the Secretary of State bearing in mind the benefits of reducing the number of HGV movements and any associated cost savings stemming from that;*
  - 1.2.2 *The Promoter being satisfied by the result of the Assessment that any adverse impacts on the HS2 construction programme for the HS2 Euston station can be adequately mitigated within the scope of the powers and consents to be conferred under the Bill once enacted and that the implementation of the Platform 13 option and the Platform 18 option will not materially lengthen the HS2 construction programme for HS2 works at Euston;*

- 1.2.3 *the Nominated Undertaker having developed within the constraints of the Bill a design for the HS2 Euston Station that incorporates an initial Platform 13 option and an initial Platform 18 option, that those options (or such other option(s) identified that better meet the Purpose) remain appropriate and broadly compatible with the design for the HS2 Euston Station as the relevant options develop and should the detailed design of the HS2 Euston station change; and*
  - 1.2.4 *the Promoter gaining consent that is required from Network Rail through standard industry processes for implementing the Platform 13 option and the Platform 18 option (or any other option(s) better meeting the Purpose).*
- 1.3 *The Promoter will engage with Transport for London on any preparation of the Assessment and without prejudice to the generality of the above shall:*
- 1.3.1 *Upon completion, submit the Assessment to the Euston Integrated Programme Board (EIPB) and the Euston Station Strategic Redevelopment Board (ESSRB) for comment. The Promoter will require the Nominated Undertaker to use all reasonable endeavours to incorporate comments from the EIPB and ESSRB into the Assessment.*
  - 1.3.2 *The Assessment will then be submitted to the Secretary of State for his consideration. The Secretary of State will then notify the ESSRB of his decision in regards to Platform 13 option and the Platform 18 option or any other option(s) better achieving the Purpose put through the Assessment, no later than two months from the date of the Assessment's submission.*

## **2. Hampstead Road Bridge**

In line with paragraph 5 of the December 2015 Assurances, the Nominated Undertaker has completed the HR Bridge study. As a result, the Promoter is willing to offer the following assurances:

- 2.1 *If the Nominated Undertaker proceeds with the replacement of Hampstead Road Bridge detailed in the AP3 scheme (and associated ES), the Promoter will require the Nominated Undertaker to:*
  - 2.1.1 *reduce the height of the road surface of the replacement Hampstead Road Bridge presented in the deposited plan for Greater London - London Borough of Camden Sheet no 1-01 by between 0.5m and 1m ; and*
  - 2.1.2 *continue to keep the height of Hampstead Road Bridge under review during the detailed design stage with a view to achieving further reduction in height from the AP3 design where reasonably practicable.*

## **3. Park Crescent Lorry Holding Facility**

- 3.1 *The Promoter will require the Nominated Undertaker:*
  - 3.1.1 *not to pursue the previously proposed lorry holding area adjacent the westbound carriageway of Park Crescent which is considered to conflict with Cycle Super Highway 11 and therefore will not implement this as part of the HS2 works;*

- 3.1.2 *only to utilise an alternative on street lorry holding facility in the Euston / Regent's Park area if the Nominated Undertaker can demonstrate to the Promoter's reasonable satisfaction that such a holding area is necessary and does not conflict with the proposed Cycle Super Highway 11;*
- 3.1.3 *if such a facility is demonstrated to be necessary pursuant to paragraph 3.1.2, to work collaboratively with TfL in order to further consider the options for an on street lorry holding facility and to agree a preferred option with TfL that provides a resilient construction plan and minimises the need for and duration of use of a secondary lorry holding facility, such agreement not to be unreasonably withheld; and*
- 3.1.4 *subject to the availability of necessary powers under the Bill or under any other instrument, to implement that preferred option as part of the HS2 works.*

#### **4. Crossrail 2**

4.1 *The Promoter will require the Nominated Undertaker to:*

- 4.1.1 *ensure that, notwithstanding the absence of any letter of no-objection from Network Rail, within the Royal Institute of British Architects stage 2 design specification for the HS2 Euston Station, passive provision (to the extent possible within the powers of the Bill), is made for Crossrail 2 pedestrian link connections (with the intention that any future implementation of those pedestrian link connections would not disrupt HS2 or London Underground operations) and that that design specification is agreed by TfL, such agreement not to be unreasonably withheld; and*
- 4.1.2 *seek agreement from TfL on any changes to the design specification which could reasonably be expected to have an impact on the Crossrail 2 pedestrian link connections.*

#### **5. East/West Link**

The Promoter has confirmed that the Parcel Deck study concluded that the provision of a pedestrian route from the existing Euston mainline station to the HS2 Euston Station ("the east/west link") is not feasible without the re-development of the mainline station. However, the Promoter shares TfL's ambitions for an integrated station and is therefore willing to offer the following assurances:

5.1 *The Promoter will require the Nominated Undertaker to:*

- 5.1.1 *ensure that east/west pedestrian permeability forms part of the scope of the integrated station masterplan study identified in the December 2015 Assurances; and*
- 5.1.2 *make passive provision for east/west pedestrian permeability in the 'northern station area' to be provided as part of the HS2 works in connection with the HS2 Euston Station.*

#### **6. Traffic impacts around Hillingdon**

6.1 *Subject to the conditions set out in paragraph 6.3, the Promoter will require the Nominated Undertaker to implement the following traffic management measures with a view to reducing the two*

way peak HGV movements from 1060 to a maximum of 550 per day (or fewer if the measures below permit) at Swakeleys Roundabout:

- 6.1.1 the re-use of the soil excavated from Copthall Cutting to construct the Harvil Road Embankments;
  - 6.1.2 the commencement of importation of engineering material for Gatemead and West Ruislip Retained Embankments as early as reasonably practicable in the programme for the HS2 Works;
  - 6.1.3 the use of excavated material from Copthall Cutting for the construction of the interval embankment between the HS2 railway line and the Chiltern railway line; and
  - 6.1.4 the placement of [part of] the Portal Excavated Material at Ruislip Golf Course, subject to the Promoter, having used reasonable endeavours to do so, entering into an agreement with the London Borough of Hillingdon, including necessary consents, on terms agreeable to both parties (acting reasonably) for the placement of that material at the Ruislip Golf Course.
- 6.2 Subject to the conditions set out in paragraph 6.3, the Promoter will require the Nominated Undertaker [,working with the London Borough of Hillingdon,] to seek to reduce significantly or potentially eliminate sustainable placement between Harvil Road and Breakspear Road South through the implementation of the following measures:
- 6.2.1 the re-use of soil excavated from Copthall Cutting to construct the Harvil Road Embankments;
  - 6.2.2 the use of excavated material from Copthall Cutting for the construction of the interval embankment between the HS2 railway line and the Chiltern railway line;
  - 6.2.3 the placement of excavated material from Copthall Cutting at Uxbridge Golf Course, subject to the Promoter, having used reasonable endeavours to do so, entering into an agreement with the London Borough of Hillingdon on terms agreeable to both parties (acting reasonably) for the placement of material at Uxbridge Golf Course;
  - 6.2.4 the creation of loading sidings at the West Ruislip Railhead by Harvil Road as early in the programme for the HS2 Works as is reasonably practicable in order to remove additional material excavated from Copthall Cutting by rail; and
  - 6.2.5 maximising the removal of excess excavated material by rail during the whole of the programme for the HS2 Works.
- 6.3 The assurances given in paragraphs 6.1 and 6.2 are subject to the following conditions:
- 6.3.1 the measures identified in paragraph 6.2 and 6.3 being reasonably practicable having regard to any material adverse impact on the safe, timely and economic construction of the HS2 Works, but where in his consideration of timeliness and economy, the Secretary of State will weigh in the balance the associated benefit in terms of the reduction in HGV movements or the reduction in sustainable placement, as relevant, described in paragraphs 6.2 and 6.3;
  - 6.3.2 as regards each of the assurances in paragraph 6.1.1, 6.1.3, 6.2.1 and 6.2.2, the Nominated Undertaker being reasonably satisfied following ground investigations and laboratory

*testing that the material excavated from the Copthall Cutting is appropriate for use for the construction of the Harvil Road Embankments or, as the case may be, the interval embankment between the HS2 railway line and the Chiltern railway line;*

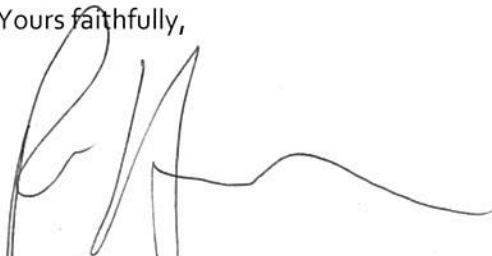
- 6.3.3 as regards each of the assurances in paragraphs 6.1.2, 6.1.3, 6.1.4, 6.2.1, 6.2.2 and 6.2.3, the Nominated Undertaker being reasonably satisfied following the carrying out of ecological surveys that there are no likely significant environmental impacts arising from the placement of the material at the sites mentioned in the paragraph concerned; and*
- 6.3.4 the Nominated Undertaker being reasonably satisfied that the implementation of the measures in the assurances would not give rise to any significant environmental impacts which have not previously been assessed.*
- 6.4 The Promoter will require the Nominated Undertaker to continue to engage actively with Transport for London and the London Borough of Hillingdon to explore the following additional proposals to reduce the number of HGVs in the Swakeleys Roundabout area and to reduce the amount of sustainable placement:*

  - 6.4.1 the replacement of all or part of the Gatemead and West Ruislip Embankments with viaduct so as to reduce the need for fill material to be imported, and for alluvial material to be exported, by road;*
  - 6.4.2 the relocation of the eastern approach tracks off the HS2 trace, the variation of the construction programme for the HS2 Works and the making of arrangements for embankment fill materials to be imported as late as is reasonably practicable in the construction programme;*
  - 6.4.3 the use of the existing Up Siding at West Ruislip to import some fill material for the West Ruislip Embankment; and*
  - 6.4.4 the relocation of the concrete segment plant from the Swakeleys Roundabout area in order to reduce the environmental impact of the additional land required at Harvil Road.*
- 6.5 The Promoter will give further consideration to the outcome of the work described in paragraph 6.4, and will give due consideration to any further assurances or agreements to implement the above or any other reasonable alternatives, subject to it not impacting the timely, economic and safe delivery of the railway and subject to the Nominated undertaker being reasonably satisfied that the implementation would not give rise to any significant environmental impacts not previously assessed.*
- 6.6 The Promoter will require the Nominated Undertaker to continue to engage actively with Transport for London and the London Borough of Hillingdon to seek to identify further road improvements and traffic management measures to manage the remaining HGV movements; and the Promoter will give further assurances to or enter into further agreements with to Transport for London and the London Borough of Hillingdon regarding any such improvements or measures which may reasonably be identified as beneficial as a result of that engagement.*
- 6.7 The assurances set out in paragraphs 6.1 to 6.6 are further to paragraph 9 of the assurances given in a letter dated 7 December 2015 from Roger Hargreaves to Richard De Cani.*

I trust that the above assurances accurately reflect the outcome of yesterday's discussions. These assurances will be included in a Register of Undertakings and Assurances, which will be held by the Department for Transport. The nominated undertaker will be contractually obliged to comply with all relevant undertakings and assurances as set out in the Register. Further information on how the Promoter will ensure compliance with assurances made by HS2 Ltd is set out in HS2 Information Paper B4, Compliance with Undertakings and Assurances (a copy of which can be found at <https://www.gov.uk/government/collections/high-speed-rail-london-west-midlands-bill>).

I have copied this letter to Robbie Owens (Pinsent Masons LLP), who I understand is acting as your appointed Parliamentary Agent, and Michael Summerfield (HS2 Ltd). If you require further assistance, please contact Michael Summerfield by telephone on 020 7944 8939 or [michael.summerfield@hs2.org.uk](mailto:michael.summerfield@hs2.org.uk).

Yours faithfully,

A handwritten signature in black ink, appearing to be 'RH', with a long horizontal flourish extending to the right.

**Roger Hargreaves**  
Director, Hybrid Bill Delivery  
High Speed Two Limited