

LONDON UNDERGROUND LTD
VICTORIA STATION UPGRADE (VSU)

SHADOW COMMUNITY LIAISON GROUP
TERMS OF REFERENCE

1. Introduction

- 1.1 This document provides Terms of Reference for the VSU Shadow Community Liaison Group (SCLG).
- 1.2 The Community Liaison Group (CLG), which shall be formally inaugurated if and when the project obtains TWAO powers and the preferred main works contractor is appointed, is intended to operate throughout the duration of the main works and shall provide an opportunity for London Underground Limited (LUL), its contractors and Interested Parties to address issues of mutual interest or concern regarding the construction of the VSU.
- 1.3 In advance of the CLG the SCLG shall be established to deal, in the main, with preliminary works taking place in Victoria.
- 1.4. Should LUL then obtain TWAO powers, the TORS of any permanent CLG may be subject to change from these SCLG TORS in the light of:
 - (i) any conditions imposed and / or comments made by any Secretary of State in granting TWAO powers (including as to, but not limited to, the content of any main works Code of Construction Practice Part A);
 - (ii) any comments made by the Inspector in reporting to any Secretary of State (including as to, but not limited to, the content of any main works Code of Construction Practice Part A);
 - (iii) the outcome of any meaningful consultation with residents and local business promised by LUL to the VSU Inquiry in relation to the content of any main works Site Environmental Management Plan(s), main works Traffic Management Plans and main works Code of Construction Practice Part B; and
 - (iv) experience.

2. Purpose

2.1 The SCLG will be convened to provide a forum through which:

- i. Interested Parties (being those local residents' groups and businesses represented at the SCLG) may, if so advised, raise matters of interest or concern regarding the execution of the preliminary works, the operation of the helpline and all matters connected with mitigation (including, as appropriate, details of traffic and noise and dust mitigation arrangements) with the intent, where reasonably practicable, of resolving them in an open and transparent manner;
- ii. LUL (or its contractors) shall meet Interested Parties requests for information where appropriate, to an agreed and reasonable timescale;
- iii. Information contained in the Site Environment Management Plan(s) (SEMP(s)) and Traffic Management Plans (TMPs) for the preliminary works shall be made available for information and / or comment if requested by any of the Interested Parties and if considered appropriate by LUL;
- iv. LUL (and / or its contractors) shall provide Interested Parties with appropriate information on the progress of the project, including where practicable, advance notice of any changes to work schedules and / or applications for consents;
- v. LUL (and / or its contractors) shall, where appropriate in order to address any matter of interest or concern raised in accordance with paragraph i. above, demonstrate compliance with any conditions or constraints imposed on the preliminary works (and where compliance has not been achieved provide an explanation as to why). Details of any complaints shall be registered (e.g. through the project "helpdesk" service or via project e-mail) and actions taken in respect of them recorded. All records of such complaints and actions taken shall be retained and kept publicly available for the lifetime of the VSU project; and;
- vi. Interested parties may, if so advised, report back on the perceived effectiveness (or otherwise) of implementation of the relevant elements of the project's Code of Construction Practice (CoCP) and any other associated conditions.

2.2. For the avoidance of doubt, Interested Parties reserve the right to pursue any matter which could be raised at an SCLG meeting by such additional or alternative means as they see fit (e.g. by contacting the telephone helpline or by bilateral negotiation with LUL, its contractors or the City of Westminster (CoW) direct).

3. Operation

- 3.1 Whilst the SCLG will not have any legal enforcement or decision-making role *per se*, it will provide a mechanism whereby relevant issues can be brought to the attention of the primary parties to the consents and agreements that govern the works, namely London Underground Limited (LUL), the City of Westminster (CoW) and the contractor for the works.
- 3.2. Any recommendations raised by any member of the SCLG at or in advance of a meeting shall be discussed at the meeting, at the discretion of the Chairman.
- 3.3. Following discussion of any given topic, the Chairman shall (if requested on behalf of any of the Interested Parties) and may (at her own discretion) formally establish the opinion of the SCLG on any motion by the following means:
 - (i) If all Interested Parties are agreed for (or against) the motion, that unanimous opinion shall be minuted as having been given by the Interested Parties of the SCLG for (or against, as the case may be) that motion.
 - (ii) If all Interested Parties are not agreed, it shall be minuted which Interested Parties agree on the motion, which do not and which abstain from expressing any opinion. Where all the Interested Parties representing local residents are agreed (one way or the other), their view shall be minuted as the unanimous opinion of local residents at the SCLG. Where all the Interested Parties representing local businesses are agreed (one way or the other), their view shall be minuted as the unanimous opinion of local businesses at the SCLG.
- 3.4. The Chairman may (at her own discretion) make any formal recommendation to LUL.
- 3.5. In exercising their powers, rights and discretions and in performing their obligations in relation to the preliminary works, LUL, its contractors and CoW:
 - (i) shall each (save if, and then only in so far as, prohibited by operation of law) have regard to:
 - (a) the result (be that unanimous or not) of any motion before the SCLG; and
 - (b) any formal recommendation made by the Chairman; and
 - (ii) may have regard to any other matter recorded in the SCLG

minutes.

- 3.6. Whenever there has been a motion before SCLG or formal recommendation by the Chairman, LUL (itself and / or its contractors) shall formally report to members of the SCLG in writing in a timely manner (and in advance of the next SCLG meeting), setting out what it proposes should be done by way of response and why.

4. Membership

4.1 Membership of the SCLG shall include, but may not be restricted to:

- The Chairman;
- The LUL VSU Programme Manager and Construction Manager (or delegates in their absence) and additional representatives from LUL / TfL as appropriate;
- One or more representatives of the managing contractor involved in preliminary works;
- One or more CoW officers representing CoW;
- Up to four representatives of local residents, local amenity groups or residents' associations; and
- One or more representatives from businesses operating in the area.

4.2 LUL shall endeavour to ensure that the SCLG membership includes a member of the Victoria Construction Management Forum (VCMF), and a member of the Traffic Management Liaison Group (TMLG).

4.3 The Victoria Interchange Group (VIG) shall endeavour to provide residents' representatives from each strategic location directly affected by the VSU preliminary works and shall ensure as far as reasonably possible that the work of the SCLG is reported regularly to all VIG members in South Westminster.

4.4 Additional Representatives may be invited to participate from time to time where the Chairman of the SCLG, following consultation with members of the SCLG and with the Additional Representative in question, decides that this would be beneficial¹. Such Additional Representatives may be from any of the groups mentioned at paragraph 4.1 above or from other local institutions, such as religious institutions, schools or welfare organisations who have an interest in the construction works or whose services may be affected by the construction works.

¹ For example, special meetings of the SCLG may include residents from buildings in locations where noise levels are predicted to be especially high or high for prolonged periods and / or which would be affected by CoW agreeing to a Section 61 Application for a variation in working hours etc.

5. Administration

- 5.1 The SCLG shall meet every two months from inauguration or as otherwise agreed as work progresses. The dates of future meetings shall be confirmed in writing to SCLG members a minimum of 14 calendar days in advance of each meeting. SCLG members shall also be entitled to request an extraordinary meeting on reasonable grounds by giving written notice of not less than 10 calendar days to the Liaison Officer (see below), except in an emergency in which case such notice can specify a shorter period.
- 5.2 Meetings shall be chaired by Councillor Nicola Aiken unless otherwise agreed by the SCLG. A Liaison Officer appointed by the Project Team will attend all meetings and will be responsible for both organising the meetings and liaising with Interested Parties.
- 5.3 LUL will circulate a brief report to all parties 10 calendar days before each meeting. Comments and issues to be raised should be submitted by attendees to the Chairman five calendar days before the meeting. A standard agenda shall be used for each meeting with additional items added (at the discretion of the Chairman). This agenda shall be circulated to all parties at least three calendar days before each meeting.
- 5.4 Written minutes shall be kept of each SCLG meeting by the Liaison Officer which, besides the matters specifically required above to be minuted, shall record discussion and any informal recommendations made by SCLG. These minutes shall be circulated in draft to all members of the SCLG within seven calendar days of each meeting. If, following discussion, it proves impossible for all members to agree to a final text of the minutes, the final minutes shall record each of the different versions of events and which parties support each version. LUL shall procure that the final text of any SCLG minutes shall be viewable on any website dedicated to the VSU project as soon as practicable after such minutes have been settled until at least the end of the VSU project.
- 5.5 All meetings will be held at suitable facilities provided by the LUL and within walking distance of the VSU Site.