

DATED 9<sup>th</sup> October ~~September~~ 2015

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HIGH SPEED TWO  
FURTHER PROTECTION UNDERTAKING  
BY  
THE SECRETARY OF STATE FOR TRANSPORT  
TO  
TRANSPORT FOR LONDON  
RELATING TO  
GREENPARK WAY EMBANKMENT AND THE  
CENTRAL LINE

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Pinsent Masons

**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<sup>th</sup> 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:

**"the Embankment"** means the Central line embankment at Greenpark Way shown on the plans deposited with the HS2 Bill as plot numbers 772, 776, 782, 808 and 811 in the London Borough of Ealing;

**"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 has received the Royal Assent;

**"the HS2 Bill"** means the High Speed Rail (London – West Midlands) Bill as ordered to be printed on 28 May 2015;

**"HS2 Ltd"** means the company of that name or following Royal Assent any nominated undertaker implementing any powers of 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 Ruislip Depot"** means TfL's depot at West Ruislip located between Ruislip Gardens and West Ruislip station;

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

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

**2. UNDERTAKING**

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 Central line

7.1.1 The SoS will require HS2 Ltd not to carry out any HS2 Works on the Embankment without TfL's prior agreement.

7.1.2 Subject to paragraph 7.1.3, the SoS will require HS2 Ltd to ensure that during the construction of the HS2 Works, except where it is necessary in an emergency in order to prevent injury or damage to property, no disruption to TfL's services on the Central line will be caused by the HS2 Works, including but not limited to the extraction of tunnel boring machines at Greenpark Way.

7.1.3 Subject to paragraph 7.1.4, there will be no temporary closures of the West Ruislip branch of the Central line due to construction of the HS2 Works other than as planned and agreed in advance with TfL:

(a) during TfL's normal engineering hours on the Central line (from 00:30 to 04:45 Monday to Fridays and from 00:30 to 05:30 on Saturdays and Sundays); or

(b) during other hours when TfL has planned closures for maintenance.

7.1.4 If the HS2 Sponsor Board (or equivalent) within the Department for Transport agrees with HS2 Ltd that closures other than those set out in paragraphs 7.1.3(a) and 7.1.3(b) are reasonably necessary, then the provision of clause 4 of the PPA will apply to the question of such further closures.

7.1.5 To assist compliance with 7.1.3, the SoS understands that TfL will provide such long range timetable for their Central Line engineering train movements as is reasonably practicable, in order to allow HS2 to plan accordingly.

### 7.2 Ruislip Depot

7.2.1 If by reason of the HS2 Works full Central line access cannot be provided to the Ruislip Depot at all times, the SoS will require HS2 Ltd to work with TfL to identify and implement appropriate and reasonable measures to mitigate the impact on the operation of the Central line caused by the interference with access commensurate to the extent of that interference.

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/S784**

