

DATED

9th October September 2015

HIGH SPEED TWO

FURTHER PROTECTION UNDERTAKING

BY

THE SECRETARY OF STATE FOR TRANSPORT

TO

TRANSPORT FOR LONDON

RELATING TO

RUISLIP DEPOT

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:

"the Connection" means the connection and associated infrastructure provided pursuant to paragraph 7.1.1 and meeting the requirements in that paragraph;

"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 Plan" means the plan attached as the Appendix to this FPU;

"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 as long as HS2 Ltd is constructing the HS2 Works.

4. **ASSIGNMENT**

TfL may assign the benefit of the 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 **Removal of railway sidings and access to the Ruislip Depot**

7.1.1 The SoS will require HS2 Ltd to, subject to compliance with the Network Code and the agreement of Network Rail, construct (and procure for TfL's benefit all necessary rights for TfL to use) an access and egress connection between the Network Rail Chiltern mainline and the Ruislip Depot (on the western side of the Ruislip Depot). The connection will be as set out indicatively on the Plan and will:

- (a) provide such functionality as TfL reasonably requires;
- (b) allow freight trains to enter and exit the Ruislip Depot from the Network Rail Chiltern mainline to and from the west without impacting on passenger or freight services;
- (c) not in operation or construction disrupt National Rail or TfL operations; and
- (d) not increase TfL's operating costs.

7.1.2 The SoS will require HS2 Ltd to, subject to compliance with the Network Code and the agreement of Network Rail, agree with TfL (such agreement not to be unreasonably withheld) the design of and construction process for the Connection.

7.1.3 Where Network Rail does not agree to the construction of the Connection pursuant to paragraphs 7.1.1 or 7.1.2, the SoS will require HS2 Ltd to take reasonable endeavours to work with TfL and Network Rail to agree with them alternative means or measures that achieve the same purpose as the Connection and, once agreed will implement them, subject to compliance with the Network Code.

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:)

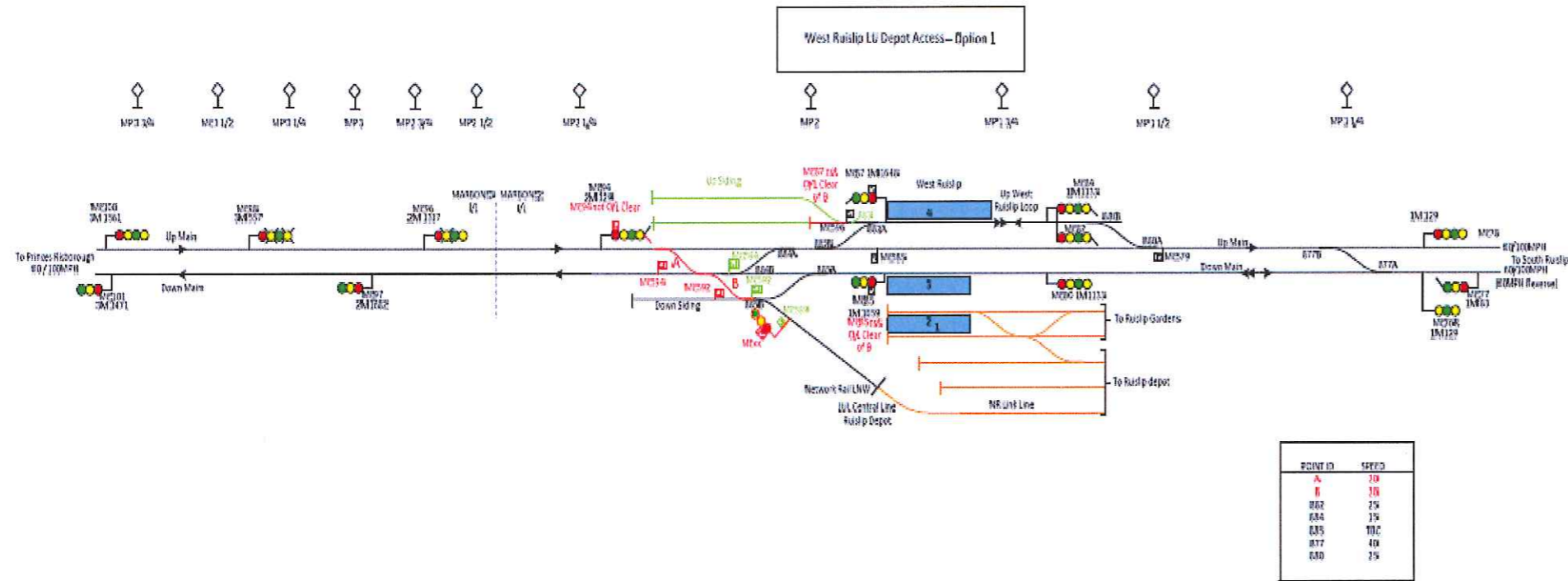


Authorised Signatory



SEAL REF NO. DFT/3783

APPENDIX – PLAN



Paul Sutton