

Non-statutory Off-site mitigation and compensation policy

This updated document has replaced APP 210.01

November 2015

Revised October 2017



**Thames
Tideway Tunnel**



Creating a cleaner, healthier River Thames

Thames Tideway Tunnel Non-statutory off-site mitigation and compensation policy

List of contents

	Page number
1 Introduction	1
1.2 Wayfinding and signposts to other documents	4
1.3 Fees	5
2 Independent advice and support	7
2.2 Independent Advisory Service (IAS)	7
2.3 Independent Compensation Panel (ICP)	7
2.4 Independent Complaints Commissioner (ICC)	9
3 Trigger action plan (TAP)	10
3.2 Pre-triggering of TAPs	13
4 Qualification (residential property)	14
4.2 Airborne noise	14
4.3 Groundborne noise and vibration including combined effects (during works)	15
5 Noise insulation or equivalent mitigation	18
5.1 The process	18
5.2 Discretionary grants	20
5.3 Additional items	21
6 Temporary rehousing (residential general and special cases)	22
6.1 Temporary rehousing process	22
6.2 Identifying and organising alternative temporary rehousing.....	23
6.3 Information and guidance for arranging temporary alternative accommodation	23
6.4 Assessment of costs in respect of temporary rehousing	24
6.5 Security for eligible buildings	25
7 Special cases	26
7.1 Lightweight dwellings, mobile homes and houseboats	26
7.2 Residential special cases	26
7.3 Non-residential sensitive buildings	27

7.4	Others	27
8	Damage or loss	29
8.1	Compensation for damage or loss	29
8.2	Claims process	29
Glossary		
Appendix A : No longer used		33
Appendix B : Published literature on recommended internal noise levels for Developing TAPS for Special Cases		35
Appendix C : Houseboat mitigation and compensation policy		37
References		50

List of tables

	Page number
Table 4.1 Airborne noise trigger values for noise insulation and temporary rehousing for residential property	14

1 Introduction

- 1.1.1 Thames Water recognises that those who live or work close to the Thames Tideway Tunnel project (the 'project') construction sites could be affected by the construction works. In the first instance, the Undertaker¹ will minimise the significant and adverse impacts from construction² at source as far as reasonably practicable by means of onsite mitigation as required by the project's *Code of Construction Practice (CoCP)*.
- 1.1.2 The *Non-statutory off-site mitigation and compensation policy* (the 'Policy') covers those affected by the construction of the project due to the following:
- a. dust (in terms of compensation)
 - b. light interference (in terms of compensation)
 - c. noise (in terms of mitigation and compensation)
 - d. vibration (in terms of mitigation and compensation)
 - e. in combination effects (in terms of discretionary mitigation and compensation)
 - f. other impacts of the works unique to the individual making the claim (in terms of discretionary mitigation and compensation).
- 1.1.3 Those who may qualify under the Policy include:
- a. owner occupiers
 - b. residential tenants
 - c. independent residential landlords
 - d. businesses
 - e. special case properties such as houseboats, mobile homes, sheltered housing, care homes and non-residential sensitive buildings such as schools and hospitals (discussed in more detail in Section 7)
 - f. special cases such as shift workers, vulnerable persons who are housebound and those with medical conditions that it is proven could be exacerbated by exposure to noise or vibration (discussed in more detail in Section 7).
- 1.1.4 The control of potential impacts arising from dust, noise, vibration, and light (refer to 1.1.2) to avoid significant effects are addressed in the *CoCP*. Compensation for any residual damage or loss is covered in Section 8 of the Policy.

¹ For the purposes of this document, the 'Undertaker' means Thames Water Utilities Limited and any successors and statutory assignees.

² As defined in the Environmental Statement update report, the Noise Policy Statement for England 2010 and the emerging national Planning Practice Guidance.

- 1.1.5 Controls to avoid significant observed adverse noise effects at businesses are also addressed in the *CoCP*. Compensation for any residual damage or loss is covered in Section 8 of the Policy.
- 1.1.6 In some situations, however, having exhausted mitigation on site it may not be possible to avoid significant observed adverse effects from noise³. Under the Policy the Undertaker will prepare and where accepted by the beneficiary, implement mitigation or provide compensation for such situations.
- 1.1.7 Examples of what may be offered under the Policy include:
- a. installation of secondary glazing and additional ventilation, enabling windows to be kept closed, to provide additional noise insulation during the construction works
 - b. a support package that reflects ongoing costs associated with managing a property differently during the works
 - c. cost and expense of temporary relocation or rehousing for houseboats during certain phases of the construction programme
 - d. short-term respite accommodation if unacceptable disruption were to be experienced due to, for example, short periods of exposure to combined noise and vibration
 - e. an offer of financial compensation to cover:
 - i additional property management costs such as window cleaning, cleaning, security, insurance
 - ii temporary reduction of business profits
 - iii temporary reduction in the value of property
 - iv additional travel costs and car parking charges
 - v costs of installing blackout blinds
 - vi any cost or loss which arises as a direct consequence of the construction of the project
 - vii fees and costs associated with making a successful claim.
- 1.1.8 The Undertaker has already identified the residential properties predicted to experience significant adverse effects due to the construction works. These are set out in the *Environmental Statement*⁴ (*ES*) which supports the application for development consent.
- 1.1.9 Through the *ES*, engagement with stakeholders and public consultation, the Undertaker has also identified other properties that, although not

³ As defined in Noise Policy Statement for England 2010 and emerging National Planning Practice Guidance – noise.

⁴ 'Environmental Statement' means the Environmental Statement for the Development (January 2013) together with the Errata to the Environmental Statement (September 2013), and the Environmental Statement Update Report (March 2014), all submitted by Thames Water Utilities Limited to supports its application for development consent.

predicted to experience 'significant adverse impacts', are in close proximity to sites or access routes and are considered to be special cases (special cases are covered in Section 7).

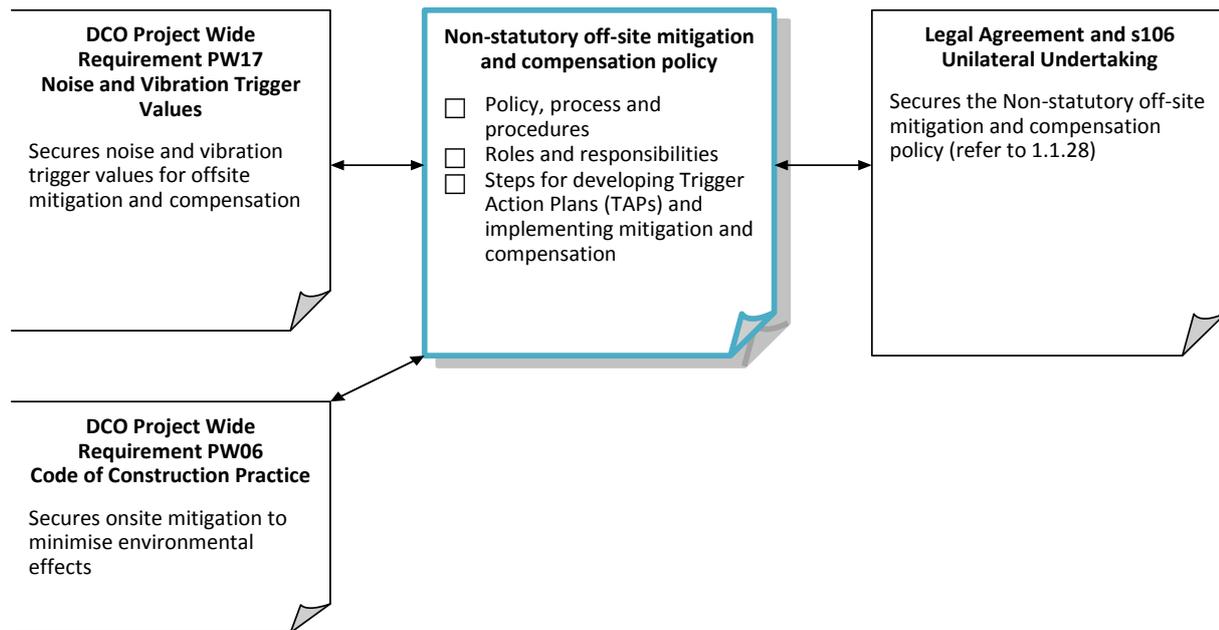
- 1.1.10 The Policy introduces Trigger Action Plans (TAPs), which are detailed in Section 3. These plans shall define both noise and/or vibration trigger values and the planned mitigation package to be implemented in the event of adverse effects being predicted to occur. The TAPs will be individually produced and capture a set of agreed actions that address the particular concerns of property owners and occupiers involved in each case.
- 1.1.11 For properties that qualify for a TAP, the Undertaker shall actively engage with each of the identified parties to discuss, explain and manage the available information and work with them to identify, offer, agree and (where accepted) implement appropriate mitigation through a TAP.
- 1.1.12 The trigger values contained within this policy may be amended in line with any alterations made to project-wide requirement PW17 in the draft development consent order by the Secretaries of State in granting development consent for the project.
- 1.1.13 The Undertaker shall use reasonable endeavours to obtain all relevant consents required to undertake the works defined in the TAPs. For example, the types of consent required may include:
 - a. planning permissions
 - b. listed building consents
 - c. consent from the landowner
 - d. consent from the landlord
 - e. building regulations.
- 1.1.14 The Undertaker shall not permit any individual work or works, forming part of the development in respect of which mitigation or compensation measures are required, to commence unless, and until, those measures have been fully implemented. This restriction will not apply where
 - a. access to property for the purpose of implementing or completing the mitigation or compensation measures is refused or unreasonably delayed by the owner or occupier
 - b. any person entitled to the measures fails to comply to timescales imposed as part of this process
 - c. the owner or occupier of the property which qualifies for mitigation or compensation measures objects or confirms in writing to the Undertaker that they do not wish those measures to be implemented
 - d. any necessary consents required to complete works are not forthcoming and as a result temporary rehousing is offered and refused
 - e. any owner or occupier of the property refuses to be temporarily rehoused where that is the mitigation or compensation measure that

they are entitled to under the terms of the Policy.

- 1.1.15 All finalised TAPs will be appended to this policy and shall be shared with the Independent Advisory Service (IAS) and act as a precedent on which further TAPs can be prepared and agreed. The IAS is described further in Section 2.
- 1.1.16 The Undertaker will actively engage property owners and occupiers who qualify for a TAP, and will actively promote the Policy in the lead up to commencement of construction of the project to ensure that all special cases (refer to Section 7) are covered by the Policy.
- 1.1.17 The Undertaker will continue to identify, and respond to requests for owners and occupiers to be treated as special cases and prepare additional TAPs as may be necessary.
- 1.1.18 Individuals who believe they have a claim may discuss this with the Undertaker directly or the IAS.
- 1.1.19 Despite all proactive engagement before construction commences, there may be circumstances in which individuals come forward once works have begun who seek to be treated as special cases under the Policy (eg shift workers). The Policy will remain valid until one year after construction or until all claims under the policy have been settled.
- 1.1.20 With or without mitigation measures in place, the Undertaker recognises that financial damage or loss could arise as a direct consequence of construction activity. A procedure for claims for damage and loss is in place to process and settle such claims expeditiously (see Section 8).
- 1.1.21 The Undertaker recognises that individuals may require some assistance working through this and other compensation policies; therefore the IAS, an independent organisation, will provide advice to the public relating to the Policy. Individuals are encouraged to contact this service to discuss their particular cases on 0800 917 8845 or info@tidewayias.co.uk.
- 1.1.22 The Undertaker shall also establish an Independent Compensation Panel (ICP) composed of compensation and technical experts. The panel members will perform a number of functions but will primarily supervise the implementation of the various policies and determine any disputes arising out of the policies. The IAS and ICP are discussed in more detail in Section 2.
- 1.1.23 Where parties are not satisfied with the response from the ICP they can ask the Independent Complaints Commissioner (also described in Section 2) to review the decision-making process for that case.
- 1.1.24 Any award in respect of a claim for financial compensation shall be subject to the claimant having a reasonable, valid and evidentially supportable claim which arises as a direct consequence of the Undertaker's activities in respect of the project and having sought to reasonably mitigate any loss or damage.

1.2 Wayfinding and signposts to other documents

- 1.2.1 The Policy brings together the following previous Thames Water policies:
- a. *Noise insulation and temporary rehousing policy*
 - b. *Non-statutory mitigation compensation procedure*
 - c. *Non-statutory disturbance compensation procedure*
- 1.2.2 The Undertaker will maintain separately the following other existing non-statutory compensation policies:
- Exceptional Hardship Procedure
 - Settlement Information Paper
- 1.2.3 The Policy is outside the statutory regime for compensation and is entered into voluntarily by the Undertaker. However, it shall initially be secured through a legal agreement with the relevant London Borough and subsequently through a Section 106 unilateral undertaking to be entered into after the grant of development consent. The following image shows the relationship between the documents.



1.3 Fees

- 1.3.1 The Undertaker recognises the potential for claimants to incur costs to pursue a claim under the Policy. Where claims are successful, the claimant shall be entitled to submit evidence of reasonable costs to the ICP and request reimbursement from the Undertaker.
- 1.3.2 The Undertaker accepts that the IAS may advise a claimant to pursue a course of action under one of the compensation policies that is eventually unsuccessful. In circumstances where a claimant receives such advice and appoints a professional adviser to help pursue a claim, that advisor should seek a fee agreement with the Undertaker.
- 1.3.3 In the event that a claim is unsuccessful, reimbursement shall be subject to a cap not exceeding £500 plus VAT. The ICP will determine the reasonableness of such costs and claimants are strongly advised to make this clear to any advisors they may appoint in connection with non-statutory compensation claims against the Undertaker.

2 Independent advice and support

- 2.1.1 The Undertaker recognises that in order to give confidence that the process is impartial and transparent in every respect regarding compensation, potential claimants will require independent advice and decision making regarding claims.
- 2.1.2 In order to assist individuals and ensure independent review of mitigation and compensation policies and processes, the Undertaker shall establish the following bodies:
- a. Independent Advisory Service (IAS)
 - b. Independent Compensation Panel (ICP)
 - c. Independent Complaints Commissioner (ICC)

2.2 Independent Advisory Service (IAS)

- 2.2.1 The IAS shall provide advice in respect of the Policy, the *Settlement information paper* and the *Exceptional hardship procedure*. It will advise individuals and other affected parties how to qualify for these policies and explain the roles of the ICP and ICC. Advice will be available to individuals and other affected parties, such as schools and communities generally, who either are entitled or believe they may be entitled to mitigation or compensation under any of the relevant policies.
- 2.2.2 The IAS shall be independent from the Undertaker. The Undertaker will not be responsible for any advice given by the service. The full cost of setting up and operating the IAS will be met by the Undertaker.
- 2.2.3 The IAS shall be effective from February 2014 and run for the duration of construction. The policy will remain valid until one year after construction or until all claims under the policy have been settled. The Undertaker will publish details of the IAS and periodically advise local residents and small business owners about its availability through a newsletter. The IAS will be operated through a freephone helpline and email service.
- 2.2.4 Individuals are encouraged to contact this service to discuss their particular cases on 08000 30 80 80 or info@tidewayias.co.uk.

2.3 Independent Compensation Panel (ICP)

- 2.3.1 The ICP shall be established by the Undertaker and consist of an independent chairperson and two additional members. The chairperson should have experience in the field of compensation and valuation, or environmental health and the management of major infrastructure projects. The two additional members will be chosen from the expert advisory panel detailed below on the basis of their specialty field.

- 2.3.2 The ICP shall receive advice from the expert advisory panel in relation to the following areas or professions:
- a. Noise and vibration
 - b. Transport
 - c. Building surveying
 - d. Quantity surveying
 - e. Chartered engineering (Mechanical, Structural, Electrical and Civil) with directly relevant experience including tunnelling projects in highly developed and complex urban environments
 - f. Chartered surveying
 - g. Medical advice from an appropriate qualified medical professional on the potential effects of exposure to noise and vibration on the health of individuals or groups of individuals
 - h. Legal advice.
 - i. Exceptional hardship specialists
- 2.3.3 In addition, the ICP may call on such other specialists as the chairperson may deem necessary from time to time to perform the role and functions of the ICP, which include:
- a. supervising the implementation of the Policy, the *Settlement information paper* and the *Exceptional hardship procedure*
 - b. ensuring that the mitigation avoids significant observed adverse effects⁵, and where provided for that purpose then minimises adverse effects on the same receptor as far as reasonably practicable⁶
 - c. ensuring that the mitigation provided is of good design quality, durable, sustainable and meets all relevant requirements (for example building regulations)
 - d. ensuring that the mitigation provided minimises as far as practicable any consequence adverse impact (eg enabling windows that can currently be opened can still be opened if the beneficiary wishes to do so even though the additional ventilation will be provided to enable windows to be kept closed to provide noise mitigation during the noisier works)

⁵ A significant effect identified using the assessment methodology defined in the *Environmental Statement* where the forecast noise levels exceeds the relevant day, evening or night assessment category 'C' in line with the Noise Policy Statement for England (Department for Environment, Food and Rural Affairs (Defra) 2010 and emerging National Planning Practice Guidance 2013)

⁶ The performance (in all respects) of noise insulation should be equal or better than the performance of the insulation package defined in the Noise Insulation (Railways and Other Guided Systems) Regulations 1996 and all mitigation shall aim to meet the design aims set out at Appendix B as far as reasonably practicable.

- e. ensuring that all policies are effective and accessible and recommending any necessary changes to improve the efficiency and effectiveness of the processes and procedures that they contain
 - f. determining any claims or disputes arising out of all policies; the decision of the ICP will be final and binding on the Undertaker, save for the ability of the Undertaker or the relevant party to refer the decision of the ICP to the ICC for its consideration
 - g. taking decisions with reference to the relevant policy and relevant guidance in codes of practice, British Standard BS 5228 and precedent from other equivalent projects
 - h. giving assurance to the local authority that the Undertaker has fulfilled its obligations under this policy
- 2.3.4 The Undertaker and its appointed contractors shall provide such information and assistance as may be requested by the ICP in order to progress cases expeditiously.
- 2.3.5 The ICP shall be independent from the Undertaker and will run throughout construction. The Policy will remain valid until one year after construction or until all claims under the policy have been settled. The Undertaker will not be responsible for any advice given or decisions made by the ICP. The full cost of setting up and operating the ICP will be met by the Undertaker.
- 2.3.6 The Undertaker shall publish details of the ICP and periodically advise local residents and small business owners about its availability through a newsletter.
- 2.3.7 If an affected party has a dispute they wish to be resolved they must first inform the Undertaker to allow for a resolution to be reached. If the parties cannot agree on a satisfactory resolution then the dispute can be referred to the ICP; this can be done by either the affected party or the Undertaker.
- 2.3.8 Any dispute or request for a decision must be made in writing to the ICP. It may be made by the Undertaker, the affected party or a key stakeholder (such as the relevant London Borough). Subject to panel member's availability, the ICP will seek to consider such requests within 10 working days of receipt and write to both parties setting out the timetable for resolution. It may also request a site visit or further information.
- 2.3.9 The ICP will seek to have the Minutes of the meetings of the ICP published on the Projects Website and circulated to the Councils, the IAS and ICC within seven days of any meeting being held. This is however subject to the availability of ICP members for review and sign-off of minutes. Minutes will be published as soon as possible after that target date if the seven day period cannot be achieved.
- 2.3.10 Throughout the project the ICP will regularly review the Policy and where changes are recommended, the ICP will consult the Undertaker and relevant London Boroughs for approval prior to implementing what must be mutually acceptable improvements.

2.4 Independent Complaints Commissioner (ICC)

- 2.4.1 The Undertaker shall arrange for the appointment of an Independent Complaints Commissioner, whose role will be to ensure that the correct process has been followed where a party is not satisfied with the response of the ICP. In such circumstances, the party can refer the decision-making process for review by the commissioner, who will then evaluate the ICP's decision-making process in that case. Should the commissioner find that due process has not been followed, then the claim will be returned for a re-evaluation by the ICP.

3 Trigger action plan (TAP)

- 3.1.1 The CoCP requires the contractor to implement all mitigation on-site that are the best practicable means to minimise noise and vibration. This reduces and generally avoids the need for noise insulation, temporary rehousing or other off-site mitigation.
- 3.1.2 Where on-site mitigation has been exhausted and this has been confirmed by local authority consent⁷ but significant adverse noise effects⁸ remain, then off-site mitigation and compensation measures will be developed and offered to landowners and occupiers. Off-site mitigation measures will be formalised through a TAP agreed between the Undertaker and occupier and/or owner.
- 3.1.3 Each TAP will define noise and/or vibration trigger values and the mitigation package that will be implemented in the event that the trigger values are predicted to be, or are, reached⁹. The purpose of the plan is to ensure that specific mitigation measures are identified and agreed and that all relevant consents are in place so that, if required, the mitigation can be implemented quickly before the construction activity that necessitates the measures commences.
- 3.1.4 TAPs shall be prepared for the properties that meet the following criteria:
- residential properties identified in the *ES* as being potentially significantly affected for certain periods of time
 - 'special cases' as defined in Section 7 of the Policy
 - directly adjacent properties if the affected facade of those properties (ie, facing the works) is contiguous or forms part of a series of contiguous facades.

⁷ Under Section 61 of the Control of Pollution Act 1974

⁸ A significant effect identified using the assessment methodology defined in the *Environmental Statement* where the forecast noise levels exceeds the relevant day, evening or night assessment category 'C' in line with the Noise Policy Statement for England (Department for Environment, Food and Rural Affairs (Defra) 2010 and emerging National Planning Practice Guidance (2013).

⁹ And in the event that a TAP is 'pre triggered' before construction and the relevant Section 61 consents.

3 Trigger action plan (TAP)

- 3.1.5 TAPs are not required for other receptors, except special cases (Section 7). This is because section 2.1 of the *CoCP* requires¹⁰ environmental effects from the contractor's detailed proposals and works to be no worse than those reported in the *ES*. A property not identified as being subject to a significant adverse impact in the *ES* cannot therefore later become significantly affected; therefore no TAP is required.
- 3.1.6 It is recognised that special cases may arise at any time during the construction period. For those parties who believe they may be a special case (or are aware of a potential special case) and who have not been contacted by the Undertaker they should contact the IAS in the first instance.
- 3.1.7 Each TAP shall comprise:
- a. introduction (to receptor and the project)
 - b. trigger values for noise and/or vibration, where applicable (see Section 3.2)
 - c. mitigation measures to reduce the predicted effects below the trigger values
 - d. programme for notification and implementation of the mitigation measures should they be required
 - e. programme for monitoring of performance of mitigation during works
 - f. corrective actions in the unforeseen event that measured noise or vibration were to reach the trigger values without required off-site mitigation being in place¹¹.
- 3.1.8 Mitigation shall be specific to each receptor and consider options such as:
- a. temporary or permanent noise barriers (e.g. at the property boundary or on adjacent council land, subject to relevant permissions, such as the acrylic barriers noted in the *CoCP* at Carnwath Road Riverside and Chambers Wharf)
 - b. modifications to balcony balustrades/parapets to provide local noise barriers and reduce internal noise levels in the property
 - c. noise insulation (with a bespoke package where required in response to the construction of the building design) to provide a noise reduction and ventilation performance equivalent to the standard package defined in the noise insulation regulations¹²
 - d. temporary rehousing as an option of last resort, where other mitigation is not practicable or will not be effective
- 3.1.9 The TAP shall be prepared by the Undertaker through engagement and

¹⁰ See Section 2 of the *CoCP* Part A

¹¹ If measured construction noise or vibration exceed the trigger values in a TAP, then the noise or vibration at the receptor will be kept below the relevant trigger value until the mitigation required by the TAP or temporary rehousing is implemented (subject to the caveats in para. 1.1.14).

¹² Noise Insulation (Railways and Other Guided Systems) Regulations 1996

- consultation with the beneficiary and the relevant local authority and be issued to the beneficiary for agreement. It will also be submitted to the ICP for approval or any modifications.
- 3.1.10 Any dispute between parties shall be referred to the ICP for resolution. The ICP's decision shall be final and binding on the Undertaker (save for the right for either party to seek redress through the ICC).
- 3.1.11 For residential property, the trigger values are defined in Section 4.
- 3.1.12 For special cases (Section 7), trigger values will be defined considering the following factors (among others):
- a. the nature of the affected property's use, eg, educational, place of worship, musical or theatrical performance
 - b. the specific use of affected rooms and external spaces
 - c. the vulnerability of any affected persons residing in or using the property (with particular attention to those who are housebound or suffering from a medical condition that could be exacerbated by increased noise or shift working)
 - d. the current noise level in the affected rooms or external spaces
 - e. the affected individual's circumstances
 - f. the current external noise levels¹³
 - g. the nature of the construction activities proposed and the duration of noise impacts
 - h. existing published literature on recommended internal noise levels for that particular property use or vulnerable group to avoid significant observed adverse effects (refer to Appendix B).
- 3.1.13 The TAP shall identify all necessary permissions and consents required to implement the mitigation. The Undertaker shall use its reasonable endeavours to obtain these consents required to undertake the works defined in the TAPs.
- 3.1.14 The TAP will set out the Undertaker's maintenance and repair obligations together with any agreement with a beneficiary for removal and reinstatement following completion of the construction works for the project, if that is what the beneficiary wishes.
- 3.1.15 The TAP shall be implemented by the Undertaker. The Undertaker's contractors will be aware of the plan when developing the construction programme and in any application for consent to the relevant local authority under Section 61 of the Control of Pollution Act 1974. In the event that it is not reasonably practicable to reduce predicted noise or

¹³ Where the short-term attended monitoring carried out as part of preparing a TAP demonstrates that the existing noise levels could equal or exceed the trigger values for the relevant property or its users, then longer term noise monitoring will be carried out to robustly establish the baseline and trigger values to be adopted. The method statement for the longer term noise monitoring will be agreed in writing with the local authority or, in the event of any disagreement, the ICP.

vibration below the trigger values in the TAP, as accepted by the relevant local authority under a Section 61 consent, then the contractor will implement the mitigation package set out in the TAP in full before commencing the works that would exceed the trigger values¹⁴. This is subject to the caveats listed in para. 1.1.15 and obtaining the necessary consents (para 3.1.13).

- 3.1.16 The TAP shall also set out the corrective actions that the contractor will take in the unplanned event that monitoring during the construction demonstrates that the trigger values are being or are expected to be exceeded.
- 3.1.17 Steps for developing and implementing the TAPs are further defined in Section 5 of the Policy.
- 3.1.18 A schedule of TAPs to be produced, including for special cases, can be found in the Legal Agreement undertaking which secures the Policy. For more information on those properties please contact the IAS.

3.2 Pre-triggering of TAPs

- 3.2.1 Recognising that some parties will experience in combination effects over extended durations which cannot be addressed through on-site mitigation measures, off-site mitigation packages and associated works (or alternatives as agreed by the beneficiary) will be proactively offered to some owners/occupiers based on the following criteria:
 - a. buildings or other communities with vulnerable residents
 - a. residents located directly adjacent to the site and subject to noise and other effects in combination, such as secondary limited views, reduced light or single aspect dwellings
 - b. schools or other sensitive receptors subject to combined effects
- 3.2.2 Details of the noise insulation packages that will be formalised through TAPs will not include noise or vibration thresholds which must be exceeded in order to trigger the noise insulation. Rather, the Undertaker commits to offer the noise insulation without a trigger level for the relevant owners and occupiers.
- 3.2.3 Pre-triggered TAPs are identified in the Schedule of Trigger Action Plans appended to the Legal Agreement which secures the Policy.

¹⁴ The Undertaker may, at its discretion, 'pre-trigger' a TAP; for example: for buildings occupying vulnerable residents; residents located directly adjacent to the site and subject to noise and other effects in combination, such as secondary limited views, reduced light or single aspect dwellings; or schools or other sensitive receptors subject to combined effects.

4 Qualification (residential property)

4.1.1 The trigger values contained within this policy are secured in project-wide requirement PW17. The levels recorded in Table 4.1 and the other provisions of this section will be amended in line with any alterations made to project-wide requirement PW17 in the draft development consent order, by the Secretaries of State in granting development consent for the project.

4.2 Airborne noise

4.2.1 Noise insulation (or equivalent other mitigation as described at 3.1.8) and temporary rehousing will be provided where the predicted or measured noise at a receptor exceeds the trigger values in Table 4.1.

Table 4.1 Airborne noise trigger values for noise insulation¹⁵ and temporary rehousing for residential property

Day	Time	Averaging period, T	Noise insulation trigger value dB $L_{Aeq,T}$	Temporary rehousing trigger value dB $L_{Aeq,T}$
Mondays to Fridays	7am to 8am	1 hour	70	80
	8am to 6pm	10 hours	75	85
	6pm to 7pm	1 hour	70	80
	7pm to 10pm	1 hour	65	75
Saturdays	7am to 8am	1 hour	70	80
	8am to 1pm	5 hours	75	85
	1pm to 2pm	1 hour	70	80
	2pm to 10pm	1 hour	65	75
Sundays and Public Holidays	7am to 10pm	1 hour	65	75
Any day	10pm to 7am	1 hour	55	65

¹⁵ For the avoidance of doubt, noise insulation will also be triggered where a significant effect is identified using the assessment methodology defined in the *Environmental Statement* and forecast noise level exceeds assessment category C defined in the *Environmental Statement*, even if the duration trigger values in paragraph 4.1.5 are not exceeded.

- 4.2.2 The trigger values shown in Table 4.1 do not apply where the ambient noise level is greater than the noise insulation trigger value. In such cases, where the ambient noise level (in the absence of construction noise) exceeds the relevant noise insulation trigger value shown above, then:
- the ambient noise level shall be used as the construction noise level required to trigger insulation, and
 - the ambient noise level +10dB shall be used as the temporary rehousing trigger value.
- 4.2.3 Unless otherwise agreed with the relevant local authority, noise levels will be measured or predicted in accordance with the methods set out in British Standard 5228ⁱ (as updated in 2014).
- 4.2.4 All construction noise levels will be predicted or measured at a distance of 1m from any affected eligible facade, which must have windows to bedrooms or living rooms.
- 4.2.5 Further to this, noise insulation (or the reasonable costs thereof against agreed bills) will only be offered to owners or occupiers who can demonstrate that the property can lawfully be occupied as a permanent dwelling and if the following apply:
- The predicted or measured noise level exceeds the noise trigger value for noise insulation at the property for at least ten days out of any period of 15 consecutive days or alternatively for 40 days in any six-month period
 - Noise insulation does not already exist that is of an equivalent standard to that which would be allowed for under the Noise Insulation (Railways and other Guided Systems) Regulations 1996 (the '1996 Regulations')
 - If grants for noise insulation works in accordance with the Land Compensation Act 1973 have not already been paid.
- 4.2.6 Temporary rehousing (or the reasonable costs thereof) will be offered to legal occupiers, if :
- The predicted or measured noise level exceeds the noise trigger value for temporary rehousing at that property for at least ten days out of any period of 15 consecutive days or alternatively for 40 days in any six-month period
- 4.3 Groundborne noise and vibration including combined effects (during works)**
- 4.3.1 Appreciable vibration will be generated by only a few construction activities and generally only when carried out in close proximity to a property. In the majority of cases, the significant adverse effects of

vibration can be avoided by changing the construction method or the detailed implementation of the method, as required by the *CoCP*, and ensured by a Section 61 consent from the local authority. High levels of vibration are therefore unusual and of short duration and will not necessarily constitute a significant adverse effect based on the methodology defined in the *ES*.

- 4.3.2 As a protective contingency, vibration trigger values above which occupants would be exposed to a significant observed adverse effect¹⁶ shall be defined (as required) in the relevant TAP. This is for receptors close to cofferdam construction as a contingency in the event that the local authority were to grant Section 61 consent for an alternative pile driving method as push piling was impossible (as defined in *CoCP*).
- 4.3.3 Since exposure above the trigger thresholds is unlikely and would be of short duration, exceeding the values set in each TAP will trigger temporary respite accommodation (eg, short-term accommodation in a hotel or equivalent).
- 4.3.4 The facility to provide temporary respite accommodation will be arranged in advance of works that can generate significant observed adverse effects due to vibration. The Undertaker shall increase engagement with occupiers in the lead-up to and during the activity, particularly when the activity first commences. This will be supported by continuous monitoring of noise and vibration. In the event that residents report unacceptable disruption during the activity due to vibration or combined effects of noise and vibration¹⁷, and monitoring confirms that project activities are the source, then temporary respite accommodation will be arranged on a case-by-case basis for the duration of the disruption.
- 4.3.5 Consistent with the Government's noise policy (as defined in Defra's Noise Policy Statement for England, 2010), emerging National Planning Practice Guidance and British Standard 6472-1, trigger values are defined at the threshold for significant observed adverse effect levels (SOAEL) for groundborne vibration and noise inside properties. For noise, exceeding the relevant SOAEL is used as the basis for triggering the provision of noise insulation measures (refer to Section 4.1 of the Policy). However, there are no equivalent insulation measures to reduce vibration levels entering buildings. The Undertaker will therefore avoid people being exposed to significant observed adverse vibration effects for any period longer than one day by providing temporary respite measures.

¹⁶ Noise Policy Statement for England, Defra (2010) and emerging National Planning Practice Guidance – Noise.

¹⁷ For example: Airborne noise and groundborne vibration, airborne noise and groundborne noise, or airborne noise and waterborne noise (for houseboats).

- 4.3.6 Based on information published by High Speed 2 Ltd¹⁸, the following groundborne vibration and noise levels are considered to be SOAELs.
- 4.3.7 Temporary respite will be triggered if:
- a. the predicted or measured vibration exceeds the following trigger values set at the centre of any floor inside the property (highest vibration):
 - i Daytime (7am to 11pm): a vibration dose value (VDV_b) of 0.8m/s^{1.75}
 - ii Night-time (11pm to 7am): a vibration dose value (VDV_b) of 0.4m/s^{1.75}.
 - b. the predicted or measured groundborne noise exceeds as 45 dB L_{ASmax} measured near, but not at, the centre of any room in a property
 - c. the predicted or measured groundborne noise or vibration exceeds the relevant trigger value for a period exceeding one day.

5 Noise insulation or equivalent mitigation

5.1 The process

- 5.1.1 The relevant powers granted to responsible authorities by Regulation 8 of the 1996 Regulations shall be also adopted, as far as relevant and consistent with the Policy. Where these regulations do not apply, eg, cases under Section 7 of the Policy, then specific measures will be developed under the relevant TAP to provide equivalent benefit to the measures defined in the regulations.
- 5.1.2 The Undertaker shall notify in writing the owners and/or occupiers of the identified property that a TAP is to be prepared for their property.
- 5.1.3 The Undertaker shall then make arrangements for specialists to carry out a noise and condition survey of the eligible property. The survey is required to assess the specific details of the property, taking into account any existing features such as double and secondary glazing. The Undertaker will assess existing glazing and ventilation already present in an eligible room and consider what additional insulation work may be required. The survey will include acoustic measurements.
- 5.1.4 Reasonable access must be granted to the Undertaker to complete the survey(s). The Undertaker shall make every practical effort to obtain necessary consents for such access. If access is not granted to the property and appropriate surveys cannot be carried out, then the Undertaker will not be able to put a TAP in place. In such cases, the Undertaker will not be precluded from carrying out the construction works

¹⁸ HS2 London to West Midlands. Environmental Statement 2013. Appendix SV-001-000: Sound, Noise and Vibration: Methodology, Assumptions and Routewide Assessment.

that would give rise to the need to provide appropriate mitigation or compensation.

- 5.1.5 Once the survey(s) are complete, the Undertaker shall confirm specific details of the insulation, or other mitigation, package and identify any additional mitigation measures to be installed under the Policy and any associated work. The specific insulation package shall be defined in the TAP. For example, for secondary or double glazing to be completely effective it should be provided with additional ventilation and or blinds to comply with the specifications in the 1996 Regulations, Schedule I. As described in Section 4, the requirement for insulation defined in the relevant TAP will be confirmed when the contractor secures Section 61 noise consent for its works from the local authority.
- 5.1.6 Once prepared, the TAP will be formally offered to the beneficiary¹⁹ in writing for acceptance. Any acceptance of a formal offer under the Policy must be made in writing by the beneficiary to the Undertaker. The offer letter shall include a timeframe in which to respond. This is because, should the offer be acceptable, then the Undertaker will need to make arrangements to ensure that mitigation measures are put in place prior to the commencement of the construction activity that leads to the need for that mitigation. In the event that agreement cannot be reached, then the TAP shall be submitted to the ICP for approval or any modifications.
- 5.1.7 Where (a) the offer of noise insulation is accepted and insulation is to be installed by the Undertaker (as opposed to being dealt with through the grant scheme, see below) and (b) the Undertaker is allowed appropriate access to the property but insulation is not installed before an activity which results in a qualification of noise insulation commences, then the contractor may not proceed with that activity (see paragraph 1(b) of the Section 106 unilateral undertaking).
- 5.1.8 Any TAP agreed between the Undertaker and a beneficiary shall go to the ICP for ratification.
- 5.1.9 The Undertaker shall be responsible for obtaining all necessary third-party consents for this work to be undertaken. Where required these will include, for example, planning permission, listed building consents, conservation area consents, building regulations approval and the building owner's consent. These consents will be updated as required in the event of any change in circumstances, for example, a change in tenant.
- 5.1.10 Where, due to the nature or type of building, noise insulation cannot reasonably be installed, affected owners and occupiers shall qualify under the temporary rehousing section of the Policy (Section 6).

¹⁹ Beneficiary means the occupier of the property to which the TAP relates.

- 5.1.11 The Undertaker will ensure that the individual or groups of individuals have the opportunity to discuss the implications of the TAP directly with the Undertaker and will also provide the details of the IAS should they wish to seek independent advice.
- 5.1.12 Once final construction noise levels have been determined and approved by the relevant local authority, the owners and occupiers of properties where the need for mitigation set out in a TAP is triggered shall be notified by the Undertaker in writing. In order that noise insulation, or other equivalent mitigation, is installed before the works that result in the need for noise insulation are started, and to ensure that this doesn't delay the contractor, it may be necessary for the contractor to obtain Section 61 consent for works up to six months or more in advance or for the Undertaker to 'pre-trigger' the TAP (ie commit to proving the mitigation in the TAP without waiting for the confirmation of detailed construction noise levels by a Section 61 consent). The programme for implementing the mitigation or rehousing will be set out and agreed in the TAP so that the Undertaker, contractor and local authority are clear on the 'lead time' for installing the off-site mitigation and this can be taken into account in planning submission dates for Section 61 consents or determining whether to 'pre-trigger' any TAPs.
- 5.1.13 The works shall be monitored throughout to ensure compliance with all commitments, consents and TAPs.
- 5.1.14 In the event that predicted noise levels change and the rehousing trigger value is not exceeded before those works that would previously have triggered an obligation to offer temporary rehousing commence, then the occupier may choose to proceed with rehousing or remain in their dwelling. This is in recognition of the fact that occupiers may make preparations on the basis of the initial predicted noise levels and TAP and it would be unfair to expect the occupier to change their plans following the final noise assessment.
- 5.1.15 Where a residential property is subject to combined noise and/or vibration impacts, the mitigation response is set out in Section 4.

5.2 Discretionary grants

- 5.2.1 At the request of the claimant, the Undertaker shall consider making a discretionary grant in respect of insulation work so that the claimant may carry out the insulation works themselves. A grant may only be made subject to the following conditions:
- a. Insulation work shall be carried out in accordance with the relevant TAP or the 1996 Regulations, a copy of which shall be provided to the claimant by the Undertaker on request.

- b. The claimant shall provide the Undertaker with three written competitive quotations, in accordance with the relevant specifications, for the costs of the insulation work.
- c. The Undertaker shall also provide a comparative cost estimate for review against the three written quotations.
- d. The final grant payment shall not exceed the final agreed quotation. However, in exceptional circumstances, before any additional works are carried out the cost of those works must be approved by the Undertaker and the additional sum included in the new revised grant payment. The Undertaker's cost estimate for the works will be stated in the formal offer letter; this information shall be provided to the claimant on request of a grant.
- e. The amount of grant shall not exceed the claimant's estimate of the cost of the insulation works or the actual cost on completion of the work.
- f. The Undertaker may pay in advance a maximum of 50 per cent of the estimated cost, with the balance payable to the claimant on satisfactory completion of the works.
- g. The insulation works shall be completed to the required specifications and within the reasonable timeframes prescribed by the Undertaker to ensure completion of the construction works for which insulation is required. Failure to meet this requirement will necessitate the repayment of any and all grant monies paid in accordance with the Policy and, in such a circumstance, this shall not prohibit the contractor commencing the relevant construction works on site.
- h. In the event that the claimant does not proceed with the insulation works, the Undertaker shall offer to carry out the works.

5.2.2 Any acceptance of a grant under the Policy shall be made in writing to the Undertaker providing adequate time for the insulation works to be carried out in accordance with relevant sections of the Policy and the TAP.

5.3 Additional items

5.3.1 Any obligation to repair, maintain or make any payments in respect of repairing or maintaining any equipment or apparatus installed under the Policy or to pay for the running costs, shall be defined in the relevant TAP.

5.3.2 Nothing in the Policy the Undertaker to carry out work or make a grant in respect of carrying out constitutes an agreement, undertaking or power of work required to correct an existing defect in an eligible building.

5.3.3 The Undertaker shall repair any damage to the structure and/or decoration of the property that may occur as part of the installation of the noise insulation.

- 5.3.4 The Undertaker shall reimburse reasonable fees and costs incurred by the claimant to obtain the three quotations in para. 5.2.1b. This will be due with payment of any discretionary grant or when the Undertaker requests the contractor to implement the work.

6 Temporary rehousing (residential general and special cases)

6.1 Temporary rehousing process

- 6.1.1 The Undertaker shall proactively engage owners or occupiers where it identifies that they could be eligible for temporary rehousing in order to:
- a. identify and arrange temporary alternative accommodation to meet the assessed requirements
 - b. provide information and guidance to assist claimants to identify and secure temporary alternative accommodation.
- 6.1.2 The Undertaker shall notify those beneficiaries potentially entitled to temporary rehousing under the terms of the Policy as part of preparing a TAP for their property. The beneficiary will be requested to advise acceptance of temporary rehousing (if the need for such is confirmed at the time of construction) in writing to the Undertaker within 28 days of receipt of notification. The confirmation should provide the following details:
- a. The name and address of the beneficiary and the number of persons to be temporarily rehoused
 - b. Confirmation of the address of the eligible building for which the request is made
 - c. A statement of the capacity in which the beneficiary makes the request, i.e:
 - i owner or occupier
 - ii freeholder or leaseholder
 - iii tenant or subtenant.
 - d. Confirmation that temporary rehousing is required
 - e. A statement confirming that one or both of the following services is required:
 - i identification and arrangement of temporary alternative accommodation on behalf of the beneficiary
 - ii provision of information and guidance to enable the beneficiary to identify and secure temporary alternative accommodation.

- 6.1.3 In order to assist the beneficiary in this regard, the Undertaker shall include a temporary rehousing proforma with the notification letter, asking the beneficiary for details of their existing property in order to understand their requirements in relation to an alternative property.
- 6.1.4 In all cases, the Undertaker shall assess the particular requirements of the beneficiary (based on the existing accommodation and location in relation to schools and work place, for example) and seek to formally agree and document these in order to assist in finding suitable temporary rehousing. Should this not be agreed between the parties, then any disputes will be referred to the ICP for resolution.
- 6.1.5 On receipt of confirmation of the requirement for temporary rehousing from a beneficiary, the Undertaker shall confirm in writing the applicants' position regarding reimbursement of reasonable expenses (see Section 6.4).
- 6.1.6 The discretionary powers in respect of temporary rehousing granted to responsible authorities by Section 28 of the Land Compensation Act 1973 (power to pay expenses of persons moving temporarily during construction works, etc.) shall be adopted.

6.2 Identifying and organising alternative temporary rehousing

- 6.2.1 Beneficiaries requesting a service to identify and arrange temporary alternative accommodation shall receive the following services (this list is not intended to be exhaustive and the service will be tailored to the individual beneficiary's requirements following an assessment thereof):
- a. Identifying and arranging temporary alternative accommodation (based on the assessment of the beneficiary's requirements) and the payment of the reasonable costs associated with temporary alternative accommodation
 - b. Arranging for removals and the payment of associated costs
 - c. Arranging for storage and insurance of personal effects and payment of associated costs
 - d. Arranging insurance for vacated properties during any period of temporary rehousing and payment of the associated costs
 - e. Identifying and arranging kennelling and/or catteries for pets and payment of associated costs
 - f. Arranging disconnection/connection of utilities and payment of associated costs
 - g. Identifying local hotels in order to arrange short-term temporary alternative accommodation for applicants and payment of associated costs.

6.3 Information and guidance for arranging temporary alternative accommodation

- 6.3.1 Beneficiaries who request information and guidance in order to identify and secure temporary alternative accommodation shall receive information on the following issues (this list is not intended to be exhaustive and information and guidance will generally be tailored to the individual claimant's requirements following an assessment thereof):
- a. Information and guidance with regard to letting agencies and other organisations able to provide temporary alternative accommodation
 - b. Information and guidance on removal companies and associated costs
 - c. Information and guidance on storage and insurance of personal effects and associated costs
 - d. Information and guidance on insuring vacated properties during any period of temporary rehousing
 - e. Guidance on kennelling or catteries for pets and associated costs
 - f. Information and guidance on the requirements for the disconnection/connection of utilities and associated costs
 - g. Information and guidance on local hotels and rates for short-term temporary alternative accommodation
 - h. Information and guidance on arrangements to ensure reimbursable costs (eg, deposits to secure temporary alternative accommodation) may be agreed and paid as soon as reasonably practicable.
- 6.3.2 Beneficiaries who arrange temporary alternative accommodation themselves must make a request to the Undertaker in writing at least 28 days prior to the need for rehousing for payment of associated costs. The beneficiary must provide the following details in the request:
- a. The name and address of the beneficiary and the address of the building subject to the noise impact
 - b. A written estimate/statement detailing:
 - i costs associated with the temporary alternative residential accommodation to which the beneficiary wishes to relocate for the duration of the works which exceed the noise trigger levels in the relevant TAP
 - ii details of any additional costs (see above and Section 6.4) reasonably or properly incurred as a direct result of temporary rehousing.
- 6.3.3 The beneficiary shall obtain written agreement from the Undertaker of the estimated costs reasonably associated with temporary rehousing before such costs are incurred, or agreed to be incurred, by the beneficiary.

- 6.3.4 The Undertaker shall only pay costs up to the amount that the expenses for the temporary alternative accommodation exceed the expenses that the applicant would have incurred if the eligible building had continued to be occupied.

6.4 Assessment of costs in respect of temporary rehousing

- 6.4.1 The ICP shall assess claims for costs in respect of temporary rehousing on receipt of confirmation of the requirement for temporary rehousing from the beneficiary. The ICP will notify the beneficiary in writing of its decision, which is final.
- 6.4.2 Reasonable expenses incurred by the beneficiary in respect of temporary alternative accommodation for the beneficiary and members of the household for the duration of the works which exceed the relevant noise trigger levels shall be agreed by the ICP and paid by the Undertaker. In assessing such expenses, it is accepted that a transition period must be agreed between parties to allow the applicant to move back to the property on completion of the works. The transition period shall be based on individual circumstances but not less than a four-week period unless agreed otherwise.

6.5 Security for eligible buildings

- 6.5.1 Where eligible buildings are unoccupied because the occupants are temporarily rehoused under the terms of the Policy, the Undertaker shall take reasonable measures to ensure the security and any additional insurance of those buildings.
- 6.5.2 The Undertaker shall inform the local police whenever eligible buildings are vacated for the purposes of temporary rehousing.

7 Special cases

7.1 Lightweight dwellings, mobile homes and houseboats

- 7.1.1 Lightweight dwellings, mobile homes and houseboats shall be treated on a case-by-case basis.
- 7.1.2 A specific compensation policy has been adopted for houseboats to address the various tiers of mitigation and compensation available (see Appendix C).
- 7.1.3 The trigger values to be applied are those at Section 4 of the Policy. These will then be adjusted to reflect the sound insulation of the lightweight dwellings, mobile homes and houseboats as measured during surveys to prepare the TAP.

7.2 Residential special cases

- 7.2.1 The Undertaker shall consider the individual circumstances of each potential beneficiary, having regard to the vulnerability of any affected persons residing or using eligible properties and beneficiaries who may have special circumstances (specifically night shift workers, vulnerable persons who are housebound and those with a medical condition that it is proven could be exacerbated by exposure to noise or vibration). Where such individuals are known to the Undertaker, then the Undertaker shall contact them directly through the relevant engagement plans. Individuals who have not raised any issues previously are encouraged to contact the Undertaker directly or contact the IAS for help and advice. On the basis of the predicted or measured noise levels, the ICP shall consider whether there is a case for noise insulation or temporary rehousing and such provision may be made accordingly. Any disputes shall be passed to the ICP for resolution.
- 7.2.2 Trigger values for special cases may be different to those for other cases addressed in the Policy and may require agreement of additional mitigation measures.
- 7.2.3 The ICP shall apply any relevant government policy to special cases and will draw upon the specific relevant standards and guidance such as that provided in Appendix B.
- 7.2.4 In the absence of specific information the following trigger values shall be applied by the Undertaker:
 - a. Night/Shift worker: The night-time trigger values in Section 4 of the Policy shall apply during the day and evening
 - b. Vulnerable persons (as defined above): For airborne and groundborne noise temporary rehousing/respite-accommodation trigger levels at Section 4 of the Policy minus 10 dB shall apply. For groundborne

vibration the trigger values at Section 4 of the Policy divided by 2 shall apply.

7.3 Non-residential sensitive buildings

- 7.3.1 The Undertaker shall consider non-residential buildings occupied by noise- or vibration-sensitive receptors such as medical facilities, educational and religious establishments or businesses with especially noise or vibration sensitive operations or equipment on a case-by-case basis.
- 7.3.2 In preparing TAPs, the Undertaker shall carry out a review of the building and, in accordance with guidance in recognised national standards, determine suitable internal noise levels to compare to predicted or measured construction noise levels. Allowing for the duration of the relevant works, the Undertaker will identify any need to improve noise insulation for such receptors, or other such mitigation, and determine the form such insulation should take. These measures will then be agreed with the beneficiaries. Where agreement cannot be reached, the ICP shall determine the outcome.
- 7.3.3 The requirement for mitigation shall be triggered where the total noise²⁰ inside or outside the building (as relevant to the building use) due to the project exceeds the relevant significant observed adverse effect level that will be determined by:
- a. either appropriate guideline value (lowest observed adverse effect level) in Appendix B plus 5 dB
 - b. or the existing ambient level plus 5 dB, whichever is the higher.
- 7.3.4 Mitigation provided under a TAP shall minimise the adverse effect of project construction noise inside or outside the building (as relevant to the building use) as far as is reasonable and practicable with the aim of the total noise, with mitigation in place, being no higher than:
- a. either the appropriate guideline value in Appendix B
 - b. or the existing ambient level plus 3 dB, whichever is the higher.

7.4 Others

- 7.4.1 Other parties who do not fall into the categories above are encouraged to approach the Undertaker directly or contact the IAS for help and advice. On the basis of predicted or measured noise levels or combined effects, the ICP shall consider whether there is a case for noise insulation or temporary rehousing and such provision may be made accordingly.
- 7.4.2 There may be circumstances in which individuals do not qualify under the above special cases but believe that they merit consideration due to the impact of the project on them. These individuals should contact the Undertaker, who shall give the matter due consideration. In such

²⁰ Project construction noise logarithmically added to the ambient noise

circumstances, any mitigation or compensation measures will be provided at the absolute discretion of the Undertaker. Any dispute or appeal against the decision of the Undertaker in such circumstances shall be directed to the ICC.

8 Damage or loss

8.1 Compensation for damage or loss

- 8.1.1 Where possible, the Undertaker shall put in place onsite or off-site mitigation measures to reduce the impact and effects of the project. All reasonably anticipated adverse effects of the worksites will be continually monitored and addressed as appropriate. However, the Undertaker recognises that disturbance may be experienced and financial loss or damages incurred for which the Undertaker needs to pay compensation. Such claims fall outside of the statutory regime for compensation.
- 8.1.2 In circumstances where the potential for a claim is recognised in advance, the applicant and the Undertaker may enter into an agreement (similar to a TAP) which captures agreed actions to be taken and mechanisms to provide support before or during any period of disruption leading to a financial loss. The agreement could include (but not be limited to) details of monitoring, timings of reviews of accounts, how any interim payments may be made, how and when fees may be paid and any particular matters.
- 8.1.3 This approach ensures that no potential claimant has to have suffered a loss before making a claim. Such conditional agreements will enable applicants to be compensated promptly should they subsequently incur any direct loss. All agreements shall be approved by the ICP.
- 8.1.4 Where no such pre-agreement is in place, then a claim may be submitted directly to the ICP.

8.2 Claims process

- 8.2.1 An applicant for compensation for damage or loss may submit a claim to the ICP where that party:
- a. has a reasonable, valid and evidentially supportable claim which arises as a direct consequence of the Undertaker's construction works and related activities
 - b. is able to set out how they are affected by the work and any personal factors which may influence the impact of those works
 - c. is able to demonstrate they have a legal interest in the property that is the subject of the claim

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- d. is not making any other claims against the Undertaker in respect of mitigation disturbance or nuisance arising from the project for the same circumstances (statutory or non-statutory)
 - e. or where the property has not already been the subject of mitigation measures or a compensation payment under a project scheme dealing with the same impacts.

8.2.2 Any award for a claim for financial compensation shall be subject to the claimant acting reasonably and, in particular, seeking to reasonably mitigate the loss or damage.

8.2.3 In each case, such claims shall be put to the ICP for assessment, taking into account all relevant and unique factors. This may involve requests for further information or a period of monitoring to confirm the appropriate outcome. Should either party consider that the ICP has not followed the appropriate decision-making process they may refer the decision making process for review by the the ICC. The remit of the ICC in such cases is not to revisit the decision itself but to consider the decision-making process of the ICP. In most cases, the ICC will respond within 28 days from the date on which the ICC has all relevant information but may advise that further time is required when considering complex or long running cases. Should the ICC find that due process has not been followed, then the claim will be returned for a re-evaluation by the ICP, having regard to the guidance of the ICC. Ultimately a determination by the ICP will be final and binding on all parties.

8.2.4 Where an affected person is unsure whether they qualify for such compensation, they may contact the IAS for help and advice in the first instance.

Glossary

Term	Description
A-weighted	The A-weighted sound level, expressed as 'dB(A)', allows for the frequency-dependent characteristics of hearing. Corrections are applied for each octave band, and the resultant values summed, to obtain a single overall level.
beneficiary	An owner or occupier of an eligible building who makes a request, or is made an offer under the <i>Non-statutory off-site mitigation and compensation policy</i> .
construction	The construction works required for the project which fall within the remit of the project <i>Code of Construction Practice</i>
decibel (dB)	Logarithmic ratio used to relate sound pressure level to a standard reference level.
eligible buildings	Dwellings lawfully used by claimants for habitation.
eligible room	A living room or a bedroom having a qualifying door or window in any eligible building.
Equivalent continuous sound pressure level (L_{eq})	Another index for assessment of overall noise exposure is the equivalent continuous sound level (L_{eq}). This is a notional steady level which would over a given period of time, deliver the same sound energy as the actual time carrying sound over the same period. Hence fluctuating levels can be described in terms of a single figure level. The A-weighted (L_{eq}) is denoted as (L_{Aeq}).
façade	The face of a building.
insulation work	Work carried out to insulate an eligible building against noise including adequate ventilation and potentially blinds.
L_{ASmax}	The instantaneous maximum sound level measured on the A weighted scale occurring during an event, measured with the slow 'S' time response
Lowest Observed Adverse Effect	An adverse effect resulting from exposure to levels greater than a Lowest Observed Adverse Effect Level in accordance with the Policy Statement for England and emerging National Planning Practice Guidance
Noise Insulation (Railways and other Guided Systems) Regulations 1996	The inclusion of the criterion to meet the requirements of these regulations provides a recognised framework under which noise insulation would be provided. This ensures that the insulation measures are commensurate with other noise insulation policies for large construction projects within London (eg, Crossrail, East London Line, Channel Tunnel Rail Link). This ensures a minimum standard of performance for any noise insulation work carried out.

qualifying door and qualifying window	Have the meanings assigned to them in Part I of Schedule 1 of the 1996 Regulations.
Significant effect	As defined in the Environmental Statement and reported in the ES Update Report

Glossary

Term	Description
Significant Observed Adverse Effect	A Significant effect resulting from exposure to levels greater than a Significant Observed Adverse Effect Level in accordance with the Policy Statement for England and emerging NPPG. Note that only some significant effects reported in the ES and ES update are at this level
the route	The main tunnel from Acton Storm Tanks to Abbey Mills Pumping Station and the construction works at Beckton Sewage Treatment Works.
the Policy	The <i>Non-statutory off-site mitigation and compensation policy</i> .
the 1996 Regulations	the Noise Insulation (Railways and Other Guided Transport Systems) Regulations 1996
the relevant specifications	The items in Part I of Schedule 1 to the 1996 Regulations, such of the items in Part II of Schedule 1 as may be approved by the policy operator and such of the specifications set out in Part III of Schedule 1 as are applicable in the circumstances of the case or items whose performance is equivalent thereto.
the works	The construction works associated with the project and other works deemed by the policy operator to be within the scope of the Policy.

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Appendix B: Published literature on recommended internal noise levels for developing TAPs for special cases

- B.1.1 BS5228-1: 2009 + A1: 2014 Code of Practice for Control of Noise and Vibration from Construction and Open Sites
- B.1.2 Noise Policy Statement for England, 2010. Defra
- B.1.3 Beta version of National Planning Practice Guidance, 2013, DCLG
- B.1.4 BS8233 (1999) Sound Insulation and Noise Reduction for Buildings. Code of Practice. British Standards Institution.
- B.1.5 Education Funding Agency (2012). Acoustics Performance Standards for the Priority Schools Building Programme. Department for Education. The Stationery Office Limited.
- B.1.6 Stationary Office (2011) Acoustics: Technical Design Manual 4032:0.3. The Stationery Office Limited.
- B.1.7 British Council for Offices (2009). Guide to Specification. The British Council for Offices.

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Appendix C: Houseboat mitigation and compensation policy

1. Introduction

- 1.1.1 The *Houseboat mitigation and compensation policy* is an annex to the *Non-statutory off-site mitigation and compensation policy* which identifies houseboats as 'special cases' for the assessment of compensation claims resulting from noise.
- 1.1.2 Houseboat owners and tenants may be eligible for mitigation or temporary rehousing. This could include one of the following measures; noise mitigation (where practicable), rehousing on land or relocation of houseboats and/or residents. All claims for mitigation or compensation will be assessed on case-by-case basis.
- 1.1.3 Putney Pier houseboats and Nine Elms Pier houseboats have been identified as special cases and as per Section 8 of the *Non-statutory offsite mitigation and compensation policy*, trigger action plans (TAPs) will be prepared.
- 1.1.4 Although the houseboats in 1.1.3 have been identified as special cases, other houseboats may also fall within this category and these will be assessed according to the individual circumstances of each case. Parties who believe they may be eligible can discuss their concerns with the Undertaker directly or contact the IAS.
- 1.1.5 TAPs will be prepared in accordance with the *Non-statutory off-site mitigation and compensation policy* following consultation with the beneficiary and the relevant London Borough.
- 1.1.6 Where qualification for mitigation or compensation is triggered, the Undertaker is responsible for the implementation and funding of the mitigation or compensation.
- 1.1.7 The IAS will provide potential applicants with free and independent advice in respect of the *Houseboat mitigation and compensation policy*.

2 Qualification

- 2.1.1 Mitigation or compensation for houseboat owners and/or residents will be offered to qualifying parties when construction noise from the project works exceeds the trigger levels set out in the Non-statutory off-site mitigation and compensation policy. The trigger values to be applied are those at Section 4 of the Non-statutory off-site mitigation and compensation policy which will then be adjusted to reflect the sound insulation of the lightweight dwellings, mobile homes and houseboats as measured during surveys to prepare the TAP.
- 2.1.2 Other significant impacts from project works, such as dust and light interference, may also trigger compensation.

3 Houseboat mitigation and compensation

- 3.1.1 Three tiers of compensation have been established for assessing the level of mitigation or compensation a houseboat owner or occupier may receive. These tiers apply across all project sites.
- 3.1.2 Each application for mitigation or compensation from a houseboat owner or resident will be assessed on a case-by-case basis, and the level and extent of any mitigation or compensation will depend on the following factors:
- a. whether the houseboat is required to move to accommodate the project works
 - b. the extent and duration of noise, cumulative affect or other impact on the vessel
 - c. the length of licence/security of tenure the houseboat currently enjoys
 - d. the basis on which the houseboat is occupied (ie, owner occupied or tenanted).
- 3.1.3 TAPs will be prepared following consultation with the beneficiary and the relevant London Borough for individual houseboats, or groups of houseboats at Nine Elms Pier and Putney Pier.
- 3.1.4 Each TAP will define noise and vibration trigger values, and the mitigation or compensation package to be implemented in the event that those trigger values were exceeded for predefined periods.
- 3.1.5 See the *Non-statutory off-site mitigation and compensation policy* for further information on TAPs.

3.2 Tier 1 mitigation and compensation: Houseboats requiring relocation

- 3.2.1 Tier 1 will apply to houseboat owners whose vessels need to be moved to accommodate the project works.

- 3.2.2 The project team is aware of vacant moorings and houseboats for sale with mooring rights along the River Thames.
- 3.2.3 Houseboat owners requiring relocation will be offered alternative moorings as close to their present mooring as possible. As the need arises, the Undertaker will proactively purchase rights at alternative locations in order to secure locations to move affected houseboat owners or residents. These would, as a minimum, match the security of tenure they currently enjoy. For owners that rent out their houseboats, the Undertaker will offer compensation for loss of income to the owner, and arrange and pay for their vessel to be stored for the duration of works, subject to agreement with individual owners.
- 3.2.4 Alternatively, houseboat owners may request that they are compensated by prior agreement with the Undertaker and surrender their mooring rights. Compensation payable will be agreed between parties and agreed with the ICP. Recognising issues associated with community and scarcity the undertaker will use reasonable endeavours and work with parties to help achieve the solution desired in each individual case.

3.3 Tier 2 mitigation and compensation: Houseboat owners

- 3.3.1 Tier 2 compensation will apply to houseboat owners whose boats are not required to move for project works but where there may be significant adverse impacts from noise, dust or other cumulative effects caused by project construction activity.

Owner-occupier residents

- 3.3.2 Should limits set out in the *Non-statutory off-site mitigation and compensation policy* be exceeded, owner-occupied houseboats would be offered noise mitigation, where this is practical, or an alternative mooring or houseboat elsewhere. Alternative accommodation on land may also be provided where this is preferred by the owner.
- 3.3.3 The duration of any agreement will be agreed through negotiation with individual owners on a case-by-case basis. This will take into account the length of licence the owner has and the duration and level of any significant adverse noise effect. This will be documented within the TAP.

Houseboat owners with tenants

- 3.3.4 Houseboat owners with tenants that are unable to occupy due to trigger values being exceeded will not be financially disadvantaged. A compensation package will be agreed through negotiation which reflects any loss of income, detailed in Section 8 of the *Non-statutory off-site mitigation and compensation policy*.

Noise insulation

- 3.3.5 Due to the nature and construction of houseboats, they are inherently difficult structures to insulate. However, should a houseboat owner

request it, an assessment of a vessel may be carried out to establish if the installation of noise insulation measures would have mitigate noise from the project worksites.

- 3.3.6 In circumstances where noise mitigation may be practicable, measures, such as secondary glazing or standalone air-conditioning, may be fitted, subject to the constraints of individual houseboat design and agreement with the houseboat owner.

3.4 Tier 3 compensation: Houseboat tenants

- 3.4.1 Tenants of houseboats who are unable to remain in occupation may be offered a mitigation package reflecting their individual circumstances and security of tenure. This may include temporary rehousing on land for a short period. This will be documented within the relevant TAP.

3.5 Post-construction

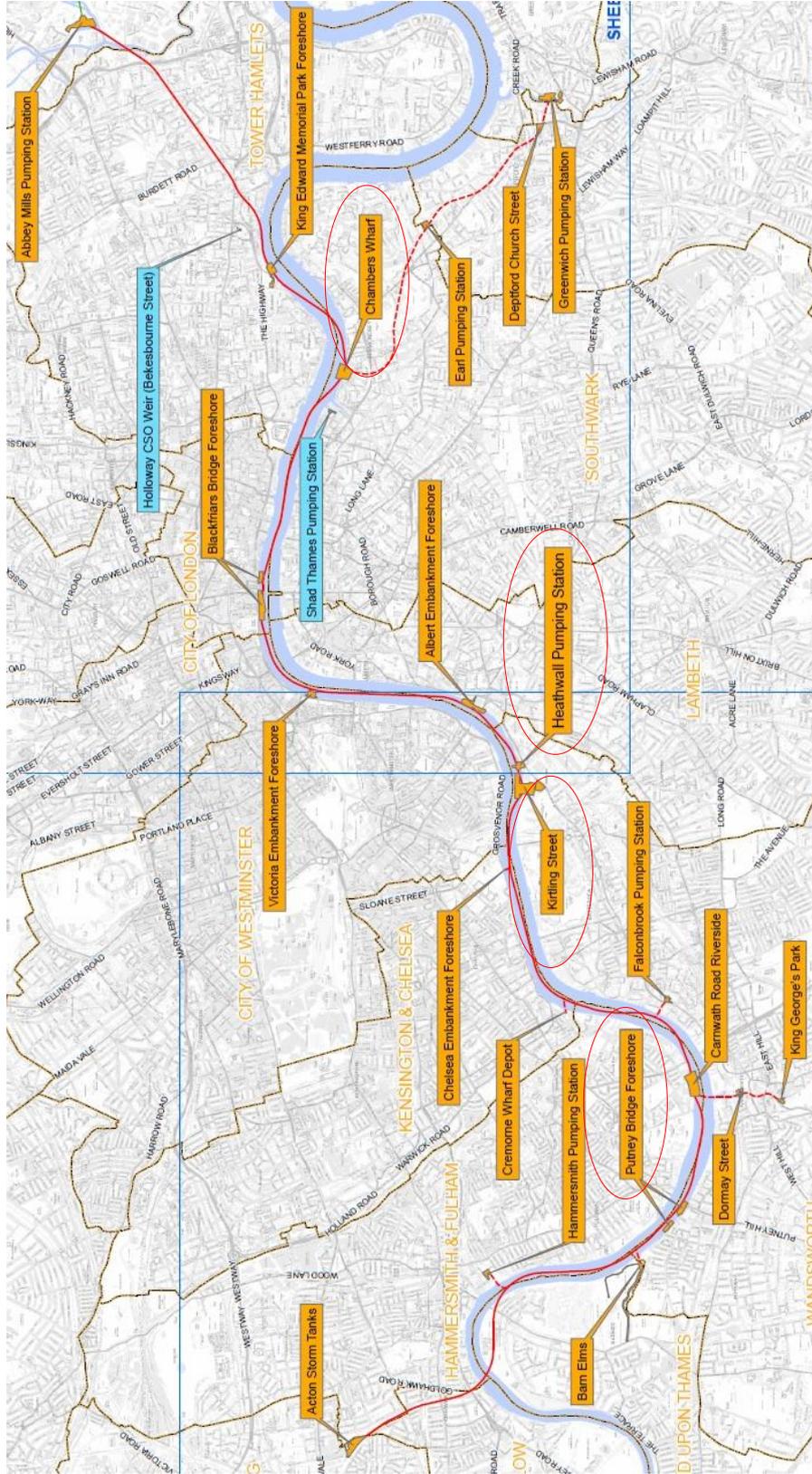
- 3.5.1 The Undertaker will seek to secure the ability of houseboats to return to moorings wherever they have been moved as part of the authorised works by endeavouring to agree with licensors that licences will not be terminated. However it should be noted that the Undertaker is unable to guarantee that houseboats will be able to return to their original mooring as the Undertaker will not have the legal right to grant licences to houseboat owners on third party moorings.
- 3.5.2 The Undertaker will endeavour to ensure that moorings are clear and physically able to be used once construction is complete. In the unlikely event that a mooring becomes physically obstructed as a result of the construction works and it is not possible to rectify this, then the Undertaker will compensate the owner and/or the licensee for losses sustained.
- 3.5.3 Compensation will be assessed on a case by case basis in accordance with the *Houseboat mitigation and compensation policy* and the houseboat owners' pre-existing rights.

4 Site-specific issues

- 4.1.1 There are three work sites where the Undertaker anticipates construction works will, or may, have a significant observed adverse effect on houseboat communities:
 - a. Putney Embankment Foreshore (Section 6)
 - b. Kirtling Street (Section 7)
 - c. Heathwall Pumping Station (Section 7)
- 4.1.2 Should significant adverse effects on houseboats be identified at any other site during the project, parties should contact the IAS in the first instance.
- 4.1.3 At Putney Embankment Foreshore and Kirtling Street, there will be houseboats that need to be moved and others that remain where it has been identified that significant adverse impacts may result from the project construction works.
- 4.1.4 In addition, houseboats in the proximity of Chambers Wharf may experience impacts or cumulative impacts due to noise from the site or other impacts, and as such will be treated as special cases.
- 4.1.5 A map showing the location of the four affected sites can be found in Section 5.

5 Houseboat locations

Figure 5.1 Map of houseboat locations



6 Putney Embankment Foreshore

- 6.1.1 The project works at Putney Embankment Foreshore would be adjacent to Putney Pier and require the relocation of one houseboat.
- 6.1.2 Illustrative construction plans, submitted as part of the application for development consent, have allowed for the relocation of the affected houseboat to moor alongside the other houseboat on the pier. However, this may not be possible due to access issues. An annotated plan can be found in **Figure 6.1**.
- 6.1.3 The houseboat owner may be eligible for relocation to an alternative mooring or other compensation package, subject to individual agreement with the owner, as outlined in Section 3.

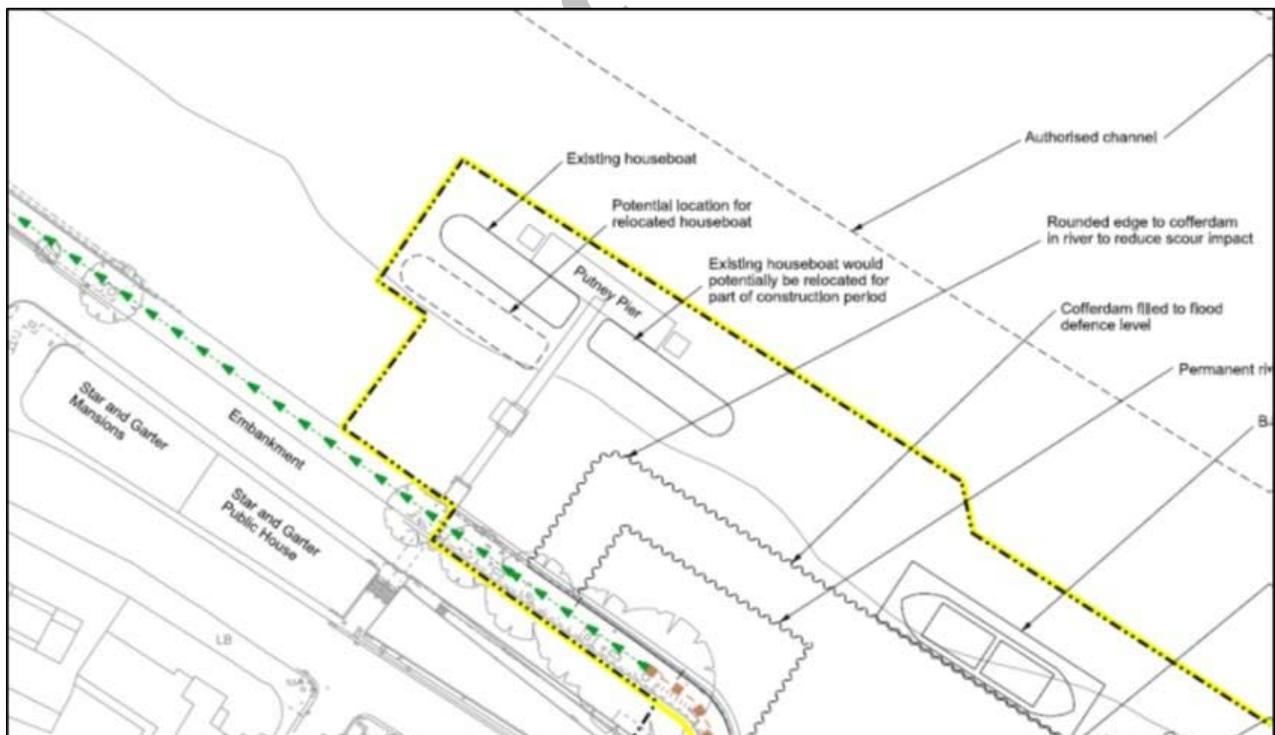


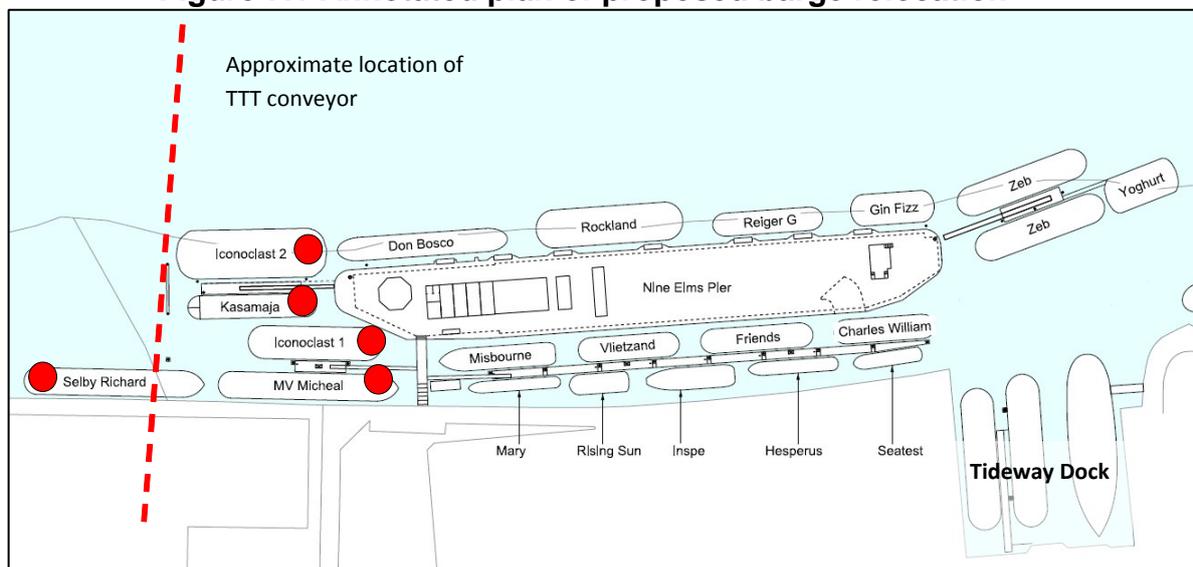
Figure 6.1 Annotated plan of proposed barge relocation

7 Kirtling Street and Heathwall Pumping Station

7.1 Nine Elms Pier

7.1.1 The project works at Kirtling Street would be adjacent to Nine Elms Pier, on which 21 houseboats are moored, five of which would require relocation for the construction of a conveyor to take spoil to the new project jetty. See Figure 7.1 below for an annotated plan of Nine Elms.

Figure 7.1 Annotated plan of proposed barge relocation



● Houseboats that need to be moved for construction of TTT conveyor

- 7.1.2 The pier is owned by Nine Elms Pier Ltd, which has a licence from the Port of London Authority and Crown expiring in 2051. There are six directors of Nine Elms Pier Ltd who own eight of the houseboats on the pier; their houseboats have a recognisable legal interest in the pier, expiring at the same time as the Crown/Port of London Authority licence in 2051. Other houseboats on the pier have three-month rolling licences.
- 7.1.3 The five houseboats that require relocation for the construction of a new project conveyor will, subject to individual agreement, be offered compensation in accordance with the tiers of compensation outlined in Section 3 above.
- 7.1.4 Houseboats remaining on Nine Elms Pier that do not require relocation for the project works may also be eligible for compensation should noise breach thresholds set out in the *Non-statutory off-site mitigation and compensation policy*. Other significant adverse impacts may also result in

compensation being offered to houseboat owners and/or residents, subject to individual circumstances.

7.2 Tideway Dock

- 7.2.1 Tideway Dock is located in between the project construction sites at Kirtling Street and Heathwall Pumping Station.
- 7.2.2 There are three vessels moored in the dock which, between them, house circa 100 residents.
- 7.2.3 It is anticipated that the vessels in the dock would not be significantly affected by noise from the project works at Kirtling Street. The vessels are moored in an inset in the river wall, as shown in Figure 6.1.

8 Chambers Wharf

- 8.1.1 Chambers Wharf is located on the southern bank of the River Thames, circa 750m east of Tower Bridge. There are two houseboat communities:
 - a. Hermitage Community Moorings is located approximately 200m north of Chambers Wharf on the opposite bank of the River Thames and provides berths for 20 vessels.
 - b. Downings Road Moorings is located circa 80m upstream of the Chambers Wharf site and provides berths for 43 vessels.

References

ⁱ British Standards Institution, *BS 5228 Code of Practice for Noise and Vibration Control on Open Construction Sites*, British Standards Institution (2009).