Non-statutory Off-site Mitigation and Compensation Policy

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Non-statutory off-site mitigation and compensation policy

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Thames Tideway Tunnel

Non-statutory off-site mitigation and compensation policy

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Abbreviations

CoCP    Code of Construction Practice
ICP     Independent Compensation Panel
IAS     Independent Advisory service
TAP     trigger action plan
1 Introduction

1.1.1 Thames Water recognises that those who live or work close to the proposed Thames Tideway Tunnel project (the ‘project’) construction sites could be affected by the work. In the first instance, Thames Water will minimise the adverse impacts from construction at the source as far as reasonably practicable by means of on-site mitigation as required by the project’s Code of Construction Practice (CoCP).

1.1.2 For the purposes of this document, the ‘Undertaker’ means Thames Water Utilities Limited and any successors and statutory assignees.

1.1.3 In some instances, however, having exhausted mitigation on site it may not be possible to avoid significant impacts; therefore Thames Water has developed this non-statutory off-site mitigation and compensation policy under which the Undertaker will prepare and where accepted by the beneficiary, implement mitigation for such situations.

1.1.4 This policy covers those affected by the construction of the project due to the following:
   a. noise
   b. vibration
   c. dust
   d. light interference
   e. other impacts of the works unique to the individual making the claim.

1.1.5 The Non statutory off-site mitigation and compensation policy (the ‘Policy’) brings together the following existing policies:
   a. Noise insulation and temporary rehousing policy
   b. Non-statutory mitigation compensation procedure
   c. Non-statutory disturbance compensation procedure.

1.1.6 Those who may qualify may include:
   a. owner occupiers
   b. residential tenants
   c. independent residential landlords
   d. small 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 0)
   f. special case people 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.

1.1.7 The Undertaker has already identified a number of properties predicted to experience significant effects due to the construction works. These are set
out in the *Environmental Statement*\(^1\) which supports the application for development consent. Details of the properties can be found in Appendix A of this document.

1.1.8 Through engagement with stakeholders and public consultation, the Undertaker has also identified other properties that, although not predicted to experience ‘significant effects’, are in close proximity to sites or access routes and are considered to be special cases.

1.1.9 This Policy introduces trigger action plans (TAPs), which are detailed in Section 3. These plans shall define noise and/or vibration trigger values and define the planned mitigation package to be implemented when it is known that the trigger values will be exceeded. The TAPs will be individually produced and capture a set of agreed actions that address the particular concerns of property owners involved in each case.

1.1.10 The assessment and control of potential impacts arising from dust, light or other works are addressed in the *CoCP* and shall not be covered in the TAPs.

1.1.11 For properties already listed in Appendix A, 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 and (where accepted) agree and implement appropriate mitigation or compensation measures through a TAP.

1.1.12 The Undertaker shall use reasonable endeavours to obtain all relevant consents required to undertake the works defined in the TAPs. Consents will include, but not be limited to:

   a. planning permissions
   b. listed building consents
   c. consent from the landowner
   d. consent from the landlord.

1.1.13 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 be implemented 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 the mitigation or compensation measures is refused or unreasonably delayed by the owner or occupier
   b. the owner or occupier of the property which qualifies for mitigation or compensation measures confirms in writing to the Undertaker that they do not wish those measures to be implemented

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\(^1\) ‘*Environmental Statement*’ means the Environmental Statement for the Development [or other term if defined in the CoCP Glossary] (January 2013) together with the *Errata to the Environmental Statement* ([date]), and the *Environmental Statement Update Report* (February 2014), all submitted by Thames Water Utilities Limited to supports its application for development consent.
c. any necessary consents required to complete works are not forthcoming and as a result temporary rehousing is offered and refused

d. 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 this Policy.

1.1.14 All finalised TAPs shall be shared with the Independent Advisory Service (IAS) and act as a precedent on which further TAPs can be agreed.

1.1.15 This Policy is in place for all those who think they may experience impacts from the construction works. While the Undertaker will actively engage those individuals identified within Appendix A, it will also actively promote this Policy in the lead up to commencement of construction.

1.1.16 The Undertaker will continue to identify, and respond to requests to be treated as, special cases and therefore prepare TAPs with owners and other key stakeholders as necessary.

1.1.17 Individuals who believe they may have a claim may discuss their concerns with the Undertaker directly or via the IAS so that any measures can be implemented in advance of the construction activity.

1.1.18 Despite all proactive engagement before construction commences, there will be circumstances in which individuals come forward once works have begun. This Policy will remain applicable throughout construction.

1.1.19 With or without mitigation measures in place, the Undertaker recognises that 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 0).

1.1.20 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 this Policy. Individuals are encouraged to contact this service to discuss their particular cases on 0800 0721 086 or info@tidewayias.co.uk.

1.1.21 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 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.

1.1.22 Where claimants 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.

1.1.23 This Policy is outside the statutory regime for compensation and is entered into voluntarily by the Undertaker. However, it shall be secured either by a legal agreement with the relevant London borough (where the Undertaker has no legal interest in land) or via an agreement known as a Section 106 unilateral undertaking. Both agreements are legally binding and therefore enforceable.
1.1.24 A Section 106 agreement binds the Undertaker and any successors as owners of the land on or under which the authorised project will be constructed and any person to whom powers are transferred under Article 9 of the Development Consent Order.

1.1.25 Examples of what may be offered under this 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 loss of business profits

   iii. temporary reduction in 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.

1.1.26 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 and having sought to reasonably mitigate any loss or damage.

1.2 Fees

1.2.1 The Undertaker recognises the potential for claimants to incur costs to pursue a claim under this 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.

1.2.2 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.

1.2.3 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 this 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 role of the ICP. Staff at the IAS will be familiar with the Book of Reference and the application documents, including later submissions. 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 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.

2.3 Independent Compensation Panel (ICP)

2.3.1 The ICP shall be established by the Undertaker and consist of an independent chairperson with experience in the field of compensation and valuation and two additional members. These members will have expertise in the field of the claim and 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
2 Independent advice and support

c. Building surveying
d. Quantity surveying
e. Chartered engineering with experience of 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.

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 this Policy, the Settlement
Information Paper and the Exceptional hardship procedure
b. ensuring that the mitigation avoids significant observed adverse
effects\(^2\), and where provided for that purpose then minimises adverse
effects on the same receptor as far as reasonably practicable.\(^3\)
c. ensuring that the mitigation provided is of good design quality
d. 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
e. determining any claims or disputes arising out of all policies; the
decision of the ICP will be final and binding on the Undertaker
f. 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.

2.3.4 The ICP shall be independent from the Undertaker and will run throughout
construction. 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.

2.3.5 The Undertaker shall publish details of the ICP and periodically advise
local residents and small business owners about its availability through a
newsletter.

2.3.6 Any dispute or request for a decision must be made in writing to the ICP,
including full details, by either the Undertaker or the affected party. The
panel will consider such requests within five 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.

\(^2\) A significant effect identified using the assessment methodology defined in the Environmental
Statement where the forecast noise levels exceed 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)

\(^3\) The performance 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.
2.4 Independent Complaints Commissioner (ICC)

2.4.1 The Undertaker shall appoint an Independent Complaints Commissioner, whose role will be to ensure that the correct process has been followed where a claimant is not satisfied with the response of the ICP. In such circumstances, a claimant can raise the matter formally with 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 resubmitted to 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 consent but significant observed adverse noise effects remain, then off-site mitigation and compensation measures will be developed and offered to landowners and occupiers. Any off-site mitigation measures will be formalised through a TAP agreed between the Undertaker and occupier and/or owner.

3.1.3 A TAP shall be prepared for potentially significantly affected properties identified in the Environmental Statement or special cases (Section 8). Appendix A provides a schedule of TAPs to be prepared. 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, exceeded. 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 are not required for other receptors. This is because the CoCP requires environmental effects from the contractor’s detailed proposals and works to be no worse than those reported in the Environmental Statement. Property not identified as being subject to a significant effect in the Environmental Statement (as amended) cannot therefore later become significantly affected; therefore no TAP is required. TAPs are also being prepared for special cases.

3.1.5 TAPs shall be prepared for the properties defined by the Undertaker and detailed in Appendix A, including:

a. properties identified in the Environmental Statement as being potentially significantly affected for certain periods of time

b. ‘special cases’ immediately around the sites (such as schools, places of worship, houseboats or sheltered accommodation

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4 Under Section 61 of the Control of Pollution Act 1974
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 See Section 2 of the CoCP Part A
7 ‘Environmental Statement’ means the Environmental Statement, together with any errata to the Environmental Statement, and the Environmental Statement Update Report (February 2014), all submitted by Thames Water Utilities Limited to supports its application for development consent.
3 Trigger action plan (TAP)

c. 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.

3.1.6 Each TAP shall comprise:

a. introduction (to receptor and the project)
b. trigger values for noise and/or vibration, where applicable
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. corrective actions in the unforeseen event that measured noise or vibration were to exceed trigger values without required off-site mitigation being in place.\(^8\)

3.1.7 Mitigation shall be specific to each receptor and consider options such as:

a. temporary or permanent noise barriers outside the limits of land to be acquired or used for the project (eg, at the property boundary or on adjacent council land, subject to relevant permissions such as the acryllic barriers noted in the CoCP at Carnwath Road and Chambers Wharf)
b. modifications to balcony balustrades/parapets to provide local noise barriers to protect outdoor balcony areas as well as windows and hence 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 regulations.\(^9\)
d. temporary rehousing as an option of last resort.

3.1.8 The TAP shall be prepared by the Undertaker through engagement and 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.

3.1.9 Any dispute between parties shall be referred to the ICP for resolution. The ICP’s decision shall be final and binding on the Undertaker.

3.1.10 For residential property, the trigger values are defined in Section 4.

3.1.11 For special cases (Section 9), 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

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\(^8\) 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. 1.1.15).

\(^9\) Noise insulation (railways and other guided systems) regulations 1996
3.1.12 The TAP shall identify all necessary permissions and consents required to implement the mitigation. The Undertaker will seek to secure all such permissions and consents before the TAP is finalised.

3.1.13 The TAP will also set out the Undertaker’s maintenance and repair obligations.

3.1.14 The TAP shall be implemented by the Undertaker and the contractor. The contractor 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 it is not reasonably practicable to reduce predicted noise or vibration below the trigger values, 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 will exceed the trigger values\(^\text{11}\). This is subject to the caveats listed in para. 1.1.143.

3.1.15 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.

### 3.2 Steps for developing and implementing TAPs

3.2.1 The Undertaker shall follow the below steps when developing TAPs:

a. The Undertaker shall notify in writing the owners and/or occupiers of the identified that a TAP is to be prepared for their property and

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\(^{10}\) 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.

\(^{11}\) 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.
request relevant information as set out in Section 6, Noise insulation (residential property).

b. The Undertaker shall then contact owners and occupiers to arrange surveys to confirm whether noise insulation or other off-site mitigation is required and practicable. This will determine any required noise insulation package to be offered and the necessary consents and works required to install the package.

c. The Undertaker shall then engage with the owners, occupiers and relevant local authorities in drafting the TAPs, which will include all necessary third-party approvals and consents to install the proposed insulation package. 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.

d. The Undertaker shall confirm the noise and, as necessary, vibration values that will trigger the provision of noise insulation or other off-site mitigation.

e. The Undertaker shall make a formal offer of the mitigation package within the TAP to the affected party. Owners and occupiers will be requested to accept the offer in writing and agree to the installation of the package if the need for it is triggered. In the event that agreement cannot be reached, then the TAP shall be submitted to the ICP for approval or any modifications.

f. Any agreed TAP shall go to the ICP for ratification.

g. 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. This may result in a requirement to obtain Section 61 consent for works which are not to commence for a significant period (six months or more) in order to install noise insulation, or other mitigation, before commencing the works that result in the need for noise insulation. The programme for implementing the mitigation or rehousing will be set out and agreed in the TAP.

h. The works shall be monitored throughout to ensure compliance with all commitments, consents and TAPs.

i. 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.
j. Where a property is subject to combined noise and/or vibration impacts, the mitigation response is set out in Section 4.
4 Qualification (residential property)

4.1 Noise

4.1.1 Different noise trigger values will be set in each TAP according to the time of day and the day of the week. The values applicable to properties subject to significant observed adverse effects (see Appendix A) are defined in the CoCP in line with previous major London infrastructure projects (see Error! Reference source not found. below).

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

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

4.1.2 The trigger values shown in Error! Reference source not found. 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:

a. the ambient noise level shall be used as the construction noise level required to trigger insulation, and

b. the ambient noise level +10dB shall be used as the temporary rehousing trigger value.

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 5.1.8 are not exceeded.
4.1.3 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 5228\(^1\) (as updated in 2014).

4.1.4 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.

4.1.5 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:

a. 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

b. 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’)

c. If grants for noise insulation works in accordance with the Land Compensation Act 1973 have already been paid.

4.1.6 Temporary rehousing (or the reasonable costs thereof) will be offered to legal occupiers, if both of the following apply to a dwelling:

a. 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

b. If grants for noise insulation works in accordance with the Land Compensation Act 1973 have already been paid.

4.2 Vibration and combined effects

4.2.1 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 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 effect based on the methodology defined in the Environmental Statement.

4.2.2 As a protective contingency, vibration trigger values above which occupants would be exposed to a significant observed adverse effect shall
be defined (as required) in the relevant TAP\textsuperscript{13}. This is for receptors close to cofferdam construction.

4.2.3 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).

4.2.4 The facility to provide temporary respite accommodation will be arranged in advance of works that can generate significant levels of 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 vibration disruption during the activity, or combined effects of noise and vibration\textsuperscript{14}, 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.

4.2.5 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 groundbourne vibration and noise inside properties. For noise, exceeding the relevant SOAEL is used as the basis for triggering the provision of noise insulation measures. However, there are no equivalent insulation measures to reduce vibration levels entering buildings. The Undertaker therefore proposes to mitigate groundbourne noise and vibration exceeding the relevant SOAEL by providing temporary respite measures.

4.2.6 Based on information published by High Speed 2 Ltd, the following groundbourne vibration and noise levels are considered to be SOAELs. They are set at the centre of any floor inside the property (highest vibration) and are defined below:

a. Daytime (7am to 11pm): a vibration dose value (VDV\textsubscript{b}) of 0.8m/s\textsuperscript{1.75}
b. Night-time (11pm to 7am): a vibration dose value (VDV\textsubscript{b}) of 0.4m/s\textsuperscript{1.75}.

4.2.7 For groundborne noise, the SOAEL is set near, but not at, the centre of any room in a property and is defined as 45 dB L\textsubscript{PASmax}.

4.2.8 In accordance with TAPs, temporary respite will be triggered if the predicted or measured vibration exceeds the trigger levels in the property for a duration of more than one day.


\textsuperscript{14} For example: Airborne noise and groundborne vibration, airborne noise and groundborne noise, or airborne noise and waterborne noise (for houseboats).
5 Noise insulation (residential property)

5.1 Noise insulation 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 this Policy. Where these regulations do not apply, e.g., cases under Section 7 of this 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 an owner/occupier that it has identified that it is appropriate to prepare a TAP for their property. The Undertaker will ensure that the individual or groups of individuals have the opportunity to discuss the implications of this directly, provide details of the IAS and explain the role of the ICP.

5.1.3 The Undertaker shall then make arrangements for specialists to carry out a 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. As set out in Appendix B, the survey may include acoustic measurements.

5.1.4 Reasonable access must be granted to the Undertaker to complete the survey(s). The Undertaker shall be responsible for ensuring all necessary consents for such access are obtained. 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.

5.1.5 Once the survey(s) are complete, the Undertaker shall confirm specific details of the insulation package and identify any additional mitigation measures to be installed under this Policy and any associated work. 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. The Undertaker shall be responsible for obtaining all the necessary third-party consents for this work to be undertaken.

5.1.6 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.

5.1.7 The TAP will be formally offered to the claimant in writing for acceptance. Any acceptance of a formal offer under this Policy must be made in writing 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
5 Noise insulation (residential property)

measures are put in place prior to the commencement of the construction activity that leads to the need for that mitigation.

5.1.8 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, as set out in the Section 106 agreement.

5.1.9 Where, due to the nature or type of building, noise insulation cannot reasonably be installed, affected properties shall qualify under the temporary rehousing section of this Policy (Section 6).

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 may 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 this
Policy and, in such a circumstance, this shall not prohibit the contractor commencing the 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 this 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 this Policy.

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 this Policy or to pay for the running costs, which will be minimal for mechanical ventilation units, shall be defined in the relevant TAP.

5.3.2 Nothing in this Policy constitutes an agreement, undertaking or power of the Undertaker to carry out work or make a grant in respect of carrying out 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

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 claimants potentially entitled to temporary rehousing under the terms of this Policy as part of preparing a TAP for their property. The claimant 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 claimant 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 claimant 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 claimant
   ii. Provision of information and guidance to enable the claimant to identify and secure temporary alternative accommodation.

6.1.3 In order to assist the claimant in this regard, the Undertaker shall include a temporary rehousing proforma with the notification letter, asking the claimant 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 claimant (based on the existing accommodation) and seek to formally agree and document these in order to assist in finding suitable temporary rehousing. Should this not be agreed between then 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 claimant, the Undertaker shall confirm in writing the claimants’ 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 Claimants 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 claimant’s requirements following an assessment thereof):

a. Identifying and arranging temporary alternative accommodation (based on the assessment of the claimant’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 claimants and payment of associated costs.

6.3 Information and guidance for arranging temporary alternative accommodation

6.3.1 Claimants 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 (e.g., deposits to secure temporary alternative accommodation) may be agreed and paid as soon as reasonably practicable.

6.3.2 Claimants 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 claimant must provide the following details in the request:

a. The name and address of the claimant 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 claimant 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 claimant 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 claimant.

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 claimant 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 claimant in the prescribed form (see Section 6.2). The ICP will notify the claimant in writing of its decision, which is final.

6.4.2 Reasonable expenses incurred by the claimant in respect of temporary alternative accommodation for the claimant 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 claimant to move back to the property.
on completion of the works. The transition period shall be based on individual circumstances but not less that 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 this 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 separate compensation policy has been adopted for houseboats to address the various tiers of compensation available (see Appendix C).

7.2 Residential special cases

7.2.1 The Undertaker shall consider the individual circumstances of each claimant, having regard to the vulnerability of any affected persons residing or using eligible properties and owners or occupiers who may have special circumstances (specifically night workers, those who work from home, those who are housebound and those with a medical condition that may be seriously aggravated by construction noise). 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 this 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.

7.3 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 small 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 occupants. Where agreement cannot be reached, the ICP shall determine the outcome.

7.3.3 The ICP shall apply any relevant government policy to special cases. A schedule of examples can be found at Appendix B.

7.4 Others

7.4.1 Other individuals 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 circumstances, any mitigation or compensation measures will be provided at the absolute discretion of the Undertaker. Any dispute or appeal shall be directed to the Independent Complaints Commissioner.
8 Damage or loss

8.1 Compensation for damage or loss

8.1.1 Where possible, the Undertaker shall put in place on-site 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 claimant 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 claimants 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 affected party 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 activities
   b. is able to set out how they are affected by the activity and any personal factors which may influence the impact of those activities
   c. is able to demonstrate they have a legal interest in the property that is the subject of the claim
   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. Ultimately, a determination by the ICC will be final and binding.

8.2.4 Where an affected person is unsure whether they qualify for such compensation, they should contact the IAS for help and advice.
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<table>
<thead>
<tr>
<th>Term</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-weighted</td>
<td>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.</td>
</tr>
<tr>
<td>claimant</td>
<td>An owner or occupier of an eligible building who makes a request, or is made an offer under the Non-statutory off-site mitigation and compensation policy.</td>
</tr>
<tr>
<td>construction</td>
<td>The construction works required for the project which fall within the remit of the project Code of Construction Practice</td>
</tr>
<tr>
<td>decibel (dB)</td>
<td>Logarithmic ratio used to relate sound pressure level to a standard reference level.</td>
</tr>
<tr>
<td>eligible buildings</td>
<td>Dwellings lawfully used by claimants for habitation.</td>
</tr>
<tr>
<td>eligible room</td>
<td>A living room or a bedroom having a qualifying door or window in any eligible building.</td>
</tr>
<tr>
<td>equivalent continuous sound pressure level ($L_{eq}$)</td>
<td>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-varying 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 $L_{Aeq}$.</td>
</tr>
<tr>
<td>façade</td>
<td>The face of a building.</td>
</tr>
<tr>
<td>insulation work</td>
<td>Work carried out to insulate an eligible building against noise including adequate ventilation and potentially blinds.</td>
</tr>
<tr>
<td>Noise Insulation (Railways and other Guided Systems) Regulations 1996</td>
<td>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.</td>
</tr>
<tr>
<td>qualifying door and qualifying window</td>
<td>Have the meanings assigned to them in Part I of Schedule 1 of the 1996 Regulations.</td>
</tr>
<tr>
<td>the route</td>
<td>The main tunnel from Acton Storm Tanks to Abbey Mills Pumping Station and the construction works at Beckton Sewage Treatment Works.</td>
</tr>
<tr>
<td>the Policy</td>
<td>The Non-statutory off-site mitigation and compensation policy.</td>
</tr>
<tr>
<td>the 1996 Regulations</td>
<td>the Noise Insulation (Railways and Other Guided Transport Systems) Regulations 1996</td>
</tr>
<tr>
<td>the relevant specifications</td>
<td>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.</td>
</tr>
<tr>
<td>Term</td>
<td>Description</td>
</tr>
<tr>
<td>------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>of Schedule 1 as are applicable in the circumstances of the case or items whose performance is equivalent thereto.</td>
<td></td>
</tr>
<tr>
<td>the works</td>
<td>The construction works associated with the project and other works deemed by the policy operator to be within the scope of the Policy.</td>
</tr>
</tbody>
</table>
Appendix A: Schedule of trigger action plans

A.1.1 The following list of trigger action plans is not yet complete.

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<tr>
<th>Site</th>
<th>Trigger action plans</th>
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<tr>
<td>Hammersmith Pumping Station</td>
<td>Residential: Fulham Reach (Phase 2 Block B (north east facing facade overlooking the site), Phase 3 Block F (north east and north west facing facades)) Special cases: -</td>
</tr>
<tr>
<td>Barn Elms</td>
<td>Residential: Lancaster House (north facing facade, which overlooks the site) Special cases: -</td>
</tr>
<tr>
<td>Putney Embankment Foreshore</td>
<td>Residential: Ruvigny Gardens (properties with facades which overlook Embankment), Star and Garter mansion and public house (facade facing onto Embankment) Special cases: Putney Pier Houseboats (both)</td>
</tr>
<tr>
<td>Falconbrook Pumping Station</td>
<td>Residential: - Special cases: Adventure playground (facades facing onto site); Library (facades facing onto site)</td>
</tr>
<tr>
<td>Carnwath Road Riverside</td>
<td>Residential: 5 Carnwath Road (facade facing the river) Special cases: 89-101 Carnwath Road (facade facing the river)</td>
</tr>
<tr>
<td>Cremorne Wharf Depot</td>
<td>Residential: Lots Road power station development mid rise block (north east facing facade, overlooking the site) and high rise tower (north facing facade) Special cases: -</td>
</tr>
<tr>
<td>Kirtling Street</td>
<td>Residential: Riverlight Blocks A, B, C (west facing facades which overlook the site); Battersea power station development Blocks PS and RS4 (facades overlooking the site) Special cases: Nine Elms Pier Houseboats (all)</td>
</tr>
<tr>
<td>Heathwall Pumping Station</td>
<td>Residential: Riverlight Block F (east facing facade) Special cases: Nine Elms Pier Houseboats (all)</td>
</tr>
<tr>
<td>Albert Embankment Foreshore</td>
<td>Residential: 1-146 Bridge House (vibration effects only) Special cases: Camelford House (northwest facing facade, and sections of north east facing facade which have overview of site. See Figure 1 below for indicative extent), Vauxhall Cross (vibration effects only), Tintagel House (facade facing site)</td>
</tr>
<tr>
<td>Victoria Embankment Foreshore</td>
<td>Residential: - Special cases: The Hispaniola; Tattershall Castle</td>
</tr>
<tr>
<td>Site</td>
<td>Trigger action plans</td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td><strong>Blackfriars Embankment Foreshore</strong></td>
<td>Residential: -</td>
</tr>
<tr>
<td></td>
<td>Special cases: City of London Boys School (facade facing the river), HMS President</td>
</tr>
<tr>
<td><strong>Chambers Wharf</strong></td>
<td>Residential: Luna House (facades facing river and site), Axis Court (facade facing site); 8-14 Fountains Green Court (facade facing river and site)</td>
</tr>
<tr>
<td></td>
<td>Special cases: Riverside School (west facing facade)</td>
</tr>
<tr>
<td><strong>Shad Thames Pumping Station</strong></td>
<td>Residential: Tamarind Court (façade facing Maguire Street); Coriander Court (Maguire Street and Gainsford Street facades)</td>
</tr>
<tr>
<td></td>
<td>Special cases: Clove Building (façade facing Maguire Street)</td>
</tr>
<tr>
<td><strong>King Edward Memorial Park</strong></td>
<td>Residential: Free Trade Wharf South (extent to be confirmed following site visit, facades overlooking the site. See Figure 2 below for indicative extent)</td>
</tr>
<tr>
<td></td>
<td>Special cases: Pier Head Prep School (north facing facade)</td>
</tr>
<tr>
<td><strong>Deptford Church Street</strong></td>
<td>Residential: -</td>
</tr>
<tr>
<td></td>
<td>Special cases: St Paul’s Church (south facing facade); St Joseph’s Catholic School (north-east facing facades)</td>
</tr>
</tbody>
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Appendices

Figure A.1 Camelford House

Figure A.2 Free Trade Wharf, TAP indicative extent of consideration
Appendix B: Published literature on recommended internal noise levels for developing TAPs for special cases


Appendix C: Houseboat mitigation and compensation policy

Thames Tideway Tunnel

Houseboat mitigation and compensation policy

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Appendix C: Houseboat mitigation and compensation policy

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1 Introduction

1.1.1 The Houseboat mitigation and compensation policy (HMCP) 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 compensation will be assessed on case-by-case basis.

1.1.3 As detailed in the Non-statutory off-site mitigation and compensation policy, Thames Water Utilities Limited (the ‘Undertaker’) has already identified a number of properties predicted to experience significant effects due to construction works. This can be found in Appendix A. In relation to houseboats, Putney Pier houseboats and Nine Elms Pier houseboats have been identified as special cases and as per Section 8 of the Non-statutory off-site 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 fall within this category, as detailed in Section 8 of the Non-statutory off-site mitigation and compensation policy, and these will be assessed on the individual circumstances of each case. Individuals who believe they may have a claim can discuss their concerns with the Undertaker directly or via the Independent Advisory Service (IAS).

1.1.5 TAPs will be prepared following consultation with the beneficiary and the relevant London borough for individual houseboats, or groups of houseboats.

1.1.6 Where qualification for mitigation or compensation is triggered, the Undertaker is responsible for the implementation and funding of the plan.

1.1.7 In order to ensure that the Undertaker remains impartial in all matters relating to compensation, two bodies have been introduced: The IAS and the Independent Compensation Panel (ICP).

1.1.8 The IAS will provide potential claimants with free and independent advice in respect of the Non-statutory off-site mitigation and compensation policy and the settlement information paper, subsoil and exceptional hardship policies.

1.1.9 The ICP will supervise the implementation of the non-statutory compensation policies to ensure they are effective and accessible, and to recommend any changes it sees fit. It will also resolve any disputes arising between Thames Water and a claimant. Ultimately a determination by the Independent Complaints Commissioner will be final and binding. See the Non-statutory off-site mitigation and compensation policy for further details on the IAS, ICP and Independent Complaints Commissioner.
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*.

2.1.2 Other impacts from project works, such as dust, may also trigger compensation. See [Error! Reference source not found.](#) below for a summary of this process.

*Figure 2.1 Summary of the qualification process*

- Measured or predicted construction noise level, or other impact from Thames Tideway Tunnel project construction works
  - Does not exceed noise insulation or temporary rehousing trigger level, or other impact is not excessive in nature
    - Houseboat not eligible for compensation
  - Exceeds noise insulation trigger level
    - Houseboat may be eligible for noise insulation if an assessment establishes it would be beneficial, subject to meeting the conditions set out in the *Noise insulation and temporary rehousing policy*
  - Exceeds temporary rehousing trigger level or noise insulation is not possible, or other adverse impacts result in the houseboat becoming uninhabitable
    - Houseboat/resident may be eligible for relocation and/or be offered temporary rehousing on land, subject to the tiers of compensation outlined below in Section 4
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 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 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 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. As the need arises, Thames Water will proactively purchase rights at alternative locations in order to secure locations to move affected houseboat owners or residents.

3.2.3 Houseboat owners requiring relocation will be offered alternative moorings as close to their present mooring as possible. The Undertaker will proactively purchase rights at alternative 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, 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.
3.2.5 Thames Water does not have any rights at Nine Elms Pier or Putney Embankment Foreshore, and therefore is unable to offer an absolute guarantee to displaced vessels that they would be able to return to their original moorings.

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 may be adversely affected by noise, dust or other excessive impacts 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 practicable, 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 noise impact. 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 9 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 a significant effect in mitigating 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.
4 Site-specific issues

4.1.1 There are three sites at which Thames Water anticipates construction works will, or may, have an impact on houseboats. Specific issues have been identified at each site and are addressed further in the appendices. The three sites are:

a. Putney Embankment Foreshore (Section 6)
b. Kirtling Street and Heathwall Pumping Station (Section 7)
c. Chambers Wharf (Section 8).

4.1.2 Should potential impacts on houseboats be identified at any other site during the project, applications for compensation will be considered on a case-by-case basis, in accordance with the HMCP.

4.1.3 At Putney Embankment Foreshore and Kirtling Street, houseboats could be impacted by project construction works. Houseboats in the proximity of Chambers Wharf may be affected by noise from the site or other impacts, such as wash from passing barges. A map showing the location of the three affected sites can be found in Section 5.
5 Houseboat locations

Figure 5.1 Map of houseboat locations
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 below in Figure 6.1.

6.1.3 The houseboat owner may be eligible for compensation in relocation to alternative mooring or other compensation package, subject to individual agreement with the owner, as outlined in Section 4 above.

**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**

[Diagram showing houseboats and conveyor]

- 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 4** 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 potential 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 above.
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 which may be impacted by project construction activity at the double drive site.

8.1.2 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.

8.1.3 Downings Road Moorings is located circa 80m upstream of the Chambers Wharf site and provides berths for 43 vessels.
References

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