

DATED

4 February

2018/9.

---

**UNILATERAL UNDERTAKING BY DEED**

---

given by

**WEST MIDLANDS COMBINED AUTHORITY**

To

**MOTOR FUEL GROUP LIMITED**

To deal with the objection originally raised by Malthouse Group of Companies & MRH (GB) Limited and now the new Owners Motor Fuel Group Limited (reference OBJ/15) in connection with the proposed Midland Metro (Wednesbury to Brierley Hill Land Acquisition) Order which would confer powers of compulsory acquisition on the West Midlands Combined Authority for the works authorised by the 2005 Order being the extension of the Midland Metro from a junction with existing Metro Line 1 in Wednesbury in the Metropolitan Borough of Sandwell to Brierley Hill in the Metropolitan Borough of Dudley.

**THE DEED IS A OBLIGATION BY UNILATERAL UNDERTAKING** and is made the

*4<sup>th</sup>* day of *February* 2018<sup>9</sup>  
and is given by

(1) **WEST MIDLANDS COMBINED AUTHORITY** of 16 Summer Lane Birmingham B19  
3SD ("WMCA")

to

(2) **MOTOR FUEL GROUP LIMITED** of Gladstone Place 36-38 Upper Marlborough  
Road St Albans, Hertfordshire AL1 3UU (the "Objector")

WHEREAS

- (A) On 12 December 2017 WMCA made an application to the Department for Transport under section 6 of the Transport and Works Act 1992 for the Order in respect of the Metro Scheme.
- (B) The Objector has an interest in the Merry Hill Service Station near the Merry Hill Shopping Centre Dudley (the "Property") and the Objector believes they will be negatively impacted by the Metro Scheme.
- (C) The New Order would confer powers on the WMCA to exercise powers either for temporary use and/or permanent acquisition within the Waterfront and the Merry Hill area which the Objector feels may impact their Property.
- (D) On 30 January 2018 the Objector submitted an Objection to the Secretary of State for Transport in respect of the Transport and Works Act Order application for the New Order. The provisions of this Deed are to deal with the concerns raised by the Objector in their Objection.

**NOW THIS DEED WITNESSES** as follows:-

1. **THE DEED**

- 1.1 On the basis that the New Order is made the provisions of this Deed shall be binding on the WMCA.

2. **INTERPRETATION**

- 2.1 In this Deed in addition to the terms hereinbefore referred to the following words and expressions shall where the context so requires or admits have the following meanings:-

“2005 Order” means the Midland Metro (Wednesbury to Brierley Hill and Miscellaneous Amendments) Order 2005 (S.I. 2005 No. 927)

“Metro Scheme” means the Wednesbury to Brierley Hill Extension to the Midland Metro from a junction with the existing Metro Line 1 in Wednesbury in the Metropolitan Borough of Sandwell to Brierley Hill in the Metropolitan Borough of Dudley as authorised by the 2005 Order

“New Order” means the proposed Midland Metro (Wednesbury to Brierley Hill Land Acquisition) Order

“Objection” means the objection dated 30 January 2018 and attached to this Deed as Appendix (reference OBJ/15)

“Works” the authorised works pursuant to the 2005 Order

- 2.2 In this Deed where the context so requires:-

- 2.2.1 the singular includes the plural and vice versa
- 2.2.2 references to clauses schedules and paragraphs are references to clauses schedules and paragraphs in this Deed except where otherwise specified
- 2.2.3 title headings to the clauses schedules and paragraphs are for convenience only and shall not affect the interpretation of this Deed
- 2.2.4 references to any statute or statutory instrument shall except where otherwise specifically provided include reference to any statutory modification or re-enactment thereof for the time being in force

### 3. **COMMENCEMENT**

The provisions of this Deed shall have immediate effect upon the completion of this Deed

### 4. **COVENANTS BY THE WMCA**

WMCA covenants that on the basis that the New Order is made by the Secretary of State for Transport:

- 4.1 WMCA will maintain vehicle and pedestrian access/egress to the Merry Hill Shopping Centre ~~in the vicinity of the works~~ at all times during the Works for the Metro Scheme as far as is reasonably practicable. General access/egress to the Merry Hill Shopping Centre ~~will be maintained at all times via alternative routes~~; if in the event access across plot 336 (as described in the book of reference to the New Order) is temporarily interrupted WMCA will ensure that appropriate alternative access to the Merry Hill Shopping Centre will be provided at no cost to the Objector.
- 4.2 Should The Embankment Road be closed due to the Works WMCA will ensure diversionary routes for vehicular and pedestrian access to the Merry Hill Shopping Centre will be clearly signposted and traffic will be diverted as is required.
- 4.3 WMCA will provide the Objector with reasonable advance warning of any Works considered to be disruptive to the Property except any Works carried out in an

emergency.

- 4.4 WMCA will provide the Objector with regular updates and communication of any Works that are considered to reasonably impact the business of the Objector at the Property.
- 4.5 WMCA will minimise the interference to the Property by way of noise, dust, vibration and others similar matters as set out in the Code of Construction Practice Part 1.
- 4.6 WMCA will carry out the Works causing minimum disruption as far as is reasonably practicable to the access the Objector currently enjoys for the purposes of customers, staff and deliveries to the Property (if at all affected).

## 5. **MISCELLANEOUS**

- 5.1 Nothing herein contained or implied shall prejudice or affect the rights discretions powers duties and obligations of the WMCA under all statutes by-laws statutory instruments orders and regulations in the exercise of its functions as a combined authority
- 5.2 If the Order is quashed revoked or otherwise withdrawn or if the powers under the Order expires or the Objector no longer has a registered interest in the Property this Deed shall cease to have effect

## 6. **NOTICES**

- 6.1 Any notice under this Deed shall be in writing and signed on behalf of the party giving it and may be served by delivering it in person or sending it by First Class Royal Mail Signed For to the address set out in this Deed or such other address as the parties agree to in writing in advance of any service of notice.
- 6.2 The notice as served under clause 6.1 will be validly received when provided in person or after 24 hours of the notice being sent by First Class Royal Mail Signed For provided it does not fall on a Saturday or Sunday or a bank holiday in England in which case the valid receipt date will be the next working day.

7. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

It is hereby agreed and declared that unless specifically agreed the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed

8. **JURISDICTION**

This Deed is governed by and interpreted in accordance with the Law of England

**EXECUTED AS A DEED** the day and year first written

THE COMMON SEAL of )

**WEST MIDLANDS COMBINED AUTHORITY** )

was hereunto affixed in the presence of: )



Authorised Signatory

## **APPENDIX**

### **Objection letter**





**From:** Tim Hancock <tim@timhancockassociates.co.uk>  
**Sent:** 30 January 2018 22:00  
**To:** TRANSPORTANDWORKSACT  
**Cc:** James Hancock  
**Subject:** The Midland Metro (Wednesbury to Brierley Hill Land Acquisition) Order - Objection and Representation on behalf of MRH Limited and all Associated Companies, Merry Hill Service Station and all other property

Dear Sir

I confirm that I am instructed by the Malthurst Group of Companies in relation to the requisition for information relating to this scheme. I confirm that I have reviewed the information provided and it is of such poor quality in that the plans are indecipherable and of insufficient accuracy to properly determine the effect of the scheme on my client's property.

Please accept this representation as a formal objection against the scheme in respect of the adverse impact it will have on my client's property, Merry Hill Service Station and any other property which it owns in the vicinity of the site and which will be directly affected or indirectly affected by the proposed scheme.

I would be grateful if the officer responsible for dealing with the scheme would contact me at his or her earliest convenience to formally clarify the land referencing plans and to allow a more detailed assessment of the implications of the scheme to be made.

Given the inadequacy of the information provided my client reserves the right to make further representations in relation to the scheme.

I look forward to receiving an acknowledgement to this email and the additional information required.

Once adequate information is provided I will be in a position to respond to the requisition for information.

Yours sincerely

Tim Hancock

Tim Hancock Associates Ltd  
Chartered Surveyors  
4 Audley Road, Great Leighs, Chelmsford CM3 1RS

Telephone: 01245 362099  
Tim Hancock Mobile: 07788 577393

Regulated by RICS

---

This email is strictly confidential and is intended solely for the person or organisation to whom it is addressed. It may contain privileged and confidential information and if you are not the intended recipient, you must not copy, distribute or take any action in reliance on it. If you have received this communication in error, please advise us by e-mail and delete the file from your system.  
Tim Hancock Associates Limited – Registered In England and Wales No 4443987 Registered Office: Beren Court, Newney Green, Chelmsford CM1 3SQ

---

This email has been scanned by the Symantec Email Security.cloud service.  
For more information please visit <http://www.symanteccloud.com>

---

