

ELIZABETH II



1985 CHAPTER vi

An Act to empower London Regional Transport to construct works and to acquire lands; to confer further powers on London Regional Transport; and for other purposes. [4th April 1985]

**W**HEREAS—

(1) By the London Regional Transport Act 1984 the London Transport Executive which were established by the Transport (London) Act 1969 were reconstituted on 29th June 1984 under the name of London Regional Transport (in this Act referred to as “London Transport”):

(2) It is the general duty of London Transport under the said Act of 1984, in accordance with principles from time to time approved by the Secretary of State and in conjunction with the British Railways Board, to provide or secure the provision of public passenger transport services for Greater London, and in carrying out that duty London Transport shall have due regard to (a) the transport needs for the time being of Greater London and (b) efficiency, economy and safety of operation:

(3) Under the powers conferred by the Local Government, Planning and Land Act 1980 the London Docklands Development Corporation was established by the London

S.I. 1981/936. Docklands Development Corporation (Area and Constitution) Order 1980 as the urban development corporation for London docklands for the purpose of securing the regeneration of its area and it is the view of the said corporation that the works authorised and the powers conferred by this Act will advance the securing of such regeneration:

(4) It is expedient that for the purposes aforesaid London Transport should be empowered to construct the works authorised by, and to acquire the lands referred to in, this Act:

(5) It is expedient that the other powers in this Act contained should be conferred upon London Transport and that the other provisions in this Act contained should be enacted:

(6) Plans and sections showing the lines or situations and levels of the works to be constructed under the powers of this Act, and plans of the lands authorised to be acquired or used by this Act, and a book of reference to such plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands, were duly deposited in the office of the Clerk of the Parliaments and in the Private Bill Office of the House of Commons and with the proper officer of the Greater London Council, which plans, sections and book of reference are respectively referred to in this Act as the deposited plans, the deposited sections and the deposited book of reference:

(7) The purposes of this Act cannot be effected without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted, and be it enacted, by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same as follows:—

## PART I

### PRELIMINARY

Short title. 1. This Act may be cited as the London Docklands Railway Act 1985.

Interpretation. 2.—(1) In this Act, unless there be something in the subject or context repugnant to such construction, the several words and expressions to which meanings are assigned by the Acts wholly or partly incorporated herewith have in relation to the relative subject-matter the same respective meanings and—

1845 c. 20. “the Act of 1845” means the Railways Clauses Consolidation Act 1845;

	PART I —cont.
“the Act of 1846” means The East and West India Docks and Birmingham Junction Railway Act 1846;	1846 c. cccxcvi.
“the Act of 1863” means the Railways Clauses Act 1863;	1863 c. 92.
“the Act of 1963” means the London Transport Act 1963;	1963 c. xxiv.
“the Act of 1964” means the London Transport Act 1964;	1964 c. xxvi.
“the Act of 1965” means the London Transport Act 1965;	1965 c. xli.
“the Act of 1966” means the London Transport Act 1966;	1966 c. xxxiii.
“the Act of 1969” means the London Transport Act 1969;	1969 c. l.
“the Act of 1975” means the London Transport Act 1975;	1975 c. xxi.
“the Act of 1976” means the London Transport Act 1976;	1976 c. xxxvii.
“the Act of 1978” means the London Transport Act 1978;	1978 c. xv.
“the Act of 1981” means the London Transport Act 1981;	1981 c. xxxii.
“the Act of 1984” means the London Docklands Railway Act 1984;	1984 c. iv.
“the development corporation” means the London Docklands Development Corporation;	
“the disused railway” means the railway authorised by the Act of 1846;	
“the limits of deviation” means the limits of deviation shown on the deposited plans;	
“London Transport” means London Regional Transport;	
“the railways board” means the British Railways Board;	
“the works” means the works authorised by Part II (Works) of this Act.	

(2) Any reference to the London Transport Board in any of the provisions incorporated with this Act under section 11 (Incorporation of provisions relating to works), section 16 (Incorporation of provisions relating to lands) and section 17 (Incorporation of protective provisions) of this Act shall be construed as a reference to London Transport.

(3) All distances, lengths and directions stated in any description of works, powers or lands shall be construed as if the words “or thereabouts” were inserted after each such distance, length and direction, and distances between points on a railway shall be taken to be measured along the railway.

(4) Unless the context otherwise requires, any reference in this Act to Work No. 1 shall be construed as a reference to the work as authorised by this Act.

3. The following Acts and Part of an Act, so far as the same are applicable for the purposes and are not inconsistent with or varied by the provisions of this Act, are incorporated with and

Incorporation of general Acts.



PART I  
—cont.

form part of this Act, and this Act shall be deemed to be the special Act for the purposes of the said incorporated enactments:—

1845 c. 18.

- (a) the Lands Clauses Acts, except sections 127 to 133 of the Lands Clauses Consolidation Act 1845;
- (b) the Act of 1845, except sections 1, 7, 8, 9, 11, 12, 13, 14, 15, 17, 19, 20, 22, 23, 94 and 95 thereof; and
- (c) Part I (relating to construction of a railway), except sections 13, 14, 18 and 19, of the Act of 1863:

Provided that—

- (i) for the purposes of the provisions of the Act of 1845 and the Act of 1863, as incorporated with this Act, the expression “the company” where used in the said incorporated provisions means London Transport;
- (ii) the provisions of sections 18 and 21 of the Act of 1845, as incorporated with this Act, shall not extend to regulate the relations between London Transport and any other person in respect of any matter or thing concerning which those relations are regulated in any respect—

1950 c. 39.

(A) by the provisions of Part II of the Public Utilities Street Works Act 1950; or

(B) by the provisions of section 42 (For protection of gas, water and electricity undertakers) of the Act of 1963, as incorporated with this Act.

## PART II

## WORKS

Power to  
make works.

4. Subject to the provisions of this Act, London Transport may, in the lines or situations shown on the deposited plans and according to the levels shown on the deposited sections, make and maintain the works hereinafter described with all necessary works and conveniences connected therewith:—

(Railway in  
London  
boroughs of  
Tower  
Hamlets and  
Newham.)

In Greater London—

In the London boroughs of Tower Hamlets and Newham—

Work No. 1. A railway (4,640 metres in length) commencing in the London borough of Tower Hamlets by a junction with Work No. 5 of the Act of 1984 at a point 40 metres south-west of the southern end of Harrow Lane and terminating in the London borough of Newham at a point 165 metres south-west of the junction of Great Eastern Road and Angel Lane.

5.—(1) Subject to the provisions of this section, London Transport may, for the purposes of Work No. 1, stop up and discontinue the footpath numbered 18 in the London borough of Tower Hamlets between Fawe Street and Clutton Street and crossing the disused railway by means of a footbridge between the points marked "A" and "F" on the deposited plans and may substitute therefor a new footpath and footbridge between the points marked "A", "B", "C", "D" and "E" on the deposited plans.

PART II  
—cont.  
Footbridge at  
Fawe Street,  
Poplar.

(2) The public use of the footpath to be stopped up and discontinued under subsection (1) of this section shall not be interfered with until a temporary footpath between Fawe Street and Clutton Street across the disused railway has been provided to the reasonable satisfaction of the highway authority and is open for public use.

(3) The temporary footpath to be provided under subsection (2) of this section shall not be discontinued until such new footpath as is authorised by subsection (1) of this section is completed to the reasonable satisfaction of the highway authority and is open for public use.

(4) In connection with the provision of the new footpath and footbridge authorised by subsection (1) of this section, London Transport may, in the lands delineated on the deposited plans and therein numbered 16 in the London borough of Tower Hamlets, construct a ramp between the points marked "G", "H" and "J" to the point marked "E" on the deposited plans.

6. Notwithstanding anything in section 77 of the Act of 1846, London Transport may for the purpose of constructing Work No. 1 demolish, reconstruct, alter or repair the bridge carrying the disused railway over Limehouse Cut, Poplar, in the London borough of Tower Hamlets.

As to bridge  
over  
Limehouse  
Cut, Poplar.

7.—(1) In this section "the scheduled highways" means so much of the highways specified in the Schedule to this Act as lies within the limits of deviation, and "the specified streets" means Clutton Street and Paton Close in the London borough of Tower Hamlets.

As to certain  
bridges and  
streets in  
Tower  
Hamlets.

(2) Subject to the provisions of this Act, London Transport may, for the purpose of constructing Work No. 1, demolish, reconstruct, alter or repair the existing bridges carrying the scheduled highways and substitute new bridges therefor.

(3) Subject to the provisions of this Act, London Transport may, for the purpose of constructing Work No. 1, enter upon, open, break up and interfere with so much of the surface of the scheduled highways and of the specified streets as lies within the limits of deviation.

PART II  
—cont.

(4) (a) London Transport may, during the construction and for the purposes of Work No. 1, temporarily stop up and interfere with so much of the scheduled highways and of the specified streets as lies within the limits of deviation and may for any reasonable time divert the traffic therefrom and prevent all persons, other than those bona fide going to and from any land abutting on any part of a street so stopped up or interfered with, from passing along or using the same.

(b) London Transport shall provide reasonable access for foot passengers bona fide going to or from any such land.

## Power to deviate.

8. In the execution of the works, London Transport may deviate from the lines or situations thereof shown on the deposited plans to the extent of the limits of deviation and may deviate vertically from the levels shown on the deposited sections to any extent upwards or downwards not exceeding 3 metres.

## Agreements with British Railways Board.

9.—(1) In this section—

“the designated lands” means so much of the lands of the railways board as are delineated on the deposited plans and therein numbered 44 in the London borough of Tower Hamlets and 1, 4, 5, 6, 7 and 8 in the London borough of Newham;

“the specified works” means so much of Work No. 1 as is to be constructed on the designated lands.

(2) Subject as may be otherwise agreed in writing between London Transport and the railways board, any works of alteration or adaptation of property of the railways board which may be necessary in order to construct the specified works and thereafter the use, maintenance, repair and renewal of such property and of the specified works shall be regulated and carried out by London Transport or the railways board, or by London Transport and the railways board jointly, in accordance with such terms and conditions as may be agreed in writing between London Transport and the railways board and any such agreement may relate to the whole or part of the specified works and may contain such incidental, consequential or supplementary provisions as may be so agreed including (but without prejudice to the generality of the foregoing) provisions—

(a) with respect to the defraying of, or the making of contributions towards, the cost of such works of alteration or adaptation or of such maintenance, repair and renewal by London Transport or by the railways board, or by London Transport and the railways board jointly;



- (b) for the exercise by the railways board or by London Transport, or by the railways board and London Transport jointly, of all or any of the powers and rights of the railways board or London Transport (as the case may be) in respect of any part of the designated lands or the specified works under any enactment or contract;
- (c) with regard to the method by which the specified works are to be constructed on the designated lands so as to cause as little inconvenience as possible to Stratford station of the railways board and for the integration of the specified works with that station.

(3) The exercise by London Transport or by the railways board, or by London Transport and the railways board jointly, of any powers and rights under any enactment or contract pursuant to any such agreement as is authorised by subsection (2) of this section shall be subject to all statutory and contractual provisions relating thereto as would apply if such powers and rights were exercised by London Transport or the railways board (as the case may be) alone, and accordingly such provision shall, with any necessary modifications, apply to the exercise of such powers and rights by London Transport or by the railways board, or by London Transport and the railways board jointly, as the case may be.

(4) London Transport and the railways board may enter into, and carry into effect, agreements for the transfer to London Transport, or London Transport and the railways board jointly, of any part of the designated lands.

10. London Transport shall in connection with the works from time to time submit for the approval of the Secretary of State plans, sections and other details of their proposals with respect to—

Plans, etc., to be approved by Secretary of State.

- (a) permanent way, bridges and viaducts, platforms, stairs, lifts, escalators and other communications;
- (b) rolling stock;
- (c) lighting;
- (d) signalling; and
- (e) the power required for traction, with particular reference to the use of overhead contact wires or conductor rail systems;

and any rolling stock and work included in the said proposals shall be constructed and maintained only in accordance with plans, sections and other details as approved by the Secretary of State.

PART II  
—cont.  
Incorporation  
of provisions  
relating to  
works.

11. The following provisions of the under-mentioned Acts are incorporated with, and form part of this Part of, this Act:—

The Act of 1963—

Section 10 (Provisions as to use of electrical power);

Section 15 (Power to make trial holes):

The Act of 1965—

Section 10 (Underpinning of houses near works) except the provisos to paragraphs (4) and (6) thereof:

The Act of 1978—

Section 10 (Use of sewers, etc., for removing water):

Provided that—

(i) for the purposes of this Act references in the said section 10 of the Act of 1963, as so incorporated, to Work No. 1 authorised by that Act shall be construed as references to Work No. 1;

(ii) London Transport shall, so far as is reasonably practicable, so exercise the powers conferred by the said section 10 of the Act of 1965, as so incorporated, as not to prevent the operator of a telecommunications code system (as defined in paragraph 1 of Schedule 4 to the Telecommunications Act 1984) from having access to any telecommunication apparatus (as defined in paragraph 1 of Schedule 2 to that Act) kept installed for the purposes of that system.

1984 c. 12.

### PART III

#### LANDS

Power to  
acquire lands.

12.—(1) Subject to the provisions of this Act, London Transport may enter upon, take and use such of the lands delineated on the deposited plans and described in the deposited book of reference as they may require for the purposes of the works or for any purpose connected with or ancillary to their undertaking.

(2) London Transport shall not under the powers of this Act—

(a) without the consent of the railways board acquire or enter upon, take or use whether temporarily or permanently—

(i) the land of the railways board delineated on the deposited plans and therein numbered 24 in the London borough of Tower Hamlets or any part of



the land numbered 3 in the London borough of Tower Hamlets as lies beneath the railway bridge comprising the said land numbered 24 and the land numbered 25 in the London borough of Tower Hamlets or as is situated within a distance of fifteen metres (measured on a horizontal plane) from the said railway bridge; or

(ii) the land of the railways board delineated on the deposited plans and therein numbered 44 in the London borough of Tower Hamlets or any part of the land numbered 3 in the London borough of Tower Hamlets as lies beneath the railway bridge carrying the railway of the railways board from Fenchurch Street to Stratford stations or as is situated within a distance of fifteen metres (measured on a horizontal plane) from the said railway bridge; or

(iii) the lands of the railways board delineated on the deposited plans and therein numbered 1, 4, 5, 6, 7 and 8 in the London borough of Newham;

(b) acquire compulsorily any interest in the lands of the development corporation delineated on the deposited plans and therein numbered 1 and 2 in the London borough of Tower Hamlets; or

(c) acquire compulsorily any interest in the lands of the Victoria Park Housing Association Limited delineated on the deposited plans and therein numbered 38, 39, 40, 41 and 42 in the London borough of Tower Hamlets.

(3) London Transport shall not under the powers of this section acquire any greater interest than that held by the railways board on 25th November 1983, being the date of the deposit of the Bill for this Act, in—

(a) the bridge and the foundation walls and abutments thereof carrying the disused railway over Limehouse Cut, Poplar, in the London borough of Tower Hamlets; and

(b) the lands delineated on the deposited plans and therein numbered 26 in the London borough of Tower Hamlets.

13.—(1) In this section “the Acts” means the Lands Clauses Acts and references to the purchase by London Transport of new rights are references to the purchase of rights to be created in favour of London Transport. Power to acquire new rights.

(2) London Transport may, for the purposes of constructing, maintaining, protecting, renewing and using the works,

PART III  
—cont.

purchase compulsorily such new rights as they may require over any of the lands which may be acquired under section 12 (Power to acquire lands) of this Act instead of acquiring those lands under that section.

(3) The Acts, as incorporated with this Act, shall have effect with the modifications necessary to make them apply to the compulsory purchase of rights under subsection (2) of this section as they apply to the compulsory purchase of land so that, in appropriate contexts, references in the Acts to land are read as referring, or as including references, to the rights or to land over which the rights are or are to be exercisable, according to the requirements of the particular context.

(4) Without prejudice to the generality of subsection (3) of this section, in relation to the purchase of rights in pursuance of subsection (2) of this section—

1845 c. 18.

(a) the Lands Clauses Consolidation Act 1845 shall have effect with the modifications specified in Schedule 1 (except paragraph 4) to the Act of 1976;

(b) the enactments relating to compensation for the compulsory purchase of land shall apply with the necessary modifications as they apply to such compensation.

(5) The powers of this section shall not apply to any land of the railways board.

Temporary  
possession of  
land.

14.—(1) This section applies to the land delineated on the deposited plans and therein numbered 8 in the London borough of Tower Hamlets (hereinafter in this section referred to as “the said land”).

(2) London Transport may, for the purpose of enabling them to construct Work No. 1, enter upon and take possession temporarily of the said land after giving the owners, lessees and occupiers thereof not less than one month’s previous notice in writing and may remove any structures thereon and may construct temporary works and structures thereon for such purpose:

Provided that London Transport—

(a) shall not without the agreement of the owners, lessees and occupiers thereof remain in possession of the said land under the powers of this section after a period of three years from the date of entry thereon;

(b) shall not be empowered to purchase compulsorily or be required to purchase the said land; and

(c) shall not remove the monument situated on the said land.

(3) Before relinquishing possession of the said land London Transport shall remove all works and structures erected by them on the surface thereof and shall, subject to any agreement to the contrary with the respective owners, lessees or occupiers thereof, reinstate the said land so far as reasonably practicable to its condition immediately before entry thereon by London Transport.

15. The powers of London Transport for the compulsory purchase of the lands and new rights which they are authorised by this Act to acquire shall cease on 31st December 1990.

Period for compulsory purchase of lands and new rights.

16. The following provisions of the undermentioned Acts are incorporated with, and form part of this Part of, this Act:—

Incorporation of provisions relating to lands.

The Act of 1963—

Section 21 (Power to enter for survey or valuation):

The Act of 1964—

Section 12 (Acquisition of part only of certain properties);

Section 14 (Extinction of private rights of way):

The Act of 1965—

Section 13 (Correction of errors in deposited plans and book of reference):

The Act of 1966—

Section 14 (Power to expedite entry):

The Act of 1969—

Section 14 (Disregard of recent improvements and interests):

Provided that the provisions of the said section 21 of the Act of 1963, as so incorporated, shall have effect as if after the word “acquire” there were inserted the words “or use”.

#### PART IV

##### PROTECTIVE PROVISIONS

17. The following provisions of the undermentioned Acts are incorporated with, and form part of this Part of, this Act:—

Incorporation of protective provisions.

The Act of 1963—

Section 42 (For protection of gas, water and electricity undertakers):

The Act of 1965—

Section 25 (As to works within Metropolitan Police District):



PART IV  
—cont.

The Act of 1969—

Section 18 (Crown rights):

The Act of 1975—

Section 21 (As to metropolitan roads and road traffic, etc.):

The Act of 1976—

Section 13 (For protection of sewers of Thames Water Authority):

The Act of 1981—

Section 17 (For protection of British Telecommunications):

Provided that—

- (i) the provisions of the said section 18 of the Act of 1969, as so incorporated, shall have effect as if paragraph (b) of subsection (5) of that section were omitted;
- (ii) the provisions of the said section 13 of the Act of 1976, as so incorporated, shall have effect as if—
  - (a) for the reference in paragraph (8) thereof to section 7 (Incorporation of provisions of Acts of 1963, 1965, 1969 and 1974 relating to works) of the Act of 1976 there were substituted a reference to section 11 (Incorporation of provisions relating to works) of this Act; and
  - (b) in the definition of “the specified works” in paragraph (1) for the reference to the works authorised by the Act of 1976 there were substituted a reference to Work No. 1;
- (iii) the provisions of the said section 17 of the Act of 1981, as so incorporated, shall have effect as if paragraph (2) of that section were omitted, and as if for the references to Work No. 2 of the Act of 1981 there were substituted references to Work No. 1.

Transfer of  
rights and  
obligations.

**18.—**(1) In this section “the railway land” means any land which may be acquired by London Transport from the railways board for the purposes of this Act, together with the land situate between a point 15 metres to the north of the bridge carrying the railway of the railways board between Fenchurch Street and Stratford stations and the northern abutment of bridge number 228A over the A102(M) road.

(2) All the rights and obligations of the railways board relating to the railway land, whether statutory or otherwise, shall be transferred to London Transport to the exclusion of the railways board by virtue of this Act on the date upon which London Transport enter upon the railway land.

19. For the protection of the railways board the following provisions shall, unless otherwise agreed in accordance with the provisions of section 9 (Agreements with British Railways Board) of this Act or otherwise agreed in writing between London Transport and the railways board for the purposes of this section, apply and have effect:—

PART IV  
—*cont.*  
For  
protection of  
British  
Railways  
Board.

(1) In this section—

“construction” includes reconstruction and for the purposes of paragraphs (10) and (12) of this section includes maintenance and repair of the specified works;

“the engineer” means an engineer to be appointed by the railways board;

“plans” includes sections, drawings, particulars and schedules of construction;

“railway property” means any railway of the railways board, and any works connected therewith for the maintenance or operation of which the railways board are responsible when the relevant specified works are begun and includes any lands held or used by the railways board for the purposes of such railway or works;

“the specified works” means so much of the works as may be situated upon, across, under, over or within 15 metres of railway property or may in any way affect railway property:

(2) The exercise by London Transport against the railways board of the powers of—

(a) section 15 (Power to make trial holes) of the Act of 1963, as applied by section 11 (Incorporation of provisions relating to works) of this Act; and

(b) section 21 (Power to enter for survey or valuation) of the Act of 1963, as applied by section 16 (Incorporation of provisions relating to lands) of this Act;

shall be confined to lands which London Transport are empowered to acquire compulsorily under section 12 (Power to acquire lands) of this Act:

(3) London Transport shall, before commencing the construction of the specified works, furnish to the railways board such proper and sufficient plans thereof as may reasonably be required for the reasonable approval of the engineer and shall not commence the specified works until plans thereof have been approved in writing by the engineer or settled by arbitration:

PART IV  
—cont.

Provided that, if within 28 days after such plans have been furnished to the railways board the engineer shall not have notified his disapproval thereof and the grounds of his disapproval, he shall be deemed to have approved the plans as submitted:

- (4) If within 28 days after such plans have been furnished to the railways board the railways board give notice to London Transport that the railways board desire themselves to construct any part of the specified works, which in the opinion of the engineer will or may affect the stability of railway property and the safe operation of the railways of the railways board, then, if London Transport desire such part of the specified works to be constructed, the railways board shall construct it with all reasonable dispatch on behalf of, and to the reasonable satisfaction of, London Transport in accordance with the plans approved or deemed to be approved or settled as aforesaid:
- (5) Upon signifying his approval or disapproval of the plans the engineer may specify any protective works, whether temporary or permanent, which in his opinion should be carried out before the commencement of the construction of the specified works to ensure the stability of railway property and the safe operation of the railways of the railways board, and such protective works as may be reasonably necessary for those purposes shall be constructed by the railways board with all reasonable dispatch, and London Transport shall not commence the construction of the specified works until the engineer shall have notified London Transport that the protective works have been completed:
- (6) London Transport shall give to the engineer not less than 28 days' notice of their intention to commence the construction of any of the specified works and also, except in emergency (when they shall give such notice as may be reasonably practicable), of their intention to carry out any works for the repair or maintenance of the specified works in so far as such works of repair or maintenance affect or interfere with railway property:
- (7) The construction of the specified works shall, when commenced, be carried out with all reasonable dispatch in accordance with the plans approved or deemed to be approved or settled as aforesaid and under the supervision (if given), and to the reasonable satisfaction, of the engineer, and in such manner as to cause as little damage as may be to railway property



and as little interference as may be with the conduct of traffic on the railways of the railways board and the use by passengers of railway property and, if any damage to railway property or any such interference shall be caused by the carrying out of the specified works London Transport shall, notwithstanding any such approval as aforesaid, make good such damage and shall pay to the railways board all reasonable expenses to which they may be put and compensation for any loss which they may sustain by reason of any such damage or interference:

Provided that nothing in this paragraph shall impose any liability on London Transport with respect to any damage, cost, expense or loss which is attributable to the act, neglect or default of the railways board or their servants or agents:

- (8) London Transport shall at all times afford reasonable facilities to the engineer for access to the specified works during their construction and shall supply him with all such information as he may reasonably require with regard to the specified works or the method of construction thereof:
- (9) During the construction of any works by the railways board under this section the railways board shall at all times afford reasonable facilities to London Transport and their agents for access to those works, and shall supply London Transport with such information as they may reasonably require with regard to such works or the method of construction thereof:
- (10) If any alterations or additions, either permanent or temporary, to railway property shall be reasonably necessary during the construction of the specified works, or during a period of 12 months after the completion thereof, in consequence of the construction of the specified works, such alterations and additions may be carried out by the railways board and, if the railways board give to London Transport reasonable notice of their intention to carry out such alterations or additions, London Transport shall pay to the railways board the reasonable cost thereof including, in respect of permanent alterations and additions, a capitalised sum representing any increase in the costs which may be expected to be reasonably incurred by the railways board in maintaining, working and, when necessary, renewing any such alterations or additions:

Provided that, if the cost of maintaining, working or renewing railway property is reduced in consequence

PART IV  
—cont.

of any such alterations or additions, a capitalised sum representing such saving shall be set off against any sum payable by London Transport to the railways board under this section:

- (11) London Transport shall repay to the railways board all costs, charges and expenses reasonably incurred by the railways board—

(a) in constructing any part of the specified works on behalf of London Transport as provided by paragraph (4) of this section or in constructing any protective works under the provisions of paragraph (5) of this section, including, in respect of any permanent protective works, a capitalised sum representing the costs which may be expected to be reasonably incurred by the railways board in maintaining and renewing such works;

(b) in respect of the employment of any inspectors, signalmen, watchmen and other persons whom it shall be reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of the specified works;

(c) in respect of any special traffic working resulting from any speed restrictions which may, in the opinion of the engineer, require to be imposed by reason or in consequence of the construction or failure of the specified works, or from the substitution or diversion of services which may be reasonably necessary for the same reason;

(d) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of the specified works;

(e) in respect of the supervision by the engineer of the construction of the specified works:

- (12) London Transport shall be responsible for, and make good to the railways board, all costs, charges, damages and expenses not otherwise provided for in this section which may be occasioned to, or reasonably incurred by, the railways board—

(a) by reason of the construction of the specified works or the failure thereof; or

(b) by reason of any act or omission of London Transport, or of any person in their employ, or of

their contractors or others whilst engaged upon the construction of the specified works;

and London Transport shall indemnify the railways board from and against all claims and demands arising out of or in connection with the construction of the specified works or any such failure, act or omission as aforesaid, and the fact that any act or thing may have been done in accordance with plans approved by the engineer, or in accordance with any requirement of the engineer or under his supervision, shall not (if it was not attributable to the act, neglect or default of the railways board, or of any person in their employ, or of their contractors or agents) excuse London Transport from any liability under the provisions of this section:

Provided that the railways board shall give to London Transport reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of London Transport:

- (13) Any difference arising between London Transport and the railways board under this section (other than a difference as to the meaning or construction of this section) shall be referred to and settled by arbitration.

20. For the protection of the British Waterways Board (in this section referred to as "the waterways board") the following provisions shall, unless otherwise agreed in writing between London Transport and the waterways board, apply and have effect:—

For protection  
of British  
Waterways  
Board.

- (1) In this section—

"construction" includes reconstruction and for the purposes of paragraphs (8) and (9) of this section includes the maintenance and repair of the works;

"the designated works" means so much of the works authorised—

(a) by section 4 (Power to make works) of this Act; or

(b) by section 4 (Power to make works) of the Act of 1984, including works authorised by that Act as the same has effect in accordance with this Act;

as may be situated upon, across, under or over or may in any way affect the waterway;

"the engineer" means an engineer to be appointed by the waterways board;

"plans" includes sections, drawings and particulars, including method of construction;



PART IV  
—cont.

“the waterway” means any waterway owned or managed by the waterways board, and any works connected therewith for the maintenance of which the waterways board are responsible, and includes any lands held or used by the waterways board for the purposes of any waterway:

- (2) London Transport shall, before commencing the construction of the designated works, including temporary works, furnish to the waterways board proper and sufficient plans thereof for the reasonable approval of the engineer, and shall not commence the designated works until plans thereof have been approved in writing by the engineer or settled by arbitration:

Provided that, if within 28 days after such plans have been furnished to the waterways board the engineer shall not have intimated his disapproval thereof and the grounds of his disapproval, he shall be deemed to have approved the same:

- (3) Upon signifying his approval or disapproval of the plans the engineer may specify any protective works, whether temporary or permanent, which in his opinion should be carried out before the commencement of the construction of the designated works to ensure the safety or stability of the waterway and such protective works as may be reasonably necessary for those purposes shall be constructed by London Transport with all reasonable dispatch:
- (4) London Transport shall give to the engineer 56 days' notice of their intention to commence the construction of the designated works or any protective works and also (except in emergency when they shall give such notice as may be reasonably practicable) of their intention to carry out any works for the repair or maintenance of the designated works in so far as such works of repair or maintenance affect or interfere with the waterway:
- (5) London Transport shall provide and maintain at their expense any temporary lighting of the waterway and signal lights in the vicinity of the designated works, being lighting which the engineer may reasonably require during the construction or failure of the designated works:
- (6) The designated works shall when commenced be carried out with all reasonable dispatch in accordance with the approved plans and under the supervision (if given) and to the reasonable satisfaction of the engineer and in such manner as to cause as little

damage as may be to the waterway and as little interference as may be with the passage of vessels using the waterway. If any damage to the waterway or any stoppage thereof or any interference with the passage of vessels using the waterway shall be caused by the carrying out of the designated works, London Transport shall, notwithstanding any such approval as aforesaid, make good such damage and on demand pay to the waterways board all reasonable expenses to which they may be put and compensation for any loss which they may sustain by reason of any such damage, stoppage or interference:

Provided that nothing in this paragraph shall impose any liability on London Transport with respect to any damage, expenses or loss which is attributable to the act, neglect or default of the waterways board or their servants, contractors or agents:

- (7) London Transport shall at all times afford reasonable facilities to the engineer for access to the designated works during their construction and shall supply him with all such information as he may reasonably require with regard to the designated works or the method of construction thereof:
- (8) London Transport shall repay to the waterways board all costs, charges and expenses reasonably incurred by the waterways board—
  - (a) in respect of the employment of any inspectors, watchmen and other persons whom it shall be reasonably necessary to appoint for inspecting, watching and lighting the waterway and for preventing, as far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of the designated works;
  - (b) in respect of the supervision by the engineer of the designated works;
  - (c) in bringing the designated works to the notice of users of the waterway:
- (9) London Transport shall be responsible for and make good to the waterways board all costs, charges, damages and expenses not otherwise provided for in this section which may be occasioned to or reasonably incurred by the waterways board—
  - (a) by reason of the construction of the designated works or the failure thereof; or

PART IV  
—cont.

(b) by reason of any act or omission of London Transport or of any persons in their employ or of their contractors or others whilst engaged upon the construction of the designated works;

and London Transport shall effectively indemnify and hold harmless the waterways board from and against all claims and demands arising out of or in connection with the construction of the designated works or any such failure, act or omission as aforesaid and the fact that any act or thing may have been done in accordance with plans approved by the engineer, or in accordance with any requirement of the engineer or under his supervision, shall not (if it was done without negligence on the part of the waterways board) excuse London Transport from any liability under the provisions of this section:

Provided that the waterways board shall give to London Transport reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of London Transport:

- (10) Any difference arising between London Transport and the waterways board under this section (other than a difference as to the meaning or construction of this section) shall be settled by arbitration.

For protection  
of Tower  
Hamlets  
Council.

21. For the protection of the council of the London borough of Tower Hamlets (in this section referred to as “the council”) the following provisions shall, unless otherwise agreed in writing between London Transport and the council, apply and have effect:—

- (1) In this section—

“the borough” means the London borough of Tower Hamlets;

“highway” means any highway vested in or repairable or maintainable by the council;

“plans” includes sections, particulars and design details;

“the specified work” means so much of Work No. 1 as is proposed to be constructed within the borough:

- (2) Before commencing to construct any part of the specified work London Transport shall consult the council about—

(a) the programme for the construction of that work so as to secure, so far as may be reasonably



practicable, that the duration of any disturbance occasioned by, or in connection with, such construction shall be reduced to a minimum;

PART IV  
—cont.

(b) the lands in the borough to be occupied and used by London Transport or their contractors as temporary working sites for the purpose of such construction, the period for which and the manner in which each site shall be used and the steps to be taken by London Transport in order to mitigate injury to amenity:

- (3) Without prejudice to anything in the Town and Country Planning Act 1971 London Transport shall consult the council as to the routes in the borough proposed to be used by vehicles, machinery and plant, passing to or from any works under construction and of the proposed manner and method of disposing of any soil or waste material resulting from the carrying out of any operation in connection with the works; and such soil or waste material shall not be disposed of by London Transport or their contractors in the borough in any manner as shall be objected to in writing by the council: 1971 c. 78.

- (4) (a) Before commencing to construct any part of the specified work which will involve interference with a highway London Transport shall consult the council as to the time when such part shall be commenced, as to the extent of the surface of the highway which it may be reasonably necessary for London Transport to occupy in the construction of such part, as to the conditions under which such part shall be constructed so as not to cause so far as possible inconvenience to the public and to ensure the safety of the public, and such part shall not be constructed and the surface of the highway shall not be occupied by London Transport except at the time, to the extent and in accordance with such reasonable conditions as may be agreed between London Transport and the council or, in default of agreement, settled by arbitration;

(b) Any such highway shall be reinstated by London Transport in a manner reasonably approved by the council and to their reasonable satisfaction:

Provided that the reinstatement of the highway shall in the first instance be of a temporary nature only and the permanent reinstatement thereof shall be carried out by the council as soon as practicable after the completion of the temporary reinstatement and the reasonable costs incurred by the council in so doing shall be repaid by London Transport to the council:

PART IV  
—cont.

- (5) London Transport shall not exercise the powers of section 7 (As to certain bridges and streets in Tower Hamlets) of this Act with respect to any highway unless they have given to the council not less than 21 days' notice in writing of their intention so to do, except in case of emergency when such notice as is practicable shall be given:
- (6) London Transport shall not, except with the consent of the council, deposit any soil, subsoil or materials or stand any vehicle or plant on any highway (except on so much thereof as is for the time being temporarily stopped up under the powers of this Act) so as to obstruct the use of such highway by any person or, except with the like consent, deposit any soil, subsoil or materials on any highway except within a hoarding:
- (7) All reasonable costs, charges and expenses incurred by the council in removing any soil or other waste materials deposited on any highway in contravention of this section shall be a debt due to the council and shall be paid by London Transport to the council:
- (8) London Transport shall not remove any soil or material from any highway except such as must be excavated in the carrying out of the specified work:
- (9) London Transport shall not deposit or cause to be deposited any soil or other waste materials emanating from any works on any land in the borough not occupied by London Transport's contractors other than with the owner's consent and in accordance with any conditions attached by the council as to the manner in which such soil or other waste materials are to be disposed:
- (10) It shall not be lawful for London Transport to place any hoardings on any part of the highway except for such period as may be necessary and then only in such manner as may be reasonably necessary and the provisions of the Highways Act 1980 relating to hoardings shall apply to any hoarding erected on any part of any highway and for the purposes of the application of section 172 of the said Act of 1980 any such hoarding shall be deemed to have been erected in compliance with subsection (1) of that section:
- (11) London Transport shall not alter, disturb, or in any way interfere with any sanitary convenience, refuge, sewer, drain, lamp column, traffic sign, bollard, bin for refuse or road materials or apparatus connected therewith or any property or work belonging to or under the jurisdiction or control of the council on or

under any highway or repairable by them or the access thereto without the consent of the council and any alteration, diversion, replacement or reconstruction of any such sanitary convenience, refuge, sewer, drain, lamp column, traffic sign, bollard, bin for refuse or road materials or apparatus connected therewith or any property or work as aforesaid which may be necessary shall be made by the council or London Transport as the council shall think fit and any costs, charges and expenses reasonably incurred by the council in so doing shall be repaid to the council by London Transport:

- (12) Where soil or other waste materials are deposited by London Transport or their contractors in connection with the works in contravention of this section, the council may recover from London Transport any expenses reasonably incurred by them in removing, and reinstating the site of, any such soil or waste materials:
- (13) If under the powers of this Act London Transport acquire, use, occupy or take possession of any lands within the borough and thereby prevent any adjacent land from being brought into effective use, London Transport shall landscape the lands or do such other works as may be reasonably necessary to create an attractive environment and to prevent such lands from remaining derelict or falling into dereliction, any such landscaping or other works to be carried out to the reasonable satisfaction of the council:
- Provided that—
- (i) any such works shall not be carried out against the express wishes of the owner of such adjacent land; and
- (ii) London Transport's obligation under this paragraph is conditional upon the council contributing a reasonable sum (to be agreed by the council and London Transport in advance of such works being carried out) to the cost of the performance by London Transport of the obligation imposed by this paragraph:
- (14) Where the limits of deviation as shown on the deposited plans are so drawn as to include part only of a building, London Transport shall use their best endeavours to prevent so far as possible the building falling into dereliction because of its being partly included within the said limits of deviation:
- (15) London Transport shall consult the council with regard to the measures to be taken for preventing the



PART IV  
—cont.

specified work from being unsightly and with regard to the laying of turf, the sowing of grass seed and the planting of trees, bushes and plants in places where any of such measures are appropriate:

- (16) (a) London Transport shall carefully preserve and remove all objects of geological or antiquarian interest discovered by them in the execution of the specified work and, subject to the rights of the Crown and except so far as the same may be proved to be the property of any other person, any such objects shall be deposited with the council, as the property of the council;
- (b) London Transport shall afford to the council reasonable facilities to inspect any objects so discovered in the construction of the specified work:
- (17) Within three months after the completion of any part of the specified work or such longer period as the council may agree London Transport shall remove or to the reasonable satisfaction of the council demolish or otherwise dispose of all temporary buildings and structures erected for the purposes of, or in connection with the construction of, that part of the work and shall remove all surplus materials, plant, machinery and appliances provided or approved in connection therewith and shall so far as is reasonably practicable to the like satisfaction make good the surface of the ground on which any temporary buildings and structures or any surplus materials, plant, machinery and appliances as aforesaid have been placed or which may have been occupied for the purpose of or in connection with that part of the specified work:
- (18) As soon as reasonably practicable after the completion of any part of the specified work, London Transport shall furnish the council with a plan and sections showing the position and level of such part of the work as constructed:
- (19) London Transport shall keep the council indemnified against all actions, costs, claims and demands whatsoever brought or made against the council by any person in respect of loss or damage caused by, or in consequence of, the construction of the specified work and the fact that any act or thing may have been done in accordance with any requirement of the council or under their supervision shall not (if it was done without negligence on the part of the council) excuse London Transport from liability under the provisions of this section:

Provided that—

PART IV  
—cont.

(i) the council shall give to London Transport reasonable notice of any claim or demand as aforesaid, and no settlement or compromise thereof shall be made without the prior consent of London Transport; and

(ii) nothing in this paragraph shall impose any obligation on London Transport in respect of so much of any loss or damage as is attributable to any act or neglect of the council, their servants or agents:

- (20) Wherever in this section provision is made for the consent or approval of the council, such consent or approval shall be given in writing and may be signed by the chief executive of the council and shall be subject to such reasonable terms and conditions as the council may require, but shall not be unreasonably withheld:
- (21) Any difference arising between London Transport and the council under this section (other than a difference as to the meaning or construction of this section) shall be referred to and settled by arbitration.

## PART V

### MISCELLANEOUS

22.—(1) In this section—

Additional  
fares.

“additional fare” means an additional fare payable by virtue of subsection (3) of this section;

“excess distance” means a distance travelled by a person beyond that for which he has paid his fare;

“the prescribed figure” means ten or such other figure not being greater than ten as the Secretary of State may by order appoint;

“the railway” means Work No. 1.

(2) The provisions of this section apply to the railway.

(3) On and after the appointed day if any person—

(a) travels or attempts to travel without paying the fare for his journey; or

(b) having paid the fare for his journey travels an excess distance without paying the fare for the excess distance;

he shall, unless before being requested to do so he has tendered the fare for his journey or the fare for the excess distance (as the case may be), be liable to pay (within 21 days of the date of his

PART V  
—cont.

journey) an additional fare of 50 pence, or (if it is a greater amount) the fare chargeable for his journey multiplied by the prescribed figure, or in the case of a person travelling an excess distance 50 pence or (if it is a greater amount) the fare for the excess distance multiplied by the prescribed figure as if the excess distance were a separate journey:

1889 c. 57.

Provided that London Transport shall not seek to recover the amount of any additional fare from any person where the facts which would otherwise have given rise to a liability to pay such a fare are, so far as is relevant, the same as the facts which have given rise to a prosecution of that person in respect of an alleged offence under section 5 (3) of the Regulation of Railways Act 1889 and he has been acquitted.

(4) In any proceedings for the recovery of the additional fare it shall be a defence for a person to show that he did not intend to avoid payment of his fare or the fare for the excess distance.

(5) For the purposes of subsection (3) of this section, a person shall be deemed to have tendered a fare if he presents it to a ticket inspector or otherwise indicates to such inspector his willingness immediately to pay his fare or, as the case may be, the fare for the excess distance.

(6) No person shall be liable under subsection (3) of this section to pay an additional fare unless at the material time a notice, warning persons that, if they fail to pay their fares, or if they exceed the journey for which they have paid the fare, they will be liable to pay an additional fare in accordance with that subsection, is posted in every carriage of the train so as to be readily seen by members of the public using the carriage.

(7) No proceedings shall be taken under section 5 of the Regulation of Railways Act 1889 against any person where the facts which would otherwise have given rise to a prosecution of that person are, so far as relevant, the same as the facts which have given rise to a liability to pay an additional fare and—

(a) the additional fare has been paid by him to London Transport within the period mentioned in subsection (3) of this section; or

(b) the amount of the additional fare is payable by him under a judgment of a county court.

(8) (a) In this section “the appointed day” means such day as may be fixed in accordance with paragraph (b) of this subsection by resolution of London Transport.

(b) London Transport shall publish in a newspaper circulating in the London boroughs of Tower Hamlets and Newham notice—

(i) of the passing of any such resolution and of the day fixed thereby; and



(ii) of the general effect of the provisions for the purposes of which the day has been fixed; and the day so fixed shall not be earlier than the expiration of 28 days from the date of the publication of the notice.

(c) A photostatic or other reproduction certified by the secretary of London Transport or some other person authorised by London Transport for that purpose to be a true reproduction of a page or part of a page of any newspaper, being a page or part of a page bearing the date of its publication and containing the notice mentioned in paragraph (b) of this subsection, shall be evidence of the publication of the notice and of the date of publication.

23. Notwithstanding the provisions of section 5 (Power to deviate) of the Act of 1984, London Transport may deviate vertically from the levels shown on the deposited sections in respect of so much of Work No. 4 of that Act as lies between a point 150 metres west of the centre of Millwall Cut and a point 350 metres south of the eastern end of the footbridge between Tiller Road and East Ferry Road to any extent upwards or downwards not exceeding 7 metres.

Amendment of power to deviate.

24. Section 18 (Incorporation of protective provisions) of the Act of 1984 shall have effect as if the provisions which are incorporated with, and form part of Part IV of, that Act included section 21 (As to metropolitan roads and road traffic, etc.) of the Act of 1975.

Amendment of section 18 of Act of 1984.

25.—(1) For the purposes of enabling the works to be constructed, maintained and operated London Transport may enter into such agreement with the development corporation as the parties think fit and, without prejudice to the generality of the foregoing, such agreement may provide—

Power to enter into agreements with London Docklands Development Corporation.

(a) for the use of the land of the development corporation for the purposes of constructing, maintaining and using the works and for the purchase or leasing of any such lands or the grant of easements and rights therein or thereover for such purposes; and

(b) for the development corporation to contribute to or pay all the expenditure incurred or to be incurred by London Transport in carrying out, maintaining and operating the works (including the acquisition of land), but no contribution or payment shall be made by the development corporation under any such agreement without the consent of the Secretary of State with the concurrence of the Treasury, as required by subsection (5) of section 136 of the Local Government, Planning and Land Act 1980.

1980 c. 65.

PART V  
—cont.

(2) No agreement under subsection (1) of this section shall enable the development corporation to dispose of any land (including any interest in or right over land) by way of gift, mortgage or charge.

Planning  
permission.

S.I. 1977/289.

26.—(1) In this section “Class XII development” means development authorised by Article 3 of, and Class XII in Schedule 1 to, the Town and Country Planning General Development Order 1977 (which permits development authorised by private Act designating specifically both the nature of the development thereby authorised and the land on which it may be carried out).

(2) Subject to the provisions of subsection (3) of this section, in its application to development authorised by this Act, the planning permission granted for Class XII development shall have effect as if the authority to develop given by this Act were limited to development begun by 31st December 1996.

(3) Subsection (2) of this section shall not apply to the carrying out of any development consisting of the alteration, maintenance or repair of works authorised by this Act or the substitution of new works therefor.

## Arbitration.

27. Where under this Act any difference (other than a difference to which the provisions of the Lands Clauses Acts, as applied by this Act, apply) is to be referred to or settled by arbitration, then, unless otherwise provided, such difference shall be referred to and settled by a single arbitrator to be agreed between the parties or, failing agreement, to be appointed, on the application of either party (after notice in writing to the other), by the President of the Institution of Civil Engineers.

## Costs of Act.

28. All costs, charges and expenses of and incident to the preparing for, obtaining and passing of this Act, or otherwise in relation thereto, shall be paid by London Transport and may in whole or in part be defrayed out of revenue.

SCHEDULE

Section 7.

HIGHWAYS IN THE LONDON BOROUGH OF TOWER HAMLETS REFERRED  
TO IN SECTION 7 (AS TO CERTAIN BRIDGES AND STREETS IN TOWER  
HAMLETS) OF THIS ACT

Poplar High Street.  
East India Dock Road.  
Susannah Street.  
Brownfield Street.  
Willis Street.  
Devons Road.  
Bow Road.



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# London Docklands Railway Act 1985

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## SCHEDULE.