

ELIZABETH II



1990 CHAPTER xxiii

An Act to empower the Greater Manchester Passenger Transport Executive to construct further works and to acquire lands; to confer further powers on the Executive; and for other purposes. [26th July 1990]

WHEREAS the area of the Greater Manchester Passenger Transport Executive (hereinafter referred to as "the Executive") is the metropolitan county of Greater Manchester:

And whereas it is the duty of the Executive under the Transport Act 1968 1968 c. 73. to secure the provision of such public passenger transport services as they consider it appropriate to secure for meeting any public transport requirements within their area in accordance with policies formulated by the passenger transport authority for their area:

And whereas the further extension of the light rapid transit system which the Executive are authorised to provide would be of great public advantage:

And whereas it is expedient that the Executive should be empowered to construct the works authorised by this Act and to acquire or use the lands referred to in this Act:

And whereas it is expedient that the other powers in this Act contained should be conferred upon the Executive and that the other provisions in this Act should be enacted:

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And whereas plans and sections showing the lines or situations and levels of the works authorised 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 lands which may be acquired or used compulsorily under the powers of this Act, have been deposited in the office of the Clerk of the Parliaments and in the Private Bill Office, House of Commons, with the town clerk and chief executive of the Council of the City of Manchester, the chief executive of the Council of the City of Salford, the chief executive of the Bury Borough Council, the chief executive and town clerk of the Rochdale Borough Council and the chief executive of the Trafford Borough Council and such plans, sections and book of reference are in this Act respectively referred to as the deposited plans, the deposited sections and the deposited book of reference:

And whereas the purposes of this Act cannot be effected without the authority of Parliament:

1968 c. 73.

And whereas the Greater Manchester Passenger Transport Authority have approved the promotion of the Bill for this Act pursuant to section 10 (1) (xxix) of the Transport Act 1968:

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

Citation.

1. This Act may be cited as the Greater Manchester (Light Rapid Transit System) (No. 2) Act 1990.

Interpretation.

2.—(1) In this Act, unless the context otherwise requires—

“the authorised works” means the works authorised by this Act;

“the Executive” means the Greater Manchester Passenger Transport Executive;

“the railways board” means the British Railways Board;

“the tramroads” means Works Nos. 4, 5, 7, 8, 10A, 10B and 11;

“the tramway” means Work No. 9;

“the tribunal” means the Lands Tribunal.

(2) Where in this Act any distance or length is stated, or any reference point is referred to, in any description of works or functions, the reference to that distance, length or reference point shall be construed as if the words “or thereabouts” were inserted after such distance, length or reference point (as the case may be).

(3) Unless the context otherwise requires, any reference in this Act to a work identified by the number of the work shall be construed as a reference to the work of that number authorised by this Act.

(4) References in this Act to reference points shall be construed as references to National Grid reference points.

3.—(1) Part I of the Compulsory Purchase Act 1965 (except sections 4 and 27 thereof and paragraph 3 (3) of Schedule 3 thereto), in so far as it is applicable for the purposes of this Act and is not inconsistent with the provisions thereof, shall apply to the compulsory acquisition of land under this Act as it applies to a compulsory purchase to which Part II of the Acquisition of Land Act 1981 applies and as if this Act were a compulsory purchase order under the said Act of 1981.

PART I
—cont.
Application of
Part I of
Compulsory
Purchase Act
1965.
1965 c. 56.
1981 c. 67.

(2) In subsection (1) of section 11 of the said Act of 1965, as so applied, for the words “fourteen days” there shall be substituted the words “three months”.

(3) The Lands Clauses Consolidation Act 1845 shall not apply to the acquisition of land under this Act.

1845 c. 18.

PART II

FURTHER EXTENSION OF LIGHT RAPID TRANSIT SYSTEM

4. Subject to the provisions of this Act, the Executive 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:—

Power to
make works.

In the city of Salford—

Work No. 4 A tramroad 851 yards (778 metres) in length (double line) commencing at a junction with Work No. 1 shown on the plans deposited in November 1987 in connection with the Greater Manchester (Light Rapid Transit System) Act 1990 at reference point SJ 81104 97558 passing thence in a south-westerly direction along the northern side of the No. 9 Dock of the Manchester Ship Canal Company and thence in a northerly direction and terminating on the southern side of Broadway at reference point SJ 80506 97648;

1990 c. xv.

In the city of Manchester—

Work No. 5 A tramroad 2,105 yards (1,925 metres) in length (double line) commencing by a junction with the Collyhurst Connecting Line No. 2 of the railways board at reference point SD 85095 00159 passing thence in an easterly direction to the south of the course of the Manchester Loop Railway of the railways board and terminating by a junction with the commencement of Work No. 7 at reference point SD 86841 00543;

Work No. 6 A deviation of the existing Manchester to Normanton Railway of the railways board 492 yards (450 metres) in length (double line) commencing at reference point SD 86863 00456 passing thence in a north-easterly direction and terminating at reference point SD 87256 00696 on the Manchester to Normanton Railway of the railways board including the abandonment of so much of the said railway as lies between the points marked “A” and “B” on the deposited plans;

Work No. 7 A tramroad 667 yards (610 metres) in length (double line) commencing by a junction with the termination of Work No. 5 passing thence in an easterly direction and terminating by a junction with the Hollinwood Branch Railway of the railways board at reference point SD 87409 00745;

PART II
—cont.

In the borough of Rochdale—

Work No. 8 A tramroad 946 yards (865 metres) in length (single line) commencing by a junction with the Middleton Junction to Rochdale Railway of the railways board at reference point SD 90893 13066 passing thence in a westerly direction and terminating on the eastern side of High Level Road at reference point SD 90106 12775 including the abandonment of so much of the said railway as lies between the points marked “C” and “D” on the deposited plans;

Work No. 9 A tramway 208 yards (190 metres) in length (double line) commencing at the termination of Work No. 8 passing thence in a south-westerly direction along High Level Road and terminating at reference point SD 89942 12681;

In the borough of Trafford—

Work No. 10A A tramroad 574 yards (525 metres) in length (single line) commencing by a junction with the Manchester South Junction and Altrincham Railway of the railways board at reference point SJ 81648 96110 passing thence in a south-westerly direction across Elsinore Road and terminating by a junction with the Manchester South District Railway of the railways board at reference point SJ 81542 95634;

Work No. 10B A tramroad 273 yards (250 metres) in length (single line) commencing by a junction with the Manchester South Junction and Altrincham Railway of the railways board at reference point SJ 81645 96112 passing thence in a south-westerly direction and terminating by a junction with the Manchester South District Railway of the railways board at reference point SJ 81499 95929;

In the city of Manchester—

Work No. 11 A tramroad 875 yards (800 metres) in length (double line) commencing by a junction with the Manchester South District Railway and Manchester Central Station Line of the railways board at reference point SJ 82342 93659 passing thence in a south-easterly direction along the line of the dismantled Manchester South District Railway of the railways board and terminating at reference point SJ 83023 93233.

Further works
and powers.

5.—(1) Subject to the provisions of this Act, the Executive may make and maintain the further works described in this section, with all necessary works and conveniences connected therewith, and may stop up and discontinue so much of the street in the borough of Rochdale known as High Level Road as lies between the points marked “R” and “S” on the deposited plans.

(2) After the stopping up of any part of a street under subsection (1) above, all rights of way over or along the part of the street so stopped up shall be extinguished.

(3) In the exercise of the powers of subsection (1) above, the Executive may place such bollards or other obstructions for preventing the passage of vehicles as they consider appropriate and as may be agreed by the highway authority.

Gauge of
tramroads and
tramway.

6. The tramroads and the tramway shall be constructed on a gauge of 4 feet 8½ inches (1.435 metres).

7. Subject to the provisions of this Act, the Executive in constructing the authorised works may deviate from the lines thereof shown on the deposited plans to any extent within the limits of deviation shown on those plans and may deviate vertically from the levels shown on the deposited sections to any extent upwards or downwards and in constructing the tramroads and the tramway they may alter the radius of any curve described on the deposited plans and increase or diminish any inclination or gradient shown thereon.

PART II
—cont.
Power to deviate.

8. The tramroads and the tramway shall not be opened for public traffic until they have been inspected and certified to be fit for such traffic by the Secretary of State.

Approval
of Secretary
of State.

9. For the purposes of Parts II and III of the Tramways Act 1870, the Regulation of Railways Act 1871 and Schedule 2 to the Telecommunications Act 1984 the tramroads shall be deemed to be tramways.

Certain works
to be deemed
tramways, etc.
1870 c. 78.
1871 c. 78.
1984 c. 12.

10.—(1) The provisions of Part II of the Greater Manchester (Light Rapid Transit System) Act 1988 (except section 5 (1) and (2) and sections 6, 7, 8, 11, 13, 21 and 22) and of section 43 (For protection of electricity, gas and water undertakers), section 44 (For protection of North West Water Authority) and section 46 (Carriages deemed to be public service vehicles) of that Act shall apply for the purposes of this Act.

Extension of
powers, etc.
1988 c. i.

(2) The provisions of the said Act of 1988 so applied shall have effect as if—

- (a) any reference to the light rapid transit system included a reference to the authorised works;
- (b) any reference to the tramroads or the tramways included a reference to the tramroads or, as the case may be, the tramway within the meaning of this Act;
- (c) any reference to the said Act of 1988 (except a reference to a particular section of that Act) included a reference to this Act;
- (d) section 10 (Power to cross streets on the level) included a reference to Elsinore Road in the borough of Trafford and, in relation to streets crossed by Works Nos. 10A and 10B, subsection (1) of that section referred to a single rather than a double line;
- (e) the references to section 23 of the said Act of 1988 in paragraph (2) of the said section 43 and to sections 15, 16 and 44 of the said Act of 1988 in paragraph (5) of the said section 43 included references to those sections as applied by this Act;
- (f) the reference to the deposited plans in paragraph (3) of the said section 43 included a reference to the plans deposited in connection with the Bill for this Act.

(3) Section 9 (Agreements with railways board, etc.) of the Greater Manchester (Light Rapid Transit System) (No. 2) Act 1988 shall have effect as if the reference therein to the authorised works included a reference to the works authorised by this Act, the references therein to the light rapid transit system included references to those works and the references therein to the existing railways included references to so much of the Cheetham Hill to Radcliffe Railway of the railways board as lies between Cheetham Hill Junction and Queens Road Junction and all works and conveniences provided in connection with the said railway, as existing, altered or constructed (as the case may be) from time to time.

1988 c. ii.

PART III

LANDS

Power to
acquire lands.

11.—(1) Subject to the provisions of this Act, the Executive 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 authorised works or for any purpose connected with, or ancillary to, their undertaking.

(2) Without prejudice to the generality of subsection (1) above, the Executive may enter upon, take and use for the purpose of constructing a car park the lands numbered on the deposited plans 1 in the borough of Bury and for the purpose of constructing stations and pedestrian access roads thereto the lands numbered on the deposited plans 1, 2, 3, 4, 5, 6, 14, 15 and 16 in the city of Manchester and 146 and 147 in the borough of Trafford.

(3) The Executive shall not under the powers of this section enter upon, take or use the lands delineated on the deposited plans and described in the deposited book of reference and therein numbered 1 to 145 inclusive in the borough of Trafford or any part of those lands.

Correction of
errors in
deposited plans
and book of
reference.

12.—(1) If the deposited plans or the deposited book of reference are inaccurate in their description of any land, or in their statement or description of the ownership or occupation of any land, the Executive after giving not less than 10 days' notice to the owner, lessee and occupier of the land in question may apply to two justices having jurisdiction in the place where the land is situated for the correction thereof.

(2) If on any such application it appears to the justices that the misstatement or wrong description arose from mistake, the justices shall certify the fact accordingly, and shall in their certificate state in what respect any matter is misstated or wrongly described.

(3) The certificate shall be deposited in the office of the Clerk of the Parliaments, and a copy thereof in the Private Bill Office, House of Commons, with the town clerk and chief executive of the Council of the City of Manchester, the chief executive of the Council of the City of Salford, the chief executive of the Bury Borough Council, the chief executive and town clerk of the Rochdale Borough Council and the chief executive of the Trafford Borough Council and thereupon the deposited plans and the deposited book of reference shall be deemed to be corrected according to the certificate, and it shall be lawful for the Executive to take the land and execute the works in accordance with the certificate.

(4) A person with whom a copy of the certificate is deposited under this section shall keep it with the other documents to which it relates.

Disregard of
recent
improvements
and interests.

13. In determining a question with respect to compensation claimed in consequence of the compulsory acquisition of land under this Act, the tribunal shall not take into account any interest in land, or any enhancement of the value of any interest in land, by reason of any building erected, works executed or improvement or alteration made, whether on the land acquired or on any other land with which the claimant is, or was at the time of erection, executing or making of the building, works, improvement or alteration, directly or indirectly concerned, if the tribunal are satisfied that the creation of the interest, the erection of the building, the execution of the works or the making of the improvement or alteration, as the case may be, was not reasonably necessary and was undertaken with a view to obtaining compensation or increased compensation.

14.—(1) All private rights of way over any land that may be acquired compulsorily under this Act shall be extinguished on the acquisition of the land, whether compulsorily or by agreement or on the entry on the land in pursuance of section 11(1) of the Compulsory Purchase Act 1965, as applied by this Act, whichever is the sooner.

PART III
—cont.

Extinction of
private rights
of way.

1965 c. 56.

(2) Any person who suffers loss by the extinguishment of any right under this section shall be entitled to be paid by the Executive compensation to be determined in case of dispute by the tribunal.

15.—(1) The powers of the Executive for the compulsory acquisition of the lands which they are authorised to acquire by this Part of this Act shall not be exercised after 31st December 1994.

Period for
compulsory
purchase of
lands.

(2) The powers of the Executive for the compulsory acquisition of the said lands shall for the purposes of this section be deemed to have been exercised if before 31st December 1994, notice to treat has been served in respect of those lands.

PART IV

PROTECTIVE PROVISIONS

16. For the protection of the railways board the following provisions shall, unless otherwise agreed in writing between the Executive and the railways board, have effect:—

For protection
of British
Railways
Board.

(1) In this section—

“construction” includes execution, placing, alteration and reconstruction and “construct” and “constructed” have corresponding meanings;

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

“plans” includes sections, drawings, specifications, soil reports, calculations and descriptions (including descriptions of methods 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 and includes any land held or used by the railways board for the purposes of such railway or works;

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

(2) (a) The Executive shall not under the powers of this Act acquire compulsorily any railway property or any other land of the railways board but—

(i) they may, with the consent of the railways board, which consent shall not be unreasonably withheld, acquire such easements or other rights in any railway property or any other land of the railways board delineated on the deposited plans as they may reasonably require for the purposes of the specified works;

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PART IV
—cont.

(ii) they shall not in any event seek to acquire any easements or other rights in respect of any part of the Newton Heath maintenance depot of the railways board which is comprised in the land numbered on the deposited plans 17 in the city of Manchester;

(b) The Executive shall fence off the specified works from railway property or any other land of the railways board to the reasonable satisfaction of the engineer where so required by him:

(3) Notwithstanding the provisions of section 7 (Power to deviate) of this Act or anything shown on the deposited plans and sections, the Executive —

(a) shall so construct Works Nos. 5 and 8 as to ensure that the distance measured horizontally between the outer edge of the rail comprised in those works which is nearest to the lines of rail forming part of the adjoining railway of the railways board and the outer edge of the nearest rail of that railway is not less than 3.5 metres;

(b) shall, in the construction of Work No. 6, provide to the reasonable satisfaction of the engineer, all necessary connections between the Manchester to Normanton Railway of the railways board and the siding serving the premises of Quick Mix Concrete;

(c) shall not construct any part of Work No. 7 through or under the southernmost span of the bridge carrying Thorp Road over the Hollinwood Branch Railway of the railways board;

(d) shall so construct Work No. 7 as to ensure that the distance measured horizontally between the top of the southern retaining wall to be comprised in Work No. 7 and the outer edge of the nearer rail forming part of the siding serving the premises of Quick Mix Concrete is not less than 2.5 metres:

(4) During the construction of the specified works the Executive shall at all times ensure reasonable access to, and egress from —

(a) any station, depot or other operational premises of the railways board for vehicles and pedestrians;

(b) any other railway property of the railways board and their agents, contractors and employees (with or without vehicles, plant, machinery and materials):

(5) The Executive shall before commencing the specified works (other than works of maintenance or repair) furnish to the railways board proper and sufficient plans thereof 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:

Provided that if within 56 days after such plans have been furnished to the railways 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:

(6) If within 56 days after such plans have been furnished to the railways board, the railways board shall give notice to the Executive 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 or the safe operation of traffic on the railways of the railways board then, if the Executive desire

such part of the specified works to be constructed, the railways board shall construct the same with all reasonable dispatch on behalf of and to the reasonable satisfaction of the Executive in accordance with the plans approved or deemed to be approved or settled as aforesaid:

PART IV
—cont.

(7) 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 specified works to ensure the safety or stability of railway property and such protective works as may be reasonably necessary for those purposes shall be constructed by the railways board or by the Executive, if the railways board so desire, with all reasonable dispatch and the Executive shall not commence the construction of the specified works until the engineer shall have notified the Executive that the protective works have been completed to his reasonable satisfaction:

(8) (a) The Executive shall give to the railways board notice in writing of their intention to commence the construction of any of the specified works in accordance with sub-paragraph (b) below and, except in emergency (when they shall give such notice as may be reasonably practicable), also of their intention to carry out any works for the maintenance or renewal of the specified works;

(b) The period of notice required to be given by the Executive to the railways board by virtue of sub-paragraph (a) above shall be—

(i) 6 months in any case where the engineer, upon signifying his approval or disapproval of plans furnished to the railways board under paragraph (5) above, has reasonably given it as his opinion that the construction, maintenance or renewal of the specified works will require the Executive to have temporary occupation of the permanent way of the railway (including land lying within a distance of 2 metres from any outer rail of the railway) or will necessitate the imposition of speed restrictions, or the substitution, diversion or suspension of train services; and

(ii) 28 days in all other cases:

(9) The specified works shall, when commenced, be carried out—

(a) with all reasonable dispatch in accordance with the plans approved or deemed to have been approved or settled as aforesaid;

(b) under the supervision (if given) and to the reasonable satisfaction of the engineer;

(c) in such manner as to cause as little damage to railway property as may be; and

(d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe user of any railway of the railways board or the traffic thereon and the use by passengers of railway property;

and, if any damage to railway property or any such interference or obstruction shall be caused or take place, the Executive shall, notwithstanding any such approval as aforesaid, make good such damage and shall on demand 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, interference or obstruction:

PART IV
—cont.

(10) The Executive shall—

(a) at all times afford reasonable facilities to the engineer for access to the specified works during their construction;

(b) ensure access for the engineer at all reasonable times to all working sites, depots and premises at which materials to be employed in the construction of the specified works are being made, constructed or assembled;

(c) supply the engineer with all such information as he may reasonably require with regard to the specified works or the method of construction thereof:

(11) The railways board shall at all times afford reasonable facilities to the Executive and their agents for access to any works carried out by the railways board under this section during their construction and shall supply the Executive with such information as they may reasonably require with regard to such works or the method of construction thereof:

(12) If any alterations or additions, either permanent or temporary to railway property shall be reasonably necessary in consequence of the construction of the specified works, such alterations and additions may be effected by the railways board after not less than 28 days' notice has been given to the Executive and the Executive shall pay to the railways board on demand the cost thereof as certified by the engineer including, in respect of permanent alterations and additions, a capitalised sum representing the increased or additional cost of maintaining, working and, when necessary, renewing any such alterations or additions.

(13) The Executive 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 the Executive as provided by paragraph (6) above or in constructing any protective works under the provisions of paragraph (7) above including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those 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, watching, lighting and signalling railway property and for preventing as far as may be all interference, obstruction, danger or accident arising from the construction, maintenance, renewal, repair or failure of the specified works;

(c) in respect of any special traffic working resulting from any speed restrictions which are necessary as a result of the construction, maintenance, renewal, repair or failure of the specified works and which may in the opinion of the engineer be required to be imposed or from the substitution, suspension or diversion of services which may be 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 as a result of the specified works or the failure thereof;

(e) in respect of the approval by the engineer of plans submitted by the Executive and the supervision by him of the specified works:

- (14) If at any time after the completion of the specified works, not being works vested in the railways board, the railways board shall give notice to the Executive informing them that the state of repair of the specified works appears to be such as prejudicially to affect railway property, the Executive shall, on receipt of such notice, take such steps as may be reasonably necessary to put the specified works in such state of repair as not prejudicially to affect railway property and, if and whenever the Executive fail to do so, the railways board may make and do in and upon the land of the railways board or of the Executive all such works and things as shall be requisite to put the specified works in such state of repair as aforesaid and the cost and expenses reasonably incurred by the railways board in so doing shall be repaid to them by the Executive:
- (15) All temporary structures, erections, works, apparatus and appliances erected or placed by the Executive under the powers of this Act upon, over or under any railway of the railways board shall, as soon as reasonably practicable, be removed by the Executive at times to be agreed with, and to the reasonable satisfaction of, the engineer and in such a way as to cause as little damage to railway property and as little interference with, or delay or interruption to, the traffic on the railways of the railways board as may be; and if any damage to railway property or such interference, delay or interruption shall be caused by any such failure to remove any such temporary structures, erections, works, apparatus or appliances, the Executive shall forthwith make good such damage and pay to the railways board the reasonable costs and expenses to which they may be put and reasonable compensation for any loss which they may sustain by reason of such damage, interference, delay or interruption:
- (16) If it shall be necessary for the protection and safety of railway property for the railways board to purchase any minerals for the support of such property or to pay compensation for any minerals to be left unworked for the support thereof and the specified works also derive support from such minerals, the Executive shall repay to the railways board a reasonable proportion of the amount paid by the railways board for or in respect of such minerals and the costs and expenses incurred by the railways board in relation to any such purchase or payment of compensation:
- (17) Before providing any illumination or illuminated traffic sign on or in connection with the specified works or in the vicinity of any railway of the railways board, the Executive shall consult with the railways board and comply with their reasonable requirements in regard thereto with a view to ensuring that such illumination or illuminated sign could not be confused with any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway:
- (18) Any additional expense which the railways board may reasonably incur after giving 56 days' notice to the Executive in widening, altering, reconstructing or maintaining railway property under any powers existing at the passing of this Act by reason of the existence of the specified works shall be repaid by the Executive to the railways board:
- (19) If the Executive construct any part of Work No. 9 in, on or over High Level Road (including the bridges and retaining walls

PART IV
—cont.

comprised therein) or if they appropriate any part of that road or those bridges or retaining walls for the purpose of Work No. 9, the Executive shall effectively indemnify and hold harmless the railways board from and against all charges, claims, demands, expenses and liability which may arise under any enactment or under any deed, conveyance, covenant, agreement, or other instrument relating to those bridges or retaining walls:

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

- (20) The Executive 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 specified works or the failure thereof; or

(b) by reason of any act or omission of the Executive or of any persons in their employ or of their contractors or others whilst engaged upon the specified works;

and the Executive shall effectively indemnify and hold harmless the railways board from and against all claims and demands arising out of or in connection with the specified works or any such failure, act or omission as aforesaid and the fact that any act or thing may have been done by the railways board on behalf of the Executive or 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 railways board or of any person in their employ or of their contractors or agents) excuse the Executive from any liability under the provisions of this section:

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

1988 c. i.

- (21) Section 42 (For further protection of British Railways Board) of the Greater Manchester (Light Rapid Transit System) Act 1988 shall have effect as if the references therein to the light rapid transit system included references to Works Nos. 4, 5, 7, 8, 9, 10A, 10B and 11 and to any part of the Cheetham Hill to Radcliffe Railway of the railways board transferred to, and vested in, the Executive by agreement with the railways board under this Act:

- (22) Any difference arising between the Executive 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 in the manner provided by section 47 of the Greater Manchester (Light Rapid Transit System) Act 1988.

For protection of
Manchester Ship
Canal Company.

17. For the protection of the Manchester Ship Canal Company the following provisions shall, unless otherwise agreed in writing between the Executive and the Canal Company, have effect: —

- (1) In this section —

“the Canal Company” means the Manchester Ship Canal Company and subsidiary companies;

“the signed plans” means the plans prepared in quadruplicate and signed by Miss Betty Boothroyd the Chairman of the Committee of the House of Commons to which the Bill for this Act was referred, one copy of which has been deposited in the office of the Clerk of the Parliaments, one in the Private Bill Office in the House of Commons, one with the Executive and one with the Canal Company;

“construction” includes execution, placing, alteration and reconstruction and “construct” and “constructed” have corresponding meanings;

“the engineer” means an engineer to be appointed by the Canal Company;

“plans” includes sections, drawings, specifications, soil reports, calculations and descriptions (including descriptions of methods of construction);

“canal property” means any canals, railways, roads, bridges, culverts, lands, buildings or developments of the Canal Company and any works connected therewith for the maintenance or operation of which the Canal Company are responsible and includes any land held or used by the Canal Company for the purposes of such canals, railways, roads, bridges, culverts, lands, buildings, works or developments;

“specified works” means so much of the authorised works as may be situated upon, across, under or over or within 15 metres of, or may in any way affect, canal property and includes the construction, maintenance, alteration and renewal of the specified works:

- (2) Notwithstanding anything in section 11 (Power to acquire lands) of this Act, the Executive shall not acquire compulsorily any of the canal property shown coloured pink on the signed plans:
- (3) Notwithstanding anything in section 7 (Power to deviate) of this Act, the Executive in constructing Work No. 4 in respect of canal property shall not deviate from the centre line shown on the signed plans without the consent in writing of the engineer which consent shall not be unreasonably withheld:
- (4) The Executive shall before commencing the specified works (other than works of maintenance or repair) furnish to the Canal Company proper and sufficient plans thereof 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:

Provided that if within 56 days after such plans have been received by the Canal Company the engineer shall not have intimated his disapproval thereof and the grounds of his disapproval he shall be deemed to have approved the same:

- (5) If within 56 days after such plans have been received by the Canal Company, the Canal Company shall give notice to the Executive that the Canal Company desire themselves to construct any part of the specified works which in the opinion of the engineer will or may affect the stability of canal property or the safe operation of traffic on the canals, railways, roads, bridges, lands or developments of the Canal Company then, if the Executive desire such part of the specified works to be constructed the Canal Company shall construct the same with all reasonable dispatch on

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—cont.

behalf of and to the reasonable satisfaction of the Executive in accordance with the plans approved or deemed to be approved or settled as aforesaid:

- (6) 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 specified works to ensure the safety or stability of canal property and such protective works as may be reasonably necessary for those purposes shall be constructed by the Canal Company or by the Executive, if the Canal Company so desire, with all reasonable dispatch and the Executive shall not commence the construction of the specified works until the engineer shall have notified the Executive that the protective works have been completed to his reasonable satisfaction:
- (7) (a) The Executive shall give to the Canal Company notice in writing of their intention to commence the construction of any of the specified works in accordance with sub-paragraph (b) below and, except in emergency (when they shall give such notice as may be reasonably practicable), also of their intention to carry out any works for the maintenance or renewal of the specified works;
- (b) The period of notice required to be given by the Executive to the Canal Company by virtue of sub-paragraph (a) above shall be—
- (i) 6 months in any case where the engineer, upon signifying his approval or disapproval of plans furnished to the Canal Company under paragraph (3) above, has reasonably given it as his opinion that the construction, maintenance or renewal of the specified works will require the Executive to have temporary occupation of canal property (including land lying within a distance of 15 metres from any canals, railways, roads, bridges, culverts, lands, buildings, works or developments) or will necessitate the imposition of restrictions, to the navigation of the canals or the imposition of speed and traffic restrictions on railways, roads and bridges; and
- (ii) 28 days in all other cases:
- (8) The specified works shall, when commenced, be carried out—
- (a) with all reasonable dispatch in accordance with the plans approved or deemed to have been approved or settled as aforesaid;
- (b) under the supervision (if given) and to the reasonable satisfaction of the engineer;
- (c) in such manner as to cause as little damage to canal property as may be; and
- (d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe user of any canals, railways, roads, bridges, culverts, lands, buildings, works or developments of the Canal Company or the traffic thereon;
- and, if any damage to canal property or any such interference or obstruction shall be caused or take place, the Executive shall, notwithstanding any such approval as aforesaid, make good such damage and shall on demand pay to the Canal Company all reasonable expenses to which they may be put and compensation for any loss which they may sustain by reason of any such damage, interference or obstruction:

(9) The Executive shall —

(a) at all times afford reasonable facilities to the engineer for access to the specified works during their construction;

(b) ensure access for the engineer at all reasonable times to all working sites, depots and premises at which materials to be employed in the construction of the specified works are being made, constructed or assembled;

(c) supply the engineer with all such information as he may reasonably require with regard to the specified works or the method of construction thereof:

(10) The Canal Company shall at all times afford reasonable facilities to the Executive and their agents for access to any works carried out by the Canal Company under this section during their construction and shall supply the Executive with such information as they may reasonably require with regard to such works or the method of construction thereof:

(11) If any alterations or additions, either permanent or temporary to canal property shall be necessary in consequence of the construction of the specified works, such alterations and additions may be effected by the Canal Company after not less than 28 days' notice has been given to the Executive and the Executive shall pay to the Canal Company on demand the cost thereof as certified by the engineer including, in respect of permanent alterations and additions, a capitalised sum representing the increased or additional cost of maintaining, working and, when necessary, renewing any such alterations or additions:

(12) The Executive shall repay to the Canal Company all costs, charges and expenses reasonably incurred by the Canal Company —

(a) in constructing any part of the specified works on behalf of the Executive as provided by paragraph (5) above or in constructing any protective works under the provisions of paragraph (6) above including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works:

(b) 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 canal property and for preventing as far as may be all interference, obstruction, danger or accident arising from the construction, maintenance, renewal, repair or failure of the specified works;

(c) in respect of any special navigation or traffic procedures resulting from any restrictions which are necessary as a result of the construction, maintenance, renewal, repair or failure of the specified works and which may in the opinion of the engineer be required to be imposed or from the suspension of navigation or traffic which may be necessary for the same reason;

(d) in respect of any additional temporary lighting of canal property in the vicinity of the specified works being lighting made reasonably necessary as a result of the specified works or the failure thereof;

(e) in respect of the approval by the engineer of plans submitted by the Executive and the supervision by him of the specified works:

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—cont.

- (13) If at any time after the completion of the specified works, not being works vested in the Canal Company, the Canal Company shall give notice to the Executive informing them that the state of repair of the specified works appears to be such as prejudicially to affect canal property, the Executive shall, on receipt of such notice, take such steps as may be reasonably necessary to put the specified works in such state of repair as not prejudicially to affect canal property and, if and whenever the Executive fail to do so, the Canal Company may make and do in and upon the land of the Canal Company or of the Executive all such works and things as shall be requisite to put the specified works in such state of repair as aforesaid and the cost, expenses and losses incurred by the Canal Company in so doing shall be repaid to them by the Executive:
- (14) All temporary structures, erections, works, apparatus and appliances erected or placed by the Executive under the powers of this Act upon, over or under any canal property of the Canal Company shall, as soon as reasonably practicable, be removed by the Executive at times to be agreed with, and to the reasonable satisfaction of, the engineer and in such a way as to cause as little damage to canal property and as little interference with, or delay or interruption to, the traffic on the canals, railways, roads, bridges, culverts, land or developments of the Canal Company as may be; and if any damage to canal property or such interference, delay or interruption shall be caused by any such failure to remove any such temporary structures, erections, works, apparatus or appliances, the Executive shall forthwith make good such damage and pay to the Canal Company the costs and expenses to which they may be put and compensation for any loss which they may sustain by reason of such damage, interference, delay or interruption:
- (15) If it shall be necessary for the protection and safety of canal property for the Canal Company to purchase any minerals for the support of such property or to pay compensation for any minerals to be left unworked for the support thereof and the specified works also derive support from such minerals, the Executive shall repay to the Canal Company a proportion of the amount paid by the Canal Company for or in respect of such minerals and the costs and expenses incurred by the Canal Company in relation to any such purchase or payment of compensation:
- (16) Before providing any illumination or illuminated traffic sign on or in connection with the specified works or in the vicinity of any canals, railways, roads, bridges, culverts, lands or developments of the Canal Company, the Executive shall consult with the Canal Company and comply with their reasonable requirements in regard thereto with a view to ensuring that such illumination or illuminated sign could not be confused with any other light used for controlling, directing or securing the safety of traffic on the canals, railways, roads, bridges, culverts, lands or development:
- (17) Any additional expense which the Canal Company may reasonably incur after giving 56 days' notice to the Executive in widening, altering, reconstructing or maintaining canals, railways, roads, bridges, culverts, land or canal property under any powers existing at the passing of this Act by reason of the existence of the specified works shall be repaid by the Executive to the Canal Company:

(18) The Executive shall be responsible for and make good to the Canal Company all costs, charges, damages and expenses not otherwise provided for in this section which may be occasioned to or reasonably incurred by the Canal Company —

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—cont.

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

(b) by reason of any act or omission of the Executive or of any persons in their employ or of their contractors or others whilst engaged upon the specified works;

and the Executive shall effectively indemnify and hold harmless the Canal Company from and against all charges, claims, demands, expenses and liabilities arising out of or in connection with the specified works or any such failure, act or omission as aforesaid and the fact that any act or thing may have been done by the Canal Company on behalf of the Executive or 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 Canal Company or of any person in their employ or of their contractors or agents) excuse the Executive from any liability under the provisions of this section:

Provided that the Canal Company shall give to the Executive reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of the Executive:

(19) Any difference arising between the Executive and the Canal Company under this section (other than a difference as to the meaning or construction of this section) shall be referred to and settled by arbitration in the manner provided by section 47 of the Greater Manchester (Light Rapid Transit System) Act 1988.

1988 c. i.

PART V

MISCELLANEOUS

18. In their application to development authorised by Part II (Further extension of light rapid transit system) of this Act, Article 3 of, and Class A in Part 11 of Schedule 2 to, the Town and Country Planning General Development Order 1988 shall have effect as if the authority to develop given by this Act in respect of the authorised works were limited to such development begun within 10 years after the passing of this Act.

Saving for town
and country
planning.

S.I. 1988/1813.



Greater Manchester (Light Rapid Transit System) (No. 2) Act 1990

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ARRANGEMENT OF SECTIONS

PART I

PRELIMINARY

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LANDS

Section

11. Power to acquire lands.
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PART IV

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16. For protection of British Railways Board.
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18. Saving for town and country planning.