



London Underground (Safety Measures) Act 1991

1991 CHAPTER xviii

PART V

MISCELLANEOUS

29 Agreements with British Railways Board

(1) In this section—

“the designated lands” means so much of the lands of the railways board as are situated within the limits of deviation; and

“the specified works” means so much of Works Nos. 1 to 8 (Works at London Bridge) as is to be constructed on the designated lands.

(2) Subject as may be otherwise agreed in writing between the Company 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 the Company or the railways board, or by the Company and the railways board jointly, in accordance with such terms and conditions as may be agreed in writing between the Company 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 the Company or by the railways board, or by the Company and the railways board jointly;
- (b) for the exercise by the railways board or by the Company, or by the railways board and the Company jointly, of all or any of the powers and rights of the railways board or the Company (as the case may be) in respect of any part of the designated lands or the specified works under any enactment or contract.

Status: This is the original version (as it was originally enacted). This item of legislation is currently only available in its original format.

- (3) The exercise by the Company or by the railways board, or by the Company 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) above shall be subject to all statutory and contractual provisions relating thereto as would apply if such powers and rights were exercised by the Company 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 the Company or by the railways board, or by the Company and the railways board jointly, as the case may be.
- (4) The Company and the railways board may enter into and carry into effect agreements for the transfer to the Company, or the Company and the railways board jointly, of any part of the designated lands.
- (5) Any difference between the Company and the railways board under this section (other than a difference as to its meaning and construction) shall be referred to and settled by arbitration.