



London Underground (King's Cross) Act 1993

1993 CHAPTER i

PART IV

GENERAL

19 Incorporation of protective provisions

- (1) The following provisions of the undermentioned Acts are, with the necessary modifications, incorporated with this Act:—

The Act of 1963—

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

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).

- (2) The provisions of the said section 13 of the Act of 1976, as so incorporated, shall have effect as if—

- (a) for references to the Thames Water Authority there were substituted references to Thames Water Utilities Limited;
- (b) 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 10 (Incorporation of works provisions) of this Act; and
- (c) 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 the works.

- (3) The provisions of the said section 17 of the Act of 1981, as so incorporated, shall have effect as if—

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- (a) paragraph (2) of that section were omitted;
- (b) for reference to Work No. 2 of the Act of 1981 there were substituted reference to the works; and
- (c) for any reference to British Telecommunications there were substituted a reference to a public telecommunications operator as defined in section 9 (3) of the Telecommunications Act 1984.

20 For protection of British Railways Board

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

(1) In this section—

“construction” includes execution, placing and altering and “construct” and “constructed” shall be construed accordingly;

“designated property” means any railways of the railways board and any works connected therewith for the maintenance or operation of which the railways board are responsible and includes any lands, premises, arches, cellars or vaults held or used by the railways board for the purposes of such railways or works;

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

“plans” includes sections, drawings and particulars and “approved plans” means plans approved or deemed to be approved or settled by arbitration in accordance with the provisions of this section; and

“the specified works” means so much of the Company’s works as may be situated within 15 metres of, or may in any way affect, designated property and includes the construction, reconstruction and maintenance of those works:

- (2) Notwithstanding anything in this Act or shown on the deposited plans, the Company shall not purchase compulsorily any designated property but they may purchase such easements or other rights in, under or over designated property in accordance with the provisions of section 12 (Power to acquire subsoil or new rights only in certain cases) or section 13 (Subsoil or new rights only to be acquired under certain lands) of this Act as they may reasonably require for the purpose of the specified works:
- (3) The Company shall, before commencing the specified works, furnish to the railways board proper and sufficient plans thereof for the approval of the engineer, whose approval shall not be unreasonably withheld, 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 has not intimated his disapproval thereof and the grounds of his disapproval, he shall be deemed to have approved the same.

- (4) If within 56 days after such plans have been furnished to the railways board the railways board give notice to the Company 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 designated property or the safe operation of the railways of the railways board, then, if the Company desire such part of the specified works to be constructed, the railways board shall construct it with all reasonable dispatch

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on behalf of and to the reasonable satisfaction of the Company in accordance with approved plans:

- (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 specified works to ensure the safety or stability of designated property and such protective works as may be reasonably necessary for those purposes shall be constructed with all reasonable dispatch and the Company shall not commence the construction of the specified works until the engineer has notified the Company that the protective works have been completed:
- (6) The railways board 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 designated property:
- (7) The specified works shall when commenced be carried out—
 - (a) with all reasonable dispatch in accordance with approved plans;
 - (b) under the supervision (if given) and to the reasonable satisfaction of the engineer; and
 - (c) in such manner as to cause—
 - (i) as little damage to designated property as may be; and
 - (ii) as little interference as may be with the conduct of traffic on any railway of the railways board and the use by passengers of designated property;and, if any damage to designated property or any such interference is caused by the carrying out of the specified works, the Company 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 or interference:

Provided that nothing in this paragraph shall impose any liability on the Company with respect to any damage, costs, expenses or loss which is attributable to the act, neglect or default of the railways board or their servants, contractors or agents:
- (8) The Company 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) The railways board shall at all times afford reasonable facilities to the Company and their agents for access to any works carried out by the railways board under this section during their construction and shall supply the Company 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 designated property are 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 effected by the railways

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board after not less than 28 days' notice in writing has been given to the Company and the Company shall pay to the railways board on demand the cost thereof as certified by the engineer:

- (11) The Company 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 Company as provided by paragraph (4) above or in constructing any protective works under the provisions of paragraph (5) above;
 - (b) in respect of the employment of any inspectors, signalmen, watchmen and other persons whom it is reasonably necessary to appoint for inspecting, watching, lighting and signalling any railway of the railways board and for preventing as 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 and which may be due to the construction or failure of the specified works or from the substitution, suspension or diversion of railway services of the railways board which may be necessary for the same reason;
 - (d) in respect of any additional temporary lighting of designated property in the vicinity of the specified works, being lighting made reasonably necessary during and by reason of the construction or failure of the specified works; and
 - (e) in respect of the supervision by the engineer of the specified works:
- (12) The Company 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; and
 - (b) by reason of any act or omission of the Company or of any persons in their employ or of their contractors or others whilst engaged upon the construction of the specified works;

and the Company shall effectively indemnify and hold harmless 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 by the railways board on behalf of the Company, or in accordance with approved plans, 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 whilst engaged upon the construction of the specified works) excuse the Company from any liability under the provisions of this section:

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

- (13) Any differences between the railways board and the Company under this section shall be referred to and settled by arbitration.

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21 For protection of highway authorities

For the protection of highway authorities the following provisions, shall, unless otherwise agreed in writing between the Company and the relevant highway authority, have effect:—

- (1) In this section—
 - “highway authority” means—
 - (a) the Secretary of State as the highway authority for the A.501 and A.41 trunk roads in relation to those roads; and
 - (b) the council of the London borough of Camden in whose area specified works are to be constructed in relation to other highways in that area;
 - “highway” means any highway vested in or repairable or maintainable by a highway authority;
 - “specified works” means so much of the works as may in any way affect any highway:
- (2) Notwithstanding anything in this Act or shown on the deposited plans, the Company shall not purchase compulsorily any estate or interest in land vested in the highway authority for highway purposes but they may purchase such easements or other rights in land of the highway authority in accordance with the provisions of section 12 (Power to acquire subsoil or new rights only in certain cases) of this Act as they may reasonably require for the purposes of the specified works:
- (3) The Company shall give to the highway authority not less than 28 days' notice in writing of their intention permanently to stop up and discontinue any highway under the powers of this Act:
- (4) The Company shall not exercise the powers of section 10 (Underpinning of houses near works) of the Act of 1965, as incorporated with this Act, so as to interfere with any highway except with the consent of the highway authority, which consent shall not be unreasonably withheld or delayed:
- (5) Before commencing the construction of any of the specified works, the Company shall submit plans, sections and particulars relating thereto to the highway authority for their approval, which shall not be unreasonably withheld, and, notwithstanding anything shown on the deposited plans and the deposited sections, the work to which those plans, sections and particulars relate shall not be constructed otherwise than in accordance with such plans, sections and particulars as may be approved by the highway authority as aforesaid, or, if such approval be refused, as may be settled by arbitration:

Provided that, if within 56 days after the submission to them of plans, sections and particulars in accordance with the provisions of this sub-paragraph the highway authority do not signify their approval or disapproval thereof and the grounds for such disapproval, they shall be deemed to have approved thereof:
- (6) (a) Before commencing to construct any part of the specified works which will involve interference with a highway the Company shall consult the highway authority as to—
 - (i) when that part shall be commenced;
 - (ii) the extent of the surface of the highway which it may be reasonably necessary for the Company to occupy in the construction of that part; and

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- (iii) the conditions under which that part shall be constructed so as to reduce 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 the Company except at the time, to the extent and in accordance with such reasonable conditions as may be agreed between the Company and the highway authority or, in default of agreement, as may be settled by arbitration;
- (b) Any such highway shall be reinstated by the Company in a manner approved by the highway authority, which approval shall not be unreasonably withheld, and to their reasonable satisfaction:
- (7) Any part of the construction of the specified works which may involve interference with a highway shall be carried out under the supervision (if given) and to the reasonable satisfaction of the highway authority:
- (8) The Company shall, at all reasonable times during the construction of any part of the specified works, afford to the engineer of the highway authority or his duly authorised representatives access to that part of the specified works for the purposes of inspection:
- (9) The Company shall keep the highway authority indemnified against all actions, costs, claims and demands whatsoever brought or made against the highway authority by any person in respect of loss or damage caused by, or in consequence of, the construction of any of the specified works and the fact that any act or thing may have been done in accordance with plans, sections and particulars approved by the highway authority or in accordance with any requirement of the highway authority or under their supervision shall not (if it was done without negligence on the part of the highway authority) excuse the Company from liability under the provisions of this paragraph:
- Provided that the highway authority shall give to the Company reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of the Company:
- (10) The Company shall repay to the highway authority all costs, charges and expenses reasonably incurred by the highway authority for the examination of the plans, sections and particulars submitted to the highway authority under this section in relation to any of the specified works:
- (11) Any differences arising between the Company and the highway authority under this section shall be referred to and settled by arbitration.

22 Planning permission

- (1) In this section “Part 11 development” means development authorised by article 3 of, and Class A in Part 11 of Schedule 2 to, the Town and Country Planning General Development Order 1988 (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) below, in its application to development authorised by this Act, the planning permission granted for Part 11 development shall have effect as if the authority to develop given by this Act were limited to development begun by 31st December 2001.

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- (3) Subsection (2) above 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.

23 Arbitration

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.

24 Costs of Act

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 the Company and may in whole or in part be defrayed out of revenue.