

SCHEDULES

SCHEDULE 12

Article 37

PROTECTION FOR LONDON UNDERGROUND LIMITED

1.—(1) For the protection of the Company the following provisions shall, unless otherwise agreed in writing between the undertaker and the Company for the purposes of this Schedule, have effect.

(2) In this Schedule—

“the Company” means LUL, any subsidiary of LUL, a PPP Company, any subsidiary of a PPP Company and any PPP related third party;

“construction” includes reconstruction and for the purposes of paragraphs 13 and 16 below of this article includes maintenance and repair of the specified works;

“the engineer” means an engineer to be appointed by LUL;

“LUL” means London Underground Limited;

“PPP Company” has the same meaning as section 210(5) of the Greater London Authority Act 1999⁽¹⁾;

“PPP related third party” has the same meaning as section 215(2)(b) of the Greater London Authority Act 1999;

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

“railway property” means any railway of LUL, and any works, apparatus and equipment of the Company connected therewith and includes any lands held or used by the Company for the purposes of such railway or works apparatus and equipment;

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

“the undertaker” means any person to whom the powers of LUL under the terms of this Order to construct, maintain, use and operate the authorised works or any part of those works are transferred in accordance with the terms of a transfer agreement pursuant to article 28 of this Order.

Commencement Information

II Sch. 12 para. 1 in force at 9.11.2001, see [art. 1](#)

2. The exercise by the undertaker against the Company of the powers of article 16 of this Order or the powers of section 11(3) of the 1965 Act shall be confined to lands in relation to which the undertaker’s powers of compulsory acquisition are not subject to the consent of LUL under paragraph 4 below.

(1) 1999 c. 29.

Changes to legislation: There are currently no known outstanding effects for the The London Underground (East London Line Extension) (No. 2) Order 2001, SCHEDULE 12. (See end of Document for details)

Commencement Information

I2 Sch. 12 para. 2 in force at 9.11.2001, see [art. 1](#)

3.—(1) The undertaker shall not in the exercise of the powers conferred by article 8 of this Order prevent pedestrians or vehicular access to any railway property, unless preventing such access is with the consent of LUL.

(2) The consent of LUL under sub-paragraph (1) above shall not be unreasonably withheld but may be given subject to reasonable conditions.

Commencement Information

I3 Sch. 12 para. 3 in force at 9.11.2001, see [art. 1](#)

4.—(1) The undertaker shall not pursuant to the powers of this Order, without the consent of LUL which shall not be unreasonably withheld, acquire or enter upon, take or use, whether temporarily or permanently or acquire any new rights over any railway property within the limits.

(2) Sub-paragraph (1) above shall not prevent the undertaker from acquiring the interest of any person other than the Company in the said land.

Commencement Information

I4 Sch. 12 para. 4 in force at 9.11.2001, see [art. 1](#)

5. The undertaker shall, before commencing the construction of the specified works, furnish to LUL such proper and sufficient plans of the specified works (including particulars as to the working methods and the regulation of traffic in the vicinity of the specified works) as may reasonably be required by the engineer and shall not commence the specified works until those plans have been approved in writing by the engineer or settled by arbitration as provided in paragraph 6 below.

Commencement Information

I5 Sch. 12 para. 5 in force at 9.11.2001, see [art. 1](#)

6. The engineer's approval under paragraph 5 above shall not be unreasonably withheld and any question of whether it has been unreasonably withheld shall be settled by arbitration, and in any event if within 56 days after such plans have been furnished to LUL the engineer has not notified his disapproval of those plans and the grounds of his disapproval, he shall be deemed to have approved the plans as submitted.

Commencement Information

I6 Sch. 12 para. 6 in force at 9.11.2001, see [art. 1](#)

7. If within 56 days after such plans have been furnished to LUL, LUL gives notice to the undertaker that LUL desires 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 LUL or the services of operators using the same, then, if the undertaker desires such part of the specified works to be constructed, LUL shall construct it with all reasonable dispatch on behalf of,

and to the reasonable satisfaction of, the undertaker in accordance with the plans approved or deemed to be approved or settled as provided in paragraph 6 above.

Commencement Information

I7 Sch. 12 para. 7 in force at 9.11.2001, see [art. 1](#)

8. 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, the continuation of safe and effective operation of the railways of the Company or the services of operators using those railways (including any relocation of works, apparatus and equipment necessitated by the specified works) and the comfort and safety of the passengers who may be affected by the specified works, and such protective works as may be reasonably necessary for those purposes shall be constructed by LUL with all reasonable dispatch, or, if LUL so desires, such protective works shall be carried out by the undertaker at its own expense and the undertaker shall not commence the construction of the specified works until the engineer has notified the undertaker that the protective works have been completed.

Commencement Information

I8 Sch. 12 para. 8 in force at 9.11.2001, see [art. 1](#)

9. The undertaker shall give to the engineer not less than 56 days' notice of its intention to commence the construction of any of the specified works and also, except in an emergency (when they shall give such notice as may be reasonably practicable), of its 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.

Commencement Information

I9 Sch. 12 para. 9 in force at 9.11.2001, see [art. 1](#)

10. The construction of the specified works and of any protective works carried out by the undertaker by virtue of the provisions of paragraph 8 above shall, when commenced, be carried out with all reasonable dispatch in accordance with the plans approved or deemed to be approved or settled as provided in paragraph 6 above 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 LUL 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 the undertaker shall, notwithstanding any such approval make good such damage and shall pay to LUL all reasonable expenses to which it may be put and compensation for any loss which it may sustain by reason of any such damage or interference.

Commencement Information

I10 Sch. 12 para. 10 in force at 9.11.2001, see [art. 1](#)

11. Nothing in paragraph 10 above shall impose any liability on the undertaker with respect to any damage, cost, expense or loss which is attributable to the act, neglect or default of the Company

or any person in its employ, or of its contractors or agents and any liability of the undertaker under this paragraph shall be reduced proportionately to the extent to which any damage, costs, expense or loss is attributable to the act, neglect or default of the Company or of any person in its employ, or of its contractors or agents.

Commencement Information

I11 Sch. 12 para. 11 in force at 9.11.2001, see [art. 1](#)

12. The undertaker 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 of the specified works.

Commencement Information

I12 Sch. 12 para. 12 in force at 9.11.2001, see [art. 1](#)

13. During the construction of any works by LUL under this Schedule LUL shall at all times afford reasonable facilities to the undertaker and its agents for access to those works, and shall supply the undertaker with such information as the undertaker may reasonably require with regard to such works or the method of their construction.

Commencement Information

I13 Sch. 12 para. 13 in force at 9.11.2001, see [art. 1](#)

14. 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 their completion, in consequence of the construction of the specified works, such alterations and additions may be carried out by LUL and, if LUL gives to the undertaker reasonable notice of its intention to carry out such alterations or additions, the undertaker shall pay to LUL the reasonable cost of the alterations or additions 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 Company in maintaining, working and, when necessary, renewing any such alterations or additions.

Commencement Information

I14 Sch. 12 para. 14 in force at 9.11.2001, see [art. 1](#)

15. If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions, a capitalised sum representing such saving shall be set off against any sum payable by the undertaker to the Company under this Schedule.

Commencement Information

I15 Sch. 12 para. 15 in force at 9.11.2001, see [art. 1](#)

16. The undertaker shall repay to LUL all reasonable costs, charges and expense reasonably incurred by the Company—

- (a) in constructing any part of the specified works on behalf of the undertaker as provided by paragraph 7 above or in constructing any protective works under the provisions of paragraph 8 above, including in respect of any permanent protective works, a capitalised sum representing the costs which may be expected to be reasonably incurred by the Company in maintaining and renewing such works;
- (b) in respect of the employment or procurement of the services 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; and
- (e) in respect of the supervision by the engineer of the construction of the specified works.

Commencement Information

I16 Sch. 12 para. 16 in force at 9.11.2001, see [art. 1](#)

17. The undertaker shall be responsible for, and make good to LUL all reasonable costs, charges, damages and expenses not otherwise provided for in this Schedule which may be occasioned to, or reasonably incurred by, the Company—

- (a) by reason of the construction of the specified works or the failure of the specified works; or
- (b) by reason of any act or omission of the undertaker or of any person in its employ, or of its contractors or others whilst engaged upon the construction of the specified works;

and the undertaker shall indemnify the Company 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, and the fact that any act or thing may have been done 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 Company or of any person in its employ, or of its contractors or agents) excuse the undertaker from any liability under the provisions of this Schedule.

Commencement Information

I17 Sch. 12 para. 17 in force at 9.11.2001, see [art. 1](#)

18.—(1) Any liability of the undertaker under paragraph 17 above shall be reduced proportionately to the extent to which any costs, charges, damages and expenses are attributable to the act, neglect or default of the Company or of any person in its employ, or of its contractors or agents.

(2) The Company shall give to the undertaker immediate notice of any claim or demand and no settlement or compromise shall be made without the prior consent of the undertaker.

Changes to legislation: There are currently no known outstanding effects for the The London Underground (East London Line Extension) (No. 2) Order 2001, SCHEDULE 12. (See end of Document for details)

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Commencement Information

I18 Sch. 12 para. 18 in force at 9.11.2001, see [art. 1](#)

19. Any difference arising between the undertaker and the Company under this Schedule shall be referred to and settled by arbitration under article 44 of this Order.

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Commencement Information

I19 Sch. 12 para. 19 in force at 9.11.2001, see [art. 1](#)

Changes to legislation:

There are currently no known outstanding effects for the The London Underground (East London Line Extension) (No. 2) Order 2001, SCHEDULE 12.