

## SCHEDULES

### SCHEDULE 1

Article 4

#### SCHEDULED WORKS

<i>(1)</i> <i>Number of Work</i>	<i>(2)</i> <i>Description of Work</i>
<b>In the District of Huntingdonshire</b>	
Work No. 1	A guided busway (1,573 metres in length), together with an adjoining emergency and maintenance access track, commencing by a junction with Work No. 1B and running in an easterly direction along the former Huntingdon to Cambridge railway and incorporating the construction of an accommodation bridge over Second Drove and reconfiguration and replacement of the deck of the existing viaduct over the River Great Ouse and terminating at the Huntingdon District and South Cambridgeshire District boundary at Fen Drayton.
Work No. 1A	Modification of the existing A1096 (310 metres in length) to accommodate a traffic signalled junction and pedestrian crossing between Station Road and the park and ride site (Work No. 1C).
Work No. 1B	Construction of a carriageway (349 metres in length) commencing by a junction with Work No. 1A and running in a easterly direction along the former Huntingdon to Cambridge railway and linking with the guided busway (Work No. 1).
Work No. 1C	A park and ride site comprising parking and interchange facilities, together with busway depot (including control and maintenance buildings and facilities and vehicle stabling and cleaning facilities), to the east of the Harrison Way/Meadow Lane roundabout, with access to the guided busway (Work No. 1).
Work No. 1D	Modification of Meadow Lane (332 metres in length) including provision for a footway from the junction of Harrison Way roundabout (A1096) running in an easterly direction and

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Work No. 1E	terminating at the park and ride site (Work No. 1C).  Modification to Second Drove including vertical realignment and adjustment of kerbs, commencing at a point 73 metres to the north of the centreline of Work No. 1 as shown on the plans and terminating at a point 68 metres south of that point.
<b>In the District of South Cambridgeshire</b>	
Work No. 2	A guided busway (1,038 metres in length), together with an adjoining emergency and maintenance access track, commencing by a junction with Work No. 1 and running in an easterly direction along the former Huntingdon to Cambridge railway and terminating at the crossing of Holywell Ferry Road.
Work No. 3	A guided busway (2,150 metres in length), together with an adjoining emergency and maintenance access track, commencing by a junction with Work No. 2, and running in an easterly direction along the former Huntingdon to Cambridge railway and terminating at the crossing of Over Road.
Work No. 4	A guided busway (3,715 metres in length), together with an adjoining emergency and maintenance access track, commencing by a junction with Work No. 3 and running in an easterly direction, partially in cutting, along the former Huntingdon to Cambridge railway passing under Windmill Road Bridge and terminating at the crossing of the B1050 (Station Road, Longstanton).
Work No. 4A	Interchange (kiss and ride) facilities and modifications to existing carriageway at Over Road, Swavesey.
Work No. 4B	Modification to Longstanton Road including replacement of the existing three span arch bridge by a single span bridge including alterations to the vertical alignment of the highway commencing at a point 79 metres to the north of the centreline of Work No. 4 as shown on the plans and terminating at a point 129 metres south of that point.
Work No. 4C	A park and ride site comprising parking and interchange facilities to the north-east of

<i>(1)</i> <i>Number of Work</i>	<i>(2)</i> <i>Description of Work</i>
Work No. 5	Longstanton village and modifications to the B1050 (Station Road, Longstanton).
Work No. 6	A guided busway (1,627 metres in length), together with an adjoining emergency and maintenance access track, commencing by a junction with Work No. 4 and running in an easterly direction along the former Huntington to Cambridge railway before terminating at the crossing of the existing byway at Brook Field (Rampton Road).
Work No. 7	A guided busway (2,381 metres in length), together with an adjoining emergency and maintenance access track, commencing by a junction with Work No. 5 and running in a southerly direction along the former Huntington to Cambridge railway before terminating at the crossing of Station Road (also known as Oakington Road), Oakington.
Work No. 8	A guided busway (1,578 metres in length), together with an adjoining emergency and maintenance access track, commencing by a junction with Work No. 6 and running in a south easterly direction along the former Huntington to Cambridge railway before terminating at the crossing of Park Lane.
Work No. 8A	A guided busway (1,943 metres in length), together with an adjoining emergency and maintenance access track, commencing by a junction with Work No. 7 and running in a south easterly direction along the former Huntington to Cambridge railway before terminating at the crossing with Station Road, Histon.
Work No. 9	Modification to Station Road, Histon and the provision of car parking and interchange facilities to the north east of Station Road, including the demolition of the former station building.
Work No. 9	A guided busway (1,472 metres in length), together with an adjoining emergency and maintenance access track, commencing by a junction with Work No. 8 and running in a south easterly direction along the former Huntington to Cambridge railway passing under Bridge Road and the A14 before terminating where the guided busway forms a junction with the guided busway which passes along the north side of King's Hedges Road

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	into the Arbury Park Development (Work No. 11).
<b>In the District of South Cambridgeshire and the City of Cambridge</b>	
Work No. 10	A guided busway (1,463 metres in length), together with an adjoining emergency and maintenance access track, commencing by a junction of with Work No. 9 and Work No. 11 running in a south easterly direction along the former Huntingdon to Cambridge railway before terminating where the guided busway connects to the A1309 (Milton Road) and Work No. 12.
Work No. 10A	Modification to the junction between King's Hedges Lane and King's Hedges Road (84 metres in length).
<b>In the City of Cambridge</b>	
Work No. 10B	Modification of King's Hedges Road at the junction with King's Hedges Lane (225 metres in length).
Work No. 10C	Modification to the junction between the guided busway and Milton Road (315 metres in length), including stopping up of the underpass under Milton Road and incorporation of a bus lane on the west side of Milton Road at the junction with the guided busway.
<b>In the District of South Cambridgeshire and the City of Cambridge</b>	
Work No. 11	A guided busway (1,326 metres in length), together with an adjoining emergency and maintenance access track, commencing 30 metres east of the junction between King's Hedges Road and Cambridge Road and terminating at the junction of Work No. 9 and Work No. 10.
<b>In the City of Cambridge</b>	
Work No. 12	A guided busway (561 metres in length), together with an adjoining emergency and maintenance access track, commencing by the junction of Work No. 10 running in a south easterly direction before terminating within the former Chesterton Sidings.
Work No. 13	A carriageway (250 metres in length), commencing at Cambridge main line railway station and running in a southerly direction before terminating where it connects to Work

<i>(1)</i> <i>Number of Work</i>	<i>(2)</i> <i>Description of Work</i>
Work No. 14(1)	No. 14(1) 150 metres north of Hills Road Bridge.  A carriageway (267 metres in length) commencing by a junction with Work No. 13 and running in a southerly direction passing under Hills Road by means of a new underpass before terminating at a junction with Work No. 14(2).
Work No. 14(2)	A guided busway (1,886 metres in length), commencing at a junction with Work No. 14(1) together with an adjoining emergency and maintenance access track, passing under the existing bridge carrying Long Road over the former Bedford to Cambridge railway before terminating where the guided busway forms a junction with the guided busway which connects to Addenbrooke's Hospital (Work No. 15).
Work No. 15	A guided busway (796 metres in length), together with an adjoining emergency and maintenance access track, forming a spur to the main guided busway commencing at the junction of Work No. 14(2) running in an easterly direction and crossing the existing Cambridge to London live railway line by means of a new overbridge before terminating at Robinson Way.
Work No. 16	A guided busway (1,324 metres in length), together with an adjoining emergency and maintenance access track, commencing by a junction with Work No. 14(2) and Work No. 15 running in a south westerly direction, partially in cutting, along the former Bedford to Cambridge railway under the existing bridge carrying Shelford Road over the former railway and then unguided (125 metres in length) beneath Hauxton Road Bridge before terminating in the existing Trumpington park and ride site.

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## SCHEDULE 2

Articles 4 and 22

## ACQUISITION OF CERTAIN LAND

<i>(1)</i> <i>Number of land shown on land plan</i>	<i>(2)</i> <i>Purpose for which land may be acquired</i>
<b>In the District of Huntingdonshire</b>	
1, 2	Modification of Harrison Way and Meadow Lane roundabout for improved access
10	Construction and maintenance of drainage works
19	Construction and maintenance of drainage works
28	Construction and maintenance of drainage works
59, 60	Construction and maintenance of drainage works
64, 65, 66, 67, 68, 69	Access for agricultural use
<b>In the District of Huntingdonshire and South Cambridgeshire</b>	
70, 72, 77, 83, 86, 93, 98, 105, 106, 109	Access for agricultural and leisure use
<b>In the District of Huntingdonshire</b>	
74, 75	Construction and maintenance of drainage works
<b>In the District of South Cambridgeshire</b>	
90, 91	Construction and maintenance of drainage works
95, 96	Construction and maintenance of drainage works
108	Construction and maintenance of drainage works
116, 117, 118, 119, 120, 121, 122, 123	Construction and maintenance of drainage works
127, 128	Construction and maintenance of drainage works
131, 132	Construction and maintenance of drainage works
146, 153	Permanent right of access to Mow Fen Drove
156, 157, 158	Construction and maintenance of drainage works
170, 174, 176, 177, 180, 181, 182, 183, 184, 185, 186, 191, 192, 197, 198, 199, 201, 202	Permanent right of access to Middle Fen Drove
203, 212, 214, 216, 217, 226, 227, 228	Permanent right of access to Lairstall Drove

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<i>(1)</i> <i>Number of land shown on land plan</i>	<i>(2)</i> <i>Purpose for which land may be acquired</i>
256, 257	Attenuation pond and drainage; construction and landscape/ecological mitigation
262, 264	Landscape/ecological mitigation
265, 266, 267, 269	Landscape/ecological mitigation
271, 272	Landscape/ecological mitigation
304, 305, 306, 313, 315, 322	Attenuation pond and drainage
326, 327, 328	Attenuation pond and drainage
333	Attenuation pond and drainage
343, 344, 345	Construction and maintenance of drainage works
357	Landscape/ecological mitigation
387, 389, 390, 392, 393	Access to stables and agricultural land
399	Landscaping/ecological mitigation
432	Attenuation pond and drainage
434	Construction and maintenance of drainage works
437	Landscaping/ecological mitigation
469, 470	Access to Science Park
<b>City of Cambridge</b>	
521, 525	Construction and permanent right of access to maintenance track
528, 529	Attenuation pond and drainage
531, 540	Permanent right of access for maintenance
543	Attenuation pond and drainage
578	Attenuation pond and drainage
582, 583	Access for pedestrians

Key to Schedules 3, 4 and 5

IPPS	Permanent stopping up of informal or alleged path
NP	Creation of new way
P	Parking place
PS	Permanent stopping up of street
T	Traffic regulation
TD	Temporary diversion of street

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TS	Temporary stopping up of street
WE	Kerb line modification
WS	Widening of street by setting back of kerb line

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SCHEDULE 3

Article 6

STREETS SUBJECT TO ALTERATION OF LAYOUT

<i>(1)</i> <i>Street subject to alteration of layout</i>	<i>(2)</i> <i>Description of alteration</i>
<b>District of Huntingdonshire</b>	
Harrison Way (A1096)	Kerb-line to be setback between WS1 and WS2 on both sides of the road
Meadow Lane, St. Ives	Kerb-line to be setback between WS3 and WS4 on both sides of the road
<b>District of South Cambridgeshire</b>	
Holywell Ferry Road, Fen Drayton	Kerb-line to be altered between WE1 and WE2
Over Road and Station Road, Swavesey	Kerb-line to be altered between WE3 and WE4 on both sides of the road
Over Road, Swavesey	Kerb-line to be altered between WE5 and WE6
Station Road, Longstanton (B1050)	Kerb-line to be altered between WE7 and WE8
Oakington Road and Station Road, Oakington	Kerb-line to be altered between WE9 and WE10 on both sides of the road
Park Lane, Girton	Kerb-line to be altered between WE11 and WE12 on both sides of the road
Station Road, Histon	Kerb-line to be altered between WE13 and WE14 on both sides of the road
New Road, Histon	Kerb-line to be altered between WE15 and WE16 on both sides of the road
King's Hedges Road	Kerb-line to be altered between WE17 and WE18 on both sides of the road

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SCHEDULE 4

Articles 9, 10, 11 and 12

PATHS AND STREETS TO BE STOPPED UP AND PROVISION OF SUBSTITUTES

PART 1

NEW PATHS OR STREETS

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>New path or street</i>
Districts of Huntingdonshire, South Cambridgeshire and City of Cambridge	Bridleway along the route of the emergency and maintenance access track comprised in Works Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 12, between NP1 and NP2.
District of South Cambridgeshire	Footpath between NP5 and NP6.
District of South Cambridgeshire and City of Cambridge	Cycletrack along the route of the emergency and maintenance access track comprised in Work No. 11, between NP13 and NP14.
City of Cambridge	Footpath/cycletrack between NP11 and NP12.
	Cycletrack along the route of the emergency and maintenance access track comprised in Works Nos. 14 and 16 and ancillary works, between NP15 and NP16.
	Cycletrack along the route of the emergency and maintenance access track comprised in Work No.15, between NP17 and NP18.

PART 2

PATHS OR STREETS FOR WHICH SUBSTITUTES ARE TO BE PROVIDED

<i>(1)</i> <i>Path or street to be stopped up</i>	<i>(2)</i> <i>Extent of stopping up</i>	<i>(3)</i> <i>New path or street to be substituted</i>
<b>District of Huntingdonshire</b>		
Prospective footpath [Second Drove]	Between PS1 and PS2	Footpath between NP3 and NP4.
<b>District of South Cambridgeshire</b>		
Bridleway B7, Fen Drayton	Between PS3 and PS4	Bridleway between NP7 and NP8.
Byway (B.O.A.T. 4), Rampton	Between PS5 and PS6	Bridleway between NP9 and NP10.

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<i>(1)</i> <i>Path or street to be stopped up</i>	<i>(2)</i> <i>Extent of stopping up</i>	<i>(3)</i> <i>New path or street to be substituted</i>
Byway (B.O.A.T. 7), Longstanton	Between PS6 and PS7	Bridleway between NP9 and NP10.
<b>City of Cambridge</b>		
Footpath 47	Between PS8 and PS9	TD8 to TD9—temporary diversion.  Footpath/cycletrack between NP17 and NP18.
Footpath 47	Between PS10 and PS11	TD10 to TD11—temporary diversion.  Footpath/cycletrack between NP17 and NP18.

### PART 3

#### PATHS OR STREETS FOR WHICH NO SUBSTITUTES WILL BE PROVIDED

<i>(1)</i> <i>Path or street affected</i>	<i>(2)</i> <i>Extent of stopping up</i>
<b>Districts of Huntingdonshire, South Cambridgeshire and City of Cambridge</b>	
Informal path	Between IPPS1 and IPPS2.

#### SCHEDULE 5

Article 12

#### PATHS AND STREETS TO BE TEMPORARILY STOPPED UP

<i>(1)</i> <i>Path or street affected</i>	<i>(2)</i> <i>Extent of stopping up</i>	<i>(3)</i> <i>Specified temporary diversion</i>
<b>District of Huntingdonshire</b>		
Harrison Way (north of roundabout with Meadow Lane)	Within the Order limits	—
Harrison Way (south of roundabout with Meadow Lane)	Within the Order limits	—
Meadow Lane	Within the Order limits	—
Footpath 5, St. Ives	Between TS1 and TS2	Between TD1 and TD2
Prospective footpath	Between TS3 and TS4	—

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<i>(1)</i> <i>Path or street affected</i>	<i>(2)</i> <i>Extent of stopping up</i>	<i>(3)</i> <i>Specified temporary diversion</i>
[Second Drove]		
Prospective footpath	Between TS5 and TS6	Between TD3 and TD4
Second Drove]		
Prospective footpath	Between TS5 and TS7	Between TD3 and TD5
[Second Drove]		
Footpath 13, Fenstanton	Between TS8 and TS9	Between TD6 and TD7
Footpath 12, Fenstanton	Between TS10 and TS11	—
Footpath 15, Fenstanton	Between TS12 and TS13	—
Footpath 15, Fenstanton	Between TS14 and TS15	—
<b>District of South Cambridgeshire</b>		
Bridleway B7, Fen Drayton	Between TS16 and TS18	—
Bridleway B7, Fen Drayton	Between TS17 and TS18	—
Byway (B.O.A.T. 5), Fen Drayton	Between TS19 and TS20	—
Bridleway B16, Fen Drayton	Between TS18 and TS20	—
Holywell Ferry Road	Within the Order limits	—
Footpath F6, Swavesey	Between TS21 and TS22	—
Bridleway B5, Swavesey	Between TS23 and TS24	—
Footpath F3, Swavesey	Between TS25 and TS26	—
Over Road	Within the Order limits	—
Footpath F9, Swavesey	Between TS27 and TS28	—
Longstanton Road	Within the Order limits	—
B1050	Within the Order limits	—
Byway (B.O.A.T. 4), Rampton	Between TS29 and TS30	—
Byway (B.O.A.T. 7), Longstanton	Between TS30 and TS31	—
Station Road, Oakington	Within the Order limits	—
Footpath F1, Histon	Between TS32 and TS33	—
Park Lane	Within the Order limits	—
Footpath F4, Histon	Between TS34 and TS36	—
Station Road, Histon	Within the Order limits	—
<b>District of South Cambridgeshire and City of Cambridge</b>		
Byway (B.O.A.T. 3), Milton	Between TS37 and TS38	—
<b>City of Cambridge</b>		

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<i>(1)</i> <i>Path or street affected</i>	<i>(2)</i> <i>Extent of stopping up</i>	<i>(3)</i> <i>Specified temporary diversion</i>
Milton Road	Within the Order limits	—
Hills Road	Within the Order limits	—
Footpath 46, Cambridge	Between TS39 and TS40	—
Footpath 118 Cambridge	Between TS41 and TS42	—

## SCHEDULE 6

Article 15

### HIGHWAYS TO BE CROSSED ON THE LEVEL

Holywell Ferry Road

Over Road

B1050

Station Road (also known as Oakington Road), Oakington

Park Lane

Station Road, Histon

King's Hedges Lane

## SCHEDULE 7

Article 25

### MODIFICATION OF COMPENSATION AND COMPULSORY PURCHASE ENACTMENTS FOR CREATION OF NEW RIGHTS

#### Compensation Enactments

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land shall apply with the necessary modifications as respects compensation in the case of a compulsory acquisition under this Order of a right by the creation of a new right as they apply as respects compensation on the compulsory purchase of land and interests in land.

2.—(1) Without prejudice to the generality of paragraph 1, the Land Compensation Act 1973(1) shall have effect subject to the modifications set out in sub-paragraphs (2) and (3).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 of the 1965 Act as substituted by paragraph 4—

(a) for the words “land is acquired or taken” there shall be substituted the words “a right over land is purchased”; and

(b) for the words “acquired or taken from him” there shall be substituted the words “over which the right is exercisable”.

(3) In section 58(1) (determination of material detriment where part of house etc. proposed for compulsory acquisition), as it applies to determinations under section 8 of the 1965 Act as substituted by paragraph 5—

(1) 1973 c. 26.

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- (a) for the word “part” in paragraphs (a) and (b) there shall be substituted the words “a right over land consisting”;
- (b) for the word “severance” there shall be substituted the words “right over the whole of the house, building or manufactory or of the house and the park or garden”;
- (c) for the words “part proposed” there shall be substituted the words “right proposed”; and
- (d) for the words “part is” there shall be substituted the words “right is”.

#### Adaptation of the 1965 Act

**3.—(1)** The 1965 Act shall have effect with the modifications necessary to make it apply to the compulsory acquisition under this Order of a right by the creation of a new right as it applies to the compulsory acquisition under this Order of land, so that, in appropriate contexts, references in that Act to land are read (according to the requirements of the particular context) as referring to, or as including references to—

- (a) the right acquired or to be acquired; or
- (b) the land over which the right is or is to be exercisable.

(2) Without prejudice to the generality of sub-paragraph (1), Part I of the 1965 Act shall apply in relation to the compulsory acquisition under this Order of a right by the creation of a new right with the modifications specified in the following provisions of this Schedule.

**4.** For section 7 of the 1965 Act (measure of compensation) there shall be substituted the following section—

“7. In assessing the compensation to be paid by the acquiring authority under this Act regard shall be had not only to the extent (if any) to which the value of the land over which the right is to be acquired is depreciated by the acquisition of the right but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of his, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act.”

**5.** For section 8 of the 1965 Act (provisions as to divided land) there shall be substituted the following—

“8.—(1) Where in consequence of the service on a person under section 5 of this Act of a notice to treat in respect of a right over land consisting of a house, building or manufactory or of a park or garden belonging to a house (“the relevant land”)—

- (a) a question of disputed compensation in respect of the purchase of the right would apart from this section fall to be determined by the Lands Tribunal (“the tribunal”); and
- (b) before the tribunal has determined that question the person satisfies the tribunal that he has an interest which he is able and willing to sell in the whole of the relevant land and—
  - (i) where that land consists of a house, building or manufactory, that the right cannot be purchased without material detriment to that land, or
  - (ii) where that land consists of such a park or garden, that the right cannot be purchased without seriously affecting the amenity or convenience of the house to which that land belongs,

the Cambridgeshire Guided Busway Order 2005 (“the Order”) shall, in relation to that person cease to authorise the purchase of the right and be deemed to authorise the purchase of that person’s interest in the whole of the relevant land including, where the land consists of such a park or garden, the house to which it belongs,

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and the notice shall be deemed to have been served in respect of that interest on such date as the tribunal directs.

(2) Any question as to the extent of the land in which the Order is deemed to authorise the purchase of an interest by virtue of subsection (1) of this section shall be determined by the tribunal.

(3) Where, in consequence of a determination of the tribunal that it is satisfied as mentioned in subsection (1) of this section, the Order is deemed by virtue of that subsection to authorise the purchase of an interest in land, the acquiring authority may, at any time within the period of six weeks beginning with the date of the determination, withdraw the notice to treat in consequence of which the determination was made; but nothing in this subsection prejudices any other power of the authority to withdraw the notice.”.

**6.** The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

- (a) section 9(4) (failure by owners to convey);
- (b) paragraph 10(3) of Schedule 1 (owners under incapacity);
- (c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and
- (d) paragraphs 2(3) and 7(2) of Schedule 4 (common land);

shall be so modified as to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired is vested absolutely in the acquiring authority.

**7.** Section 11 of the 1965 Act (powers of entry) shall be so modified as to secure that, as from the date on which the acquiring authority have served notice to treat in respect of any right, they have power, exercisable in the like circumstances and subject to the like conditions, to enter for the purpose of exercising that right (which shall be deemed for this purpose to have been created on the date of service of the notice); and sections 12 (penalty for unauthorised entry) and 13 (entry on warrant in the event of obstruction) of the 1965 Act shall be modified correspondingly.

**8.** Section 20 of the 1965 Act (protection for interests of tenants at will etc.) shall apply with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right in question.

**9.** Section 22 of the 1965 Act (protection of acquiring authority’s possession where by inadvertence an estate, right or interest has not been got in) shall be so modified as to enable the acquiring authority, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired, subject to compliance with that section as respects compensation.

## SCHEDULE 8

Article 28

## LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of land shown on plans</i>	<i>(3)</i> <i>Purpose for which temporary possession may be taken</i>	<i>(4)</i> <i>Authorised work</i>
In the District of Huntingdonshire	21, 22, 23, 24, 25, 31, 32, 35	Access for construction purposes	Work Nos. 1 & 1E
	36, 38, 39, 44, 45, 51, 52, 56	Construction working area	Work No. 1
	58, 61	Access for construction purposes	Construction of outfall
	73, 76	Access for construction purposes	Construction of outfall
In the District of Huntingdonshire and South Cambridgeshire	81, 82, 85, 88	Construction working area	Work Nos. 1 & 2
In the District of South Cambridgeshire	89, 92	Access for construction purposes	Construction of outfall
	94, 97	Access for construction purposes	Construction of outfall
	102, 103, 104	Access for construction purposes	Work No. 2
	126, 129	Access for construction purposes	Construction of outfall
	130, 133	Access for construction purposes	Construction of outfall
	135, 136, 140, 141, 142, 144	Construction working area	Work No. 3
	150, 151	Access for construction purposes	Work No. 3
	152, 154, 155, 159, 160	Access for construction purposes	Construction of outfall
	163, 164, 165, 171, 172, 173	Access for construction purposes	Work No. 3
	189, 190, 196	Access for construction purposes	Construction of outfall
215, 222, 223	Access for construction purposes	Work No. 4	
234, 235, 236, 241, 242, 243	Access for construction purposes	Work No. 4	

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<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of land shown on plans</i>	<i>(3)</i> <i>Purpose for which temporary possession may be taken</i>	<i>(4)</i> <i>Authorised work</i>
	249, 250, 252	Construction working area	Work No. 4
	258	Construction working area	Work Nos. 4 & 4B
	268, 270	Access for construction purposes	Work No. 4
	269	Landscaping/ ecological mitigation	Work No. 4
	287, 288, 289, 290, 291, 292, 293, 294	Access for construction purposes	Work Nos. 4 & 5
	295, 296, 297, 298, 299, 300, 301, 302	Access for construction purposes	Work Nos. 5 & 6
	310, 311, 312	Construction working area	Work No. 5
	319, 320	Construction working area	Work No. 5
	335, 336, 337	Access for construction purposes	Work No. 6
	342, 346	Access for construction purposes	Work No. 6
	348	Access for commercial unit	Work Nos. 6 & 7
	363, 367, 368, 369	Construction working area	Work No. 7
	372, 373, 374, 375	Construction working area	Work No. 7
	379, 380, 381	Access to agricultural land	Work No. 7
	394	Landscaping/ ecological mitigation	Work No. 8
	400	Landscaping/ ecological mitigation	Work No. 8
	403, 404, 405	Construction working area	Work No. 8
	419	Landscaping/ ecological mitigation	Work No. 9
	422	Landscaping/ ecological mitigation	Work No. 9



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<i>(1) Area</i>	<i>(2) Number of land shown on plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Authorised work</i>
	424, 428, 430	Landscaping/ ecological mitigation	Work No. 9
	425, 426, 427, 429	Construction working area	Work No. 9
	431	Landscaping/ ecological mitigation	Work No. 9
	433, 435	Access for construction purposes	Work No. 9
In the City of Cambridge	501, 502, 504, 506, 508, 511, 512	Construction working area	Work No. 14(1)
	507	Access for construction purposes	Work Nos. 14(1) & (2)
	524	Construction working area	Work Nos. 14(1) & (2)
	533, 536	Construction working area	Work No. 14(2)
	541	Construction working area	Work No. 14(2)
	544, 545, 546	Access for construction purposes	Work No. 14(2)
	557	Access for construction purposes	Work No. 15
	558, 560, 561, 571, 572, 576	Access for construction purposes	Work Nos. 14 & 16
	584, 585, 586, 587	Access for construction purposes and construction working area	Work No. 16

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## SCHEDULE 9

Article 42

## TRAFFIC REGULATION ORDERS

## PART 1

## PROHIBITION AND RESTRICTIONS OF STOPPING AND WAITING

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street affected</i>	<i>(3)</i> <i>Description of regulation</i>
District of Huntingdonshire	Station Road, St. Ives	No Waiting/No Loading at any time from T1 to T2
District of South Cambridgeshire	Short stay interchange, access road, Swavesey	No Waiting/No Loading at any time from T3 to T4 or for more than 30 minutes in the marked bay from T5 to T6
	Cambridge Road, Station Road and New Road, Histon	No Waiting/No Loading at any time between T7, T8 and T9 (except in front of Station Stores)
	Access road, Histon car park	No Waiting/No Loading at any time between T10 and T11

## PART 2

## BUS AND CYCLE LANES

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street affected</i>	<i>(3)</i> <i>Description of regulation</i>
District of South Cambridgeshire	Longstanton park and ride access road (eastbound)	Prohibition of driving except buses, taxis and cyclists from T14 to T15
	Longstanton park and ride access road (westbound)	Prohibition of driving except buses, taxis and cyclists from T16 to T17
City of Cambridge	Milton Road (northbound)	Prohibition of driving except buses, taxis and cyclists from T12 to T13, including provision of advisory cycle lane

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### PART 3

#### PROHIBITION ON TURNING

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street affected</i>	<i>(3)</i> <i>Description of regulation</i>
District of Huntingdonshire	Harrison Way	No left or right turn into Station Road except authorised vehicles at T2
	Harrison Way	No left or right turn into St. Ives local bus loop at T18

### PART 4

#### PROHIBITION OF DRIVING

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street affected</i>	<i>(3)</i> <i>Description of regulation</i>
District of Huntingdonshire	Station Road	No entry except authorised vehicles from T19 to T20
	St. Ives park and ride access road	No entry except authorised vehicles from T18 to T21

### PART 5

#### PARKING PLACES

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street affected</i>	<i>(3)</i> <i>Description of regulation</i>
District of Huntingdonshire	Proposed St. Ives park and ride	Provision of parking places at P1
District of South Cambridgeshire	Proposed Longstanton park and ride	Provision of parking places at P2
	Proposed car park at Histon stop	Provision of parking places at P3 with prohibition of waiting for more than four hours

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## SCHEDULE 10

Articles 8, 10, 32 and 50

## PROVISIONS RELATING TO STATUTORY UNDERTAKERS, ETC.

*Apparatus of statutory undertakers, etc., on land acquired*

1.—(1) Sections 271 to 274 of the 1990 Act (power to extinguish rights of statutory undertakers etc. and power of statutory undertakers etc. to remove or re-site apparatus) shall apply in relation to any land acquired or appropriated by the undertaker under this Order subject to the following provisions of this paragraph; and all such other provisions of that Act as apply for the purposes of those provisions (including sections 275 to 278, which contain provisions consequential on the extinguishment of any rights under sections 271 and 272, and sections 279(2) to (4), 280 and 282, which provide for the payment of compensation) shall have effect accordingly.

(2) In the provisions of the 1990 Act, as applied by sub-paragraph (1), references to the appropriate Minister are references to the Secretary of State.

(3) Where any apparatus of public utility undertakers or of a public communications provider is removed in pursuance of a notice or order given or made under section 271, 272 or 273 of the 1990 Act, as applied by sub-paragraph (1), any person who is the owner or occupier of premises to which a supply was given from that apparatus shall be entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by him, in consequence of the removal, for the purpose of effecting a connection between the premises and any other apparatus from which a supply is given.

(4) Sub-paragraph (3) shall not apply in the case of the removal of a public sewer but where such a sewer is removed in pursuance of such a notice or order as is mentioned in that paragraph, any person who is—

- (a) the owner or occupier of premises the drains of which communicated with that sewer; or
- (b) the owner of a private sewer which communicated with that sewer,

shall be entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by him, in consequence of the removal, for the purpose of making his drain or sewer communicate with any other public sewer or with a private sewage disposal plant.

(5) The provisions of the 1990 Act mentioned in sub-paragraph (1), as applied by that sub-paragraph, shall not have effect in relation to apparatus as respects which paragraph 2 or Part III of the 1991 Act applies.

(6) In this paragraph “public utility undertakers” has the same meaning as in the Highways Act 1980(2).

*Apparatus of statutory undertakers, etc., in stopped up streets*

2.—(2) Where a street is stopped up under article 11 of this Order any statutory utility whose apparatus is under, in, upon, over, along or across the street shall have the same powers and rights in respect of that apparatus, subject to the provisions of this paragraph, as if this Order had not been made.

(2) The undertaker shall give not less than 28 days' notice in writing of its intention to stop up any street under article 11 of this Order to any statutory utility whose apparatus is under, in, upon, over, along or across that street.

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(2) 1980 c. 66.

(3) Where notice under sub-paragraph (2) has been given any statutory utility whose apparatus is under, in, upon, over, along or across the street may and, if reasonably requested so to do by the undertaker, shall—

- (a) remove the apparatus and place it or other apparatus provided in substitution for it in such other position as the statutory utility may reasonably determine and have power to place it; or
- (b) provide other apparatus in substitution for the existing apparatus and place it in such position as aforesaid.

(4) Subject to the following provisions of this paragraph, the undertaker shall pay to any statutory utility an amount equal to the cost reasonably incurred by the statutory utility in or in connection with—

- (a) the execution of relocation works required in consequence of the stopping up of the street; and
- (b) the doing of any other work or thing rendered necessary by the execution of relocation works.

(5) If in the course of the execution of relocation works under sub-paragraph (3)—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions except where this has been solely due to using the nearest available type, capacity or dimension; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker, or, in default of agreement, is not determined by arbitration to be necessary, then, if it involves cost in the execution of the relocation works exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the statutory utility by virtue of sub-paragraph (4) shall be reduced by the amount of that excess.

(6) For the purposes of sub-paragraph (5)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus shall not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole shall be treated as if it also had been agreed or had been so determined.

(7) An amount which apart from this sub-paragraph would be payable to a statutory utility in respect of works by virtue of sub-paragraph (4) (and having regard, where relevant, to sub-paragraph (5)) shall, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7.5 years earlier so as to confer on the utility any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit as calculated in accordance with the Code of Practice entitled “Measures Necessary where Apparatus is Affected by Major Works (Diversionary Works)” and dated June 1992 and approved by the Secretary of State on 30th June, 1992, as revised and re-issued from time to time.

(8) Sub-paragraphs (4) to (7) shall not apply where the authorised works constitute major transport works for the purposes of Part III of the 1991 Act, but instead—

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- (a) the allowable costs of the relocation works shall be determined in accordance with section 85 of that Act (sharing of costs of necessary measures) and any regulations for the time being having effect under that section; and
  - (b) the allowable costs shall be borne by the undertaker and the statutory utility in such proportions as may be prescribed by any such regulations.
- (9) In this paragraph—
- “apparatus” has the same meaning as in Part III of the 1991 Act;
  - “relocation works” means works executed, or apparatus provided, under sub-paragraph (3);
  - and
  - “statutory utility” means a statutory undertaker for the purposes of the Highways Act 1980 or a public communications provider.

## SCHEDULE 11

Article 51

### PROTECTIVE PROVISIONS

#### PART 1

##### FOR PROTECTION OF DRAINAGE AUTHORITIES

1.—(1) The following provisions of this Part of this Schedule shall apply for the protection of each drainage authority unless otherwise agreed between the undertaker and the drainage authority concerned.

(2) In this Part of this Schedule—

“construction” includes execution, placing, altering, replacing, relaying and removal and “construct” and “constructed” are to be construed accordingly;

“drainage authority” means the Environment Agency or, within the area of the Swavesey Internal Drainage Board or the Old West Internal Drainage Board, that board except in relation to a drainage work forming part of a main river as defined in the Water Resources Act 1991;

“drainage work” means any watercourse and includes any land which is expected to provide flood storage capacity for any watercourse and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage or flood defence;

“fishery” means any waters containing fish and fish in, or migrating to or from such waters and the spawn, habitat or food of such fish;

“plans” includes sections, drawings, specifications and method statements;

“specified work” means so much of any work or operation authorised by this Order as is in, on, under, over or within 9 metres of a watercourse or is otherwise likely to affect any drainage work or the volumetric flow of water in or flowing to or from any drainage work; and

“watercourse” includes all rivers, streams, ditches, drains, culverts, dykes, sluices, sewers and passages through which water flows (whether or not the flow is intermittent) except a public sewer.

2.—(1) Before beginning to construct any specified work, the undertaker shall submit to the drainage authority plans of the work and such further particulars available to it as the drainage authority may within 28 days of the submission of plans reasonably require.

(2) Any such specified work shall not be constructed except in accordance with such plans as may be approved in writing by the drainage authority, or determined under paragraph 11.

(3) Any approval of the drainage authority under this paragraph—

- (a) shall not be unreasonably withheld,
- (b) shall be deemed to have been given if it is neither given nor refused in writing within 56 days of the submission of plans for approval and in the case of a refusal, accompanied by a statement of the grounds of refusal, and
- (c) may be given subject to such reasonable requirements as the drainage authority may make for the protection of any drainage work or fishery and for the prevention of flooding.

3. Without prejudice to the generality of paragraph 2, the requirements which the drainage authority may make under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, whether temporary or permanent, during the construction of the specified works (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

- (a) to safeguard any drainage work against damage, or
- (b) to secure that its efficiency for flood defence purposes is not impaired and that the risk of flooding is not otherwise increased by reason of the specified work.

4.—(1) Any specified work, and all protective works required by a drainage authority under paragraph 3, shall be constructed—

- (a) with all reasonable despatch in accordance with the plans approved or deemed to have been approved or settled under this Part of this Schedule,
- (b) to the reasonable satisfaction of the drainage authority.

(2) The undertaker shall give the drainage authority not less than 14 days' notice in writing of its intention to commence construction of any specified work and notice in writing of its completion not later than 7 days' after the date on which it is brought into use.

(3) If any part of the works comprising a structure in, over or under a drainage work is constructed otherwise than in accordance with the requirements of this part of this schedule, the drainage board concerned may by notice in writing require the undertaker, at the undertaker's own expense, to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and the drainage board concerned in writing consents (such consent not to be unreasonably withheld), to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to such extent and within such limits as the drainage authority concerned reasonably requires.

(4) Subject to paragraph (5), if within a reasonable period, being not less than 28 days from the date when a notice under sub-paragraph (3) is served upon the undertaker, it has failed to begin to take steps to comply with the requirements of the notice and thereafter to make reasonably expeditious progress towards their implementation, the drainage authority concerned may execute the works specified in the notice and any expenditure incurred by it in so doing shall be recoverable from the undertaker.

(5) In the event of any dispute as to whether sub-paragraph (3) is properly applicable to any work in respect of which a notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the drainage authority concerned shall not except in an emergency exercise the powers conferred by sub-paragraph (4) until the dispute has been finally determined.

5.—(1) The undertaker shall from the commencement of the construction of the specified works maintain in good repair and condition and free from obstruction any drainage work which is situated

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within the limits of deviation and on land owned by the undertaker or which it otherwise has control of or on land held by the undertaker for the purposes of or in connection with the specified works, whether or not the drainage work is constructed under the powers of the Order or is already in existence.

(2) If any such work which the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the drainage authority concerned, that drainage authority may by notice in writing require the undertaker to repair and restore the work, or any part thereof, or (if the undertaker so elects and the drainage authority in writing consents (such consent not to be unreasonably withheld), to remove the work and restore the site to its former condition, to such extent and within such limits as the drainage authority concerned reasonably required.

(3) If, within a reasonable period being not less than 28 days beginning with the date on which a notice in respect of any work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin to take steps to comply with the reasonable requirements of the notice and has not thereafter made reasonably expeditious progress towards their implementation, the drainage authority concerned may do anything necessary for such compliance and may recover the expenditure reasonably incurred by it in doing so from that person.

(4) In the event of any dispute as to the reasonableness of a notice served under sub-paragraph (2), the drainage authority concerned shall not, except in a case of emergency, exercise the powers of sub-paragraph (3) until the dispute has been finally determined.

6. If by reason of the construction of any specified work or of the failure of any such work the efficiency of any drainage work for flood defence purposes is impaired, or that work is otherwise damaged, such impairment or damage shall be made good by the undertaker to the reasonable satisfaction of the drainage authority concerned and if the undertaker fails to do so, that drainage authority may make good the same and recover from the undertaker the expense reasonably incurred in doing so.

7. The undertaker shall indemnify the drainage authority concerned in respect of all costs, charges and expenses which it may reasonably incur or have to pay or which it may sustain—

- (a) in the examination or approval of plans under this part of this schedule,
- (b) in the inspection of the construction of the specified works or any protective works required by the drainage authority under this Part of this Schedule.

8.—(1) Without prejudice to the other provisions of this Part of this Schedule, the undertaker shall indemnify each drainage authority from all claims, demands, proceedings, costs, damages or expenses or loss, which may be made or taken against, or recovered from or incurred by the drainage authority by reason of—

- (a) any damage to any drainage work so as to impair its efficiency for the purposes of flood defence,
- (b) any raising or lowering of the water table in land adjoining the works authorised by the Order or any sewers, drains or watercourses,
- (c) any flooding or increased flooding of any such lands,

which is caused by, or results from, the construction of any of the works or any act or omission of the undertaker, its contractors, agents or employees whilst engaged upon the work.

(2) The drainage authority concerned shall give the undertaker reasonable notice of any such claim or demand and no settlement or compromise thereof shall be made without the agreement of the undertaker which agreement shall not be unreasonably withheld.

9. The fact that any work or thing has been constructed or done in accordance with a plan approved or deemed to be approved by a drainage authority, or to its satisfaction, or in accordance



with any directions or award of an arbitrator shall not relieve the undertaker of any liability under the provisions of this part of this Schedule.

**10.** For the purposes of section 109 of the Water Resources Act 1991 (as to structures in, over or under a main river) as applying to the construction of any specified work, any consent or approval given or deemed to be given by the Environment Agency under this Part of this Schedule with respect to such construction shall be deemed also to constitute an approval under that section.

**11.** Any dispute arising under this Part of this Schedule between the undertaker and a drainage authority (other than a difference as to its meaning or construction) shall, if the parties agree, be determined by arbitration, but shall otherwise be determined by the Secretary of State for Environment, Food and Rural Affairs on a reference to him by the undertaker or the drainage authority concerned after notice in writing by one to the other.

## PART 2

### FOR FURTHER PROTECTION OF ENVIRONMENT AGENCY

**12.** The following provisions of this Part of this Schedule shall apply for the protection of the Environment Agency unless otherwise agreed between the undertaker and the Environment Agency.

**13.** Before beginning to construct any work or operation authorised by the Order involving the abstraction of water contained in underground strata, the undertaker will notify the Environment Agency of its proposals.

**14.** Any such work shall not be constructed except in accordance with such reasonable measures for conserving water (including monitoring and mitigation measures) as may be specified by the Agency by notice in writing to the undertaker within 56 days of the submission of the proposal.

**15.** The undertaker shall not be obliged to serve any notice which would otherwise be required by section 30 of the Water Resources Act 1991 (which relates to boreholes and similar works in respect of which a licence is not required).

**16.** Paragraph 11 of this Schedule shall apply to any dispute between the undertaker and the Environment Agency under this Part of this Schedule.

## PART 3

### FOR PROTECTION OF NETWORK RAIL INFRASTRUCTURE LIMITED

**17.** The following provisions of this Part of this Schedule shall have effect unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 30, any other person on whom rights or obligations are conferred by that paragraph.

**18.** In this Part of this Schedule—

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

“the engineer” means an engineer appointed by Network Rail for the purposes of this Order;

“plans” includes sections, designs, drawings, specification, soil reports, calculations, descriptions (including description of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of railway property;

“Network Rail” means Network Rail Infrastructure Limited and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the

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purpose of this definition “associated company” means any company which is (within the meaning of section 736 of the Companies Act 1985<sup>(3)</sup>) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or other subsidiary of the holding company of Network Rail Infrastructure Limited;

“railway operational procedures” means procedures specified under any access agreement (as defined in the Railways Act 1993<sup>(4)</sup> or station lease;

“railway property” means any railway belonging to Network Rail and any station, land, works, apparatus and equipment belonging to Network Rail or connected therewith and includes any easement or other property interest held or used by Network Rail for the purposes of such railway or works, apparatus or equipment;

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

**19.**—(1) Where under this Schedule Network Rail is required to give its consent or approval in respect of any matter, that consent or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures.

(2) In so far as any specified work or the acquisition or use of railway property is or may be subject to railway operational procedures, Network Rail shall—

- (a) co-operate with the undertaker with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and
- (b) use their reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised works pursuant to this Order.

**20.**—(1) The undertaker shall not exercise the powers conferred by section 11(3) of the 1965 Act in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.

(2) The undertaker shall not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any railway property, unless preventing such access is with the consent of Network Rail.

(3) The undertaker shall not under the powers of this Order acquire or use or acquire new rights over any railway property except with the consent of Network Rail.

(4) The undertaker shall not exercise the powers conferred by sections 271 or 272 of the 1990 Act, as applied by Schedule 10 to this Order, in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

(5) Where Network Rail is asked to give its consent pursuant to sub-paragraphs (1), (2), (3) or (4), such consent shall not be unreasonably withheld but may be given subject to reasonable conditions.

**21.**—(1) The undertaker shall before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work shall not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration.

(2) The approval of the engineer under sub-paragraph (1) shall not be unreasonably withheld or delayed, and if by the end of the period of 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated his disapproval of those plans and the

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(3) 1985 c. 6.

(4) 1993 c. 43.

grounds of his disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate his approval or disapproval within a further period of 28 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further period of 28 days the engineer has not intimated his approval or disapproval, he shall be deemed to have approved the plans as submitted.

(3) If by the expiry of 28 days beginning with the date on which written notice was served upon the engineer under paragraph (2), Network Rail gives notices to the undertaker that Network Rail desires itself to construct any part of a specified work 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 Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail 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 under this paragraph and under the supervision (where appropriate and if given) of the undertaker.

(4) When signifying his approval 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 construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation, decommissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of 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 Network Rail or by the undertaker, if Network Rail so desires such protective works shall be carried out by the undertaker at its own expense with all reasonable dispatch 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 to his reasonable satisfaction.

**22.**—(1) Any specified work and any protective works to be constructed by virtue of paragraph 21(4) shall, when commenced be constructed—

- (a) with all reasonable dispatch in accordance with the plans approved or deemed to have been approved or settled under paragraph 21;
- (b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;
- (c) in such manner as to cause as little damage as is possible to railway property and as little interference as may be with the conduct of traffic on the railways of Network Rail.

(2) If any damage to railway property or any such interference or obstruction shall be caused by the carrying out of, or in consequence of the construction of a specified work, the undertaker shall, notwithstanding any such approval, make good such damage and shall pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Without prejudice to any other operational railway requirement, the undertaker shall give to the engineer not less than 180 days' notice of its intention to commence the construction of a specified work and also, except in emergency (when it shall give such notice as may be reasonably practicable), of its intention to carry out any works for the maintenance or repair of a specified work in so far as such work of repair or maintenance may affect railway property.

**23.** The undertaker shall—

- (a) at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and
- (b) supply the engineer with all such information as he may reasonably require with regard to a specified work or the method of constructing it.

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**24.** Network Rail shall at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by Network Rail under this Schedule during their construction and shall supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

**25.—**(1) If any alterations or additions, either permanent or temporary, to railway property are reasonably necessary during the construction of a specified work or any protective works under paragraph 21(4), or during a period of 12 months after the commencement of regular revenue-earning bus operations using the guided busways comprised in any specified work, in consequence of the construction of a specified work, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker reasonable notice of its intention to carry out such alterations and additions, the undertaker shall pay to Network Rail the reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work which in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires that part of the specified work to be constructed, Network Rail shall assume the construction of that specified work and the undertaker shall, notwithstanding any such approval of specified work under paragraph 21(3), shall pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may suffer by reason of the execution by Network Rail of that specified work.

**26.** The undertaker shall repay to Network Rail all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail—

- (a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 21(3) or in constructing any protective works under the provisions of paragraph 21(4) 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 approval by the engineer of plans submitted by the undertaker and the supervision by him of the construction of a specified work and otherwise in connection with the implementation of the provisions of this Part of this Schedule;
- (c) 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 a specified work;
- (d) 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 a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and
- (e) 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 a specified work.

**27.** If at any time after the completion of a specified work, not being a work vested in Network Rail, Network Rail gives notice to the undertaker informing it that the state of maintenance of any part of the specified work not vested in Network Rail appears to be such as adversely affects the operation of railway property, the undertaker shall, on receipt of such notice, take such steps as may

be reasonably necessary to put that specified work in such state of maintenance as not adversely to affect railway property.

**28.** The undertaker shall not provide any illumination or illuminated sign or signal on or in connection with a specified work in the vicinity of any railway belonging to Network Rail unless it shall have first consulted Network Rail and it shall comply with Network Rail's reasonable requirements for preventing confusion between such illumination or illuminated sign or signal and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.

**29.** Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work shall, provided that 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be repaid by the undertaker to Network Rail.

**30.—(1)** The undertaker shall pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Schedule which may be occasioned to or reasonably incurred by Network Rail—

- (a) by reason of the construction or maintenance of a specified work or the failure thereof; 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 a specified work; and the undertaker shall indemnify Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission; and the fact that any act or thing may have been done by Network Rail on behalf of the undertaker 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 Network Rail 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.

(2) Network Rail shall give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of such a claim or demand shall be made without the prior consent of the undertaker.

(3) The sums payable by the undertaker under sub-paragraph (1) shall include a sum equivalent to the relevant costs.

(4) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail shall promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.

(5) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs shall, in the event of default, be enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (4).

(6) In this paragraph—

“the relevant costs” means the costs, direct losses and expenses (including loss of revenue) incurred by each train operator as a consequence of any restriction of the use of Network Rail's railway network as a result of the construction, maintenance or failure of a specified work, or any such act or omission as mentioned in sub-paragraph (1); and

“train operator” means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.

**31.** Network Rail shall, on receipt of a request from the undertaker, from time to time provide to the undertaker at the cost of the undertaker, written estimates of the costs, charges, expenses and

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

other liabilities for which the undertaker is or will become liable under this Schedule (including the amount of the relevant costs mentioned in paragraph 30) and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made pursuant to this Part of this Schedule (including any claim relating to those relevant costs).

**32.** In the assessment of any sums payable to Network Rail under this Part of this Schedule there shall not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Schedule or increasing the sums so payable.

**33.** The undertaker and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer to the undertaker of—

- (a) any railway property shown on the deposited plans and described in the book of reference;
- (b) any lands, works or other property held in connection with any such railway property; and
- (c) any rights and obligations (whether or not statutory) of Network Rail relating to any railway property.