
STATUTORY INSTRUMENTS

2006 No. 3117

TRANSPORT AND WORKS, ENGLAND
TRANSPORT, ENGLAND

The Network Rail (Thameslink 2000) Order 2006

Made - - - - *22nd November*
2006

Coming into force - - *13th December 2006*

An application was made on 19th November 1997 (“the 1997 Application”) to the Secretary of State, in accordance with the Transport and Works (Applications and Objections Procedure) Rules 1992(1), for an Order under sections 1, 3 and 5 of the Transport and Works Act 1992(2), (“the 1992 Act”) to authorise certain works (“the 1997 draft Order”).

A further application was made on 23rd September 1999 (“the 1999 Application”) to the Secretary of State, in accordance with those Rules, for a further Order (“the 1999 draft Order”) under those sections of the 1992 Act to authorise further works which replaced in part works proposed to be authorised by the 1997 draft Order.

The Secretary of State caused an inquiry to be held for the purposes of the 1997 Application and the 1999 Application pursuant to section 11 of the 1992 Act.

At the request of the Secretary of State, a further draft Order consolidating the proposals comprised in the 1999 Order and, so far as not replaced by those proposals, the proposals comprised in the 1997 Order was prepared.

The Secretary of State, having considered the objections made and not withdrawn and the reports of the persons who held the inquiry, has determined to make an Order giving effect to the proposals comprised in the 1997 Application and the 1999 Application with modifications which in his opinion do not make any substantial change in those proposals.

Notice of the Secretary of State’s determination was published in the London Gazette on 24th October 2006.

The Secretary of State is satisfied that the provision of an alternative right of way for each of the streets mentioned in Part 2 of Schedule 4 to this Order is not required.

Accordingly, the Secretary of State, in exercise of the powers conferred on him by sections 1, 3 and 5 of, and paragraphs 1 to 5, 7, 8, 10, 11, 16 and 17 of Schedule 1 to, the 1992 Act hereby makes the following Order:—

(1) S.I. 1992/2902.
(2) 1992 c. 42.

PART 1

Citation and commencement

1. This Order may be cited as the Network Rail (Thameslink 2000) Order 2006 and shall come into force on 13th December 2006.

Interpretation

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

“the 1961 Act” means the Land Compensation Act 1961⁽³⁾;

“the 1965 Act” means the Compulsory Purchase Act 1965⁽⁴⁾;

“the 1973 Act” means the Land Compensation Act 1973⁽⁵⁾;

“the 2003 Act” means the Communications Act 2003⁽⁶⁾;

“the Applications Rules” means the Transport and Works (Applications and Objections Procedure) Rules 1992⁽⁷⁾ made under sections 6, 7 and 10 of the 1992 Act;

“authorised works” means the scheduled works and any other works authorised by this Order;

“Blackfriars bridge” means the railway bridge over the river Thames at Blackfriars in the City of London and London borough of Southwark;

“the Blackfriars works” means Works Nos. 3 and 4 and the station and other works authorised by article 7 (station works at Blackfriars);

“the book of reference” means the book of reference described in rule 7(5) of the Applications Rules certified by the Secretary of State as the book of reference for the purposes of this Order;

“bridleway”, “carriageway”, “footpath”, “footway”, “highway” and “highway authority” have the same meaning as in the Highways Act 1980⁽⁸⁾;

“conduit system” has the same meaning as in the electronic communications code and references to providing a conduit system shall be construed in accordance with paragraph 1(3A) of that code;

“the deposited plans” means the plans prepared in pursuance of rule 7(1)(a) and (3) of the Applications Rules and certified by the Secretary of State as the deposited plans for the purposes of this Order and references to land shown on those plans are references to land so shown in pursuance of rule 7(3);

“the deposited sections” means the sections certified by the Secretary of State as the deposited sections for the purposes of this Order;

“electronic communications apparatus” has the same meaning as in the electronic communications code;

“the electronic communications code” has the same meaning as in Chapter 1 of Part 2 of the 2003 Act⁽⁹⁾;

“electronic communications code network” means—

(3) 1961 c. 33.

(4) 1965 c. 56.

(5) 1973 c. 26.

(6) 2003 c. 21.

(7) S.I. 1992/2902.

(8) 1980 c. 66.

(9) See section 106.

- (a) so much of an electronic communications network or conduit system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 of the 2003 Act; and
- (b) an electronic communications network which the Secretary of State or a Northern Ireland department is providing or proposing to provide;

“electronic communications code operator” means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act;

“electronic communications network” and “electronic communications service” each has the same meaning as in the 2003 Act⁽¹⁰⁾;

“enactment” includes any order, byelaw, rule, regulation, scheme or other instrument having effect by virtue of an enactment;

“the Farringdon works” means Work No. 2 and the other works at Farringdon station comprising extensions of the Thameslink Railway platforms, extension of the station footbridge with access to Turnmill Street and works for the pedestrianisation of part of Cowcross Street, a new station booking hall and concourse and electricity substation;

“former PTO” means a person—

- (a) who is a provider of a public electronic communications network or a public electronic communications service which, immediately before the date on which the repeal by the 2003 Act of section 7 of the Telecommunications Act 1984 comes into force, was designated as a public telecommunication system under section 9 of that Act; and
- (b) who, immediately before that date, was authorised to provide that network or service by a licence to which section 8 of that Act applied;

“the limits of deviation”, in relation to a work, means the limits of deviation related to that work which are shown on the deposited plans;

“the London Bridge works” means Works Nos. 8, 9, 10, 11, 13 and 14 and the station and other works authorised by article 9 (further works at London Bridge) or any of those works;

“LUL” means London Underground Limited;

“maintain” includes inspect, repair, adjust, alter, remove, reconstruct and replace and “maintenance” shall be construed accordingly;

“Network Rail” means Network Rail Infrastructure Limited;

“operator”, in relation to an electronic communications code network, means—

- (a) the electronic communications code operator providing that network; or
- (b) the Secretary of State or a Northern Ireland department, to the extent that they are providing or proposing to provide that network;

“the Order limits” means any of the limits of deviation or the limits of land to be acquired or used, or, in relation to Work No. 12, the line marked “Extent of bridge and viaduct widening”, shown on the deposited plans;

“owner”, in relation to land, means a person, other than a mortgagee not in possession, who is for the time being entitled to dispose of the fee simple of land (whether in possession or reversion) and includes a person holding, or entitled to the rents and profits of, the land under a lease or tenancy having an unexpired term exceeding 3 years;

“provide” and cognate expressions, in relation to an electronic communications network, an electronic communications service or associated facilities, are to be construed in accordance with section 32(4) of the 2003 Act;

⁽¹⁰⁾ See section 32.

“public electronic communications network” and “public electronic communications service” each has the same meaning as in Chapter 1 of Part 2 of the 2003 Act;

“the scheduled works” means the works specified in Schedule 1 to this Order;

“street” includes part of a street;

“street authority”, in relation to a street, has the same meaning as in Part 3 of the Street Works Act;

“the Street Works Act” means the New Roads and Street Works Act 1991⁽¹¹⁾;

“tidal work” means so much of any work authorised by this Order as is in, on, under or over tidal waters or tidal lands below the level of mean high water springs;

“the tribunal” means the Lands Tribunal; and

“Trinity House” means the Corporation of Trinity House of Deptford Strond.

(2) References in this Order to rights over land include references to rights to do, or to place and maintain, anything in or on land or in the air-space over its surface.

(3) All directions, distances and lengths stated in any description of works, powers or lands shall be construed as if the words “or thereabouts” were inserted after each such direction, distance and length and distances between points on a railway shall be taken to be measured along the railway.

(4) Any reference in this Order to a work identified by the number of the work shall be construed as a reference to the work of that number authorised by this Order.

(5) References in this Order to points identified by letters, with or without numbers, shall be construed as references to the points so lettered on the deposited plans.

Incorporation of Railways Clauses Consolidation Act 1845

3.—(1) The following provisions of the Railways Clauses Consolidation Act 1845⁽¹²⁾ shall be incorporated in this Order—

section 24 (obstructing construction of railway) subject to the modification in paragraph (3);

section 46 (crossing of roads—level crossings—bridges) subject to the modification in paragraph (4);

section 58 (company to repair roads used by them), except for the words from “and if any question” to the end;

section 68 (accommodation works by company);

section 71 (additional accommodation works by owners), except for the words “or directed by such justices to be made by the company” and “or, in case of difference, as shall be authorised by two justices”;

sections 72 and 73 (supplementary provisions relating to accommodation works);

section 77 (presumption that minerals excepted from acquisition of land);

sections 78 to 85E and Schedules 1 to 3 (minerals under railways), as respectively substituted and inserted by section 15 of the Mines (Working Facilities and Support) Act 1923⁽¹³⁾;

section 145 (recovery of penalties); and

section 154 (transient offenders).

(2) In those provisions, as incorporated in this Order—

“the company” means Network Rail;

⁽¹¹⁾ 1991 c. 22.

⁽¹²⁾ 1845 c. 20.

⁽¹³⁾ 1923 c. 20.

“prescribed”, in relation to any such provision, means prescribed by this Order for the purposes of that provision;

“the railway” means any railway authorised to be constructed by this Order and, except where the context otherwise requires, any other authorised works;

“the special Act” means this Order.

(3) Section 24 of the said Act of 1845, as incorporated in this Order, shall have effect as if the maximum fine which may be imposed on summary conviction of an offence under that section were instead of a fine not exceeding level 2 on the standard scale, a fine not exceeding level 3 on the standard scale.

(4) In section 46 of the said Act of 1845, as incorporated in this Order, for the proviso there shall be substituted the words “Provided always, that, with the consent of the highway authority and subject to such conditions as the authority may reasonably impose, the railway may be carried across a highway on the level”.

PART 2

WORKS PROVISIONS

Principal powers

Power to construct and maintain certain works

4.—(1) Network Rail may construct and maintain the scheduled works.

(2) Subject to article 6 (power to deviate), the scheduled works shall be constructed in the lines or situations shown on the deposited plans and in accordance with the levels shown on the deposited sections.

(3) Network Rail may—

- (a) on the land specified in columns (1) and (2) of Part 1 of Schedule 2 (additional works and lands) to this Order, carry out and maintain the works specified in relation to that land in column (3) of that Part of that Schedule;
- (b) at each of the stations specified in column (1) of Part 2 of Schedule 2 to this Order and on the land specified in relation to that station in column (2) of that Part of that Schedule, carry out and maintain the works (being station works) specified in relation to that station in column (3) of that Part of that Schedule;
- (c) on the land specified in columns (1) and (2) of Part 3 of Schedule 2 to this Order, carry out and maintain the works (being works relating to power reinforcement) specified in relation to that land in column (3) of that Part of that Schedule; and
- (d) on the land specified in columns (1) and (2) of Part 4 of Schedule 2 to this Order, carry out and maintain the works (being works relating to signalling equipment) specified in relation to that land in column (3) of that Part of that Schedule;

with all necessary works and conveniences in connection therewith.

(4) In the said Part 3 of Schedule 2, “electrical equipment” means equipment in the supply of traction current to the railway.

Power to construct and maintain ancillary works

5.—(1) Subject to paragraph (3), Network Rail may do such of the following as may be necessary or expedient for purposes ancillary to the construction of the authorised works, namely—

- (a) construct and maintain such offices and other buildings, yards, machinery, plant, apparatus and other works and conveniences as Network Rail thinks fit;
 - (b) make, provide and maintain all such approaches, bridges, subways, interchanges, roundabouts, turning places, lifts, stairs, escalators, ramps, passages, means of access, shafts and stagings as Network Rail thinks fit;
 - (c) make junctions and communications (including the provision of steps or ramps for the use of persons on foot) with any highway or access way intersected or interfered with by, or contiguous to, any of those works, and widen or alter any highway or access way for the purpose of connecting it with any of those works or another highway, or of crossing under or over the highway or access way;
 - (d) construct, provide and maintain all such embankments, aprons, abutments, retaining walls, wing walls, culverts and other works as may be necessary or convenient;
 - (e) alter or remove any structure erected upon any highway or adjoining land;
 - (f) alter the position of apparatus, including mains, sewers, drains and cables;
 - (g) alter the course of, or otherwise interfere with, non-navigable rivers, streams or watercourses.
- (2) Subject to paragraph (3), Network Rail may carry out and maintain such other works (of whatever nature) as may be necessary or expedient for purposes ancillary to the construction of the authorised works.
- (3) Paragraphs (1) and (2)—
- (a) shall only authorise the carrying out or maintenance of works outside the limits of deviation for the scheduled works if the works are carried out on land specified in columns (1) and (2) of Part 1, 2, 3 or 4 of Schedule 2 (additional works and lands) to this Order for the purpose specified in relation to that land in column (3) of that Part of that Schedule; and
 - (b) shall not authorise the carrying out or maintenance of works to alter the course of, or otherwise interfere with, navigable rivers or watercourses.
- (4) Any power authorised by paragraph (1)(c) which affects a highway shall not be exercised without the written consent of the relevant highway authority, but such consent shall not be unreasonably withheld.
- (5) Network Rail may within the Order limits—
- (a) carry out and maintain landscaping and other works to mitigate any adverse effects of the construction, maintenance or operation of the authorised works; and
 - (b) carry out and maintain works for the benefit or protection of land affected by the authorised works.

Power to deviate

6. In constructing or maintaining any of the scheduled works, Network Rail may—
- (a) deviate laterally from the lines or situations shown on the deposited plans within the limits of deviation relating to that work shown on those plans or, in the case of Work No. 20, within a distance of 10 metres on either side of the line of that work shown on those plans; and
 - (b) deviate vertically from the levels shown on the deposited sections—
 - (i) in the case of Works Nos. 1, 2, 12, 22, 23 and 24, to any extent not exceeding 0.75 metres upwards,
 - (ii) in the case of Works Nos. 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14 and 21, to any extent not exceeding one metre upwards or downwards,

- (iii) in the case of any of the remaining works, to any extent not exceeding three metres upwards or downwards.

Station works at Blackfriars

7.—(1) Network Rail may, at Blackfriars in the City of London and the London borough of Southwark in the construction of Works Nos. 3, 4, 5, and 6, and within the limits of deviation for those works—

- (a) alter and extend Blackfriars station with all necessary works and conveniences connected therewith, including a canopy over Network Rail’s platforms at that station;
- (b) provide a station pedestrian access incorporating a lift and staircase and a footbridge over Queen Victoria Street between points D1 and D2 connecting with a high level walkway to Network Rail’s platforms at Blackfriars Station;
- (c) stop up the footpath between points F1 and F2 and construct a new footpath between points F1, F3, F4 and F2.

(2) In constructing or maintaining the footbridge referred to in paragraph (1)(b), Network Rail may deviate vertically from the levels shown on the deposited section to any extent not exceeding 0.75 metres upwards or downwards.

Appropriation of works near Blackfriars Bridge

8.—(1) In this article—

“the new works” means the station canopy comprised in the Blackfriars works;

“the original works” means the disused bridge piers alongside Blackfriars bridge and such other works and premises authorised by the 1860 Act as are within the limits of deviation for Works Nos. 3, 4, 5 and 6;

“the 1860 Act” means the London, Chatham and Dover Railway (Metropolitan Extensions) Act 1860(14).

(2) If Network Rail proceeds with the construction of the new works it may do either or both of the following—

- (a) hold, use and appropriate such parts of the original works as it may require for the purposes of the new works or for any purpose ancillary to its undertaking;
- (b) take down and remove such parts of the original works as it does not require for those purposes,

and all the powers and obligations conferred or imposed upon Network Rail by the 1860 Act in relation to such parts of the original works including the obligation to maintain them shall cease to have effect.

Further works at London Bridge

9. Network Rail may, at London Bridge in the London borough of Southwark, in the construction of Works Nos. 13 and 14 or either of them and within the limits of deviation for those works form, alter or extend platforms at Network Rail’s London Bridge station with all necessary works and conveniences connected therewith, including the alteration of the station footbridge, the train shed and the bus interchange.

Disapplication of provision relating to land at Puddle Dock, Blackfriars

10.—(1) In this article “the particular provision” means clause 2(22)(d) of the Underlease dated 11th July 1985 of land and premises at Puddle Dock, Blackfriars, in the City of London made between The Provost and Scholars of the King’s College of Our Lady and Saint Nicholas in Cambridge of the one part and the British Railways Board of the other part, the term of years granted by which Underlease is now vested in Network Rail.

(2) Nothing in the particular provision or in any other provision having the same or similar effect shall prevent Network Rail from constructing and maintaining the Blackfriars works.

Disapplication of enactments relating to the Borough Market, Southwark

11. Network Rail may exercise any power conferred by this Order relating to or affecting any land forming part of the Borough Market in the London borough of Southwark notwithstanding any provision in section 62 or 63 of the Charing Cross Railway Act 1859⁽¹⁵⁾ or any other enactment contained in a private Act of Parliament; and, accordingly, any such provision shall cease to have effect to the extent that it would be inconsistent with the exercise by Network Rail of any such power.

Release from obligations relating to footway at Bermondsey

12. Network Rail shall cease to be under any obligation (whether imposed by section 9 (as to certain footways) of the South Eastern Railway Act 1896⁽¹⁶⁾ or otherwise) to provide, maintain or light a footway between Silwood Street and Trundleys Road in the London borough of Lewisham; and in this article “footway” has the same meaning as in the said Act of 1896.

Disapplication of enactment relating to Balcombe Bridge

13.—(1) In this article “Balcombe Bridge” means the bridge (numbered by Network Rail 145) in the Parish of Balcombe, District of Mid Sussex, County of West Sussex carrying the London to Brighton Railway over Rocks Lane.

(2) Nothing in section 44 (for protection of East Sussex County Council) of the British Transport Commission Act 1960⁽¹⁷⁾, which relates to Balcombe Bridge, shall apply in relation to Work No. 23 or any other authorised works relating to Balcombe Bridge.

Streets

Power to execute street works

14.—(1) Network Rail may, for the purposes of the authorised works, enter upon so much of any of the streets specified in Schedule 3 (streets subject to street works) to this Order as is within the Order limits and may—

- (a) place apparatus in the street;
- (b) maintain apparatus in the street or change its position; and
- (c) execute any works required for or incidental to the authorised works or any works referred to in sub-paragraphs (a) and (b) (including, in particular, breaking up or opening the street, or any sewer, drain or tunnel under it, or tunnelling or boring under the street).

(2) This article is subject to paragraph 3 of Schedule 9 (provisions relating to statutory undertakers etc.) to this Order.

⁽¹⁵⁾ 1859 c. lxxxi.

⁽¹⁶⁾ 1896 c. cxxvi.

⁽¹⁷⁾ 1960 c. xlvii.

(3) In this article “apparatus” has the same meaning as in Part 3 of the Street Works Act.

Permanent stopping up of streets

15.—(1) Subject to the provisions of this article, Network Rail may, in connection with the construction of the authorised works, permanently stop up each of the streets specified in columns (1) and (2) of Parts 1 and 2 of Schedule 4 (streets to be permanently stopped up) to this Order to the extent specified in column (3) of that Schedule.

(2) The street specified in columns (1) and (2) of Part 1 of Schedule 4 (streets to be permanently stopped up) to this Order (being a street to be stopped up for which a substitute is to be provided) shall not be wholly or partly stopped up under this article unless—

- (a) the new street to be substituted for it, and which is specified in column (4) of that Part of that Schedule, has been completed to the reasonable satisfaction of the street authority and is open for use; or
- (b) a temporary alternative route, which has been approved by the street authority (such approval not to be unreasonably withheld) is available between the commencement and termination points of the street to be stopped up pending completion of the new street in accordance with sub-paragraph (a).

(3) No street specified in columns (1) and (2) of Part 2 of Schedule 4 (streets to be permanently stopped up) to this Order (being a street to be stopped up for which no substitute is to be provided) shall be wholly or partly stopped up under this article unless the condition specified in paragraph (4) is satisfied in relation to all the relevant land; and for this purpose “relevant land” means any land which abuts on either side of the street to be stopped up.

(4) The condition referred to in paragraph (3) is that—

- (a) Network Rail is in possession of the land; or
- (b) there is no right of access to the land from the street concerned; or
- (c) there is reasonably convenient access to the land otherwise than from the street concerned; or
- (d) the owners and occupiers of the land have agreed to the stopping up.

(5) Network Rail may for the purposes of, or for purposes ancillary to, the authorised works in the London borough of Islington, narrow Turnmill Street between points N1 and N2 and Cowcross Street between points N3 and N4; and stop up the portions of those streets lying outside the narrowings.

(6) Network Rail may for the purposes of, or for purposes ancillary to, the authorised works—

- (a) in the London borough of Southwark, install stanchions in any part of Enid Street which lies between points N1 and N2 and any part of Almond Road which lies between points N3 and N4; and
- (b) in the London borough of Lambeth, install stanchions in any part of Waterloo Road which lies between points N1 and N2;

and stop up those streets to the extent occupied by those works.

(7) Where a street has been permanently stopped up under this article—

- (a) all rights of way over or along the street so stopped up (other than, in the case of a stopping up under paragraph (1), a right on foot) shall be extinguished; and
- (b) Network Rail may, without making any payment but subject to sections 77 to 85E of, and Schedules 1 to 3 to, the Railways Clauses Consolidation Act 1845(18) (which relate to

minerals under railways) appropriate and use for the purposes of its railway undertaking so much of the site of the street as is bounded on both sides by land owned by Network Rail.

(8) Any person who suffers loss by the extinguishment of any private right of way under this article shall be entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

(9) This article is subject to paragraph 2 of Schedule 9 (provisions relating to statutory undertakers etc.) to this Order.

Temporary stopping up of streets

16.—(1) Network Rail, during and for the purposes of the execution of the authorised works, may temporarily stop up, alter or divert any street and may for any reasonable time—

- (a) divert the traffic from the street; and
- (b) subject to paragraph (3), prevent all persons from passing along the street.

(2) Without prejudice to the generality of paragraph (1), Network Rail may use any street stopped up under the powers of this article as a temporary working site.

(3) Network Rail shall provide reasonable access for pedestrians going to or from premises abutting on a street affected by the exercise of the powers conferred by this article if there would otherwise be no such access.

(4) Without prejudice to the generality of paragraph (1), Network Rail may exercise the powers of this article—

- (a) in relation to the streets specified in columns (1) and (2) of Schedule 5 (streets to be temporarily stopped up) to this Order within the Order limits; and
- (b) in the London borough of Southwark, in relation to so much of Southwark Street as lies between its junction with Southwark Bridge Road and Redcross Way; but so that the provisions of paragraph (2) shall not apply.

(5) Network Rail shall not exercise the powers of this article—

- (a) in relation to any street specified as mentioned in paragraph (4) without first consulting the street authority; and
- (b) in relation to any other street without the consent of the street authority, but such consent shall not be unreasonably withheld.

(6) The provisions of the Street Works Act mentioned in paragraph (7) and any regulations made, or code of practice issued or approved under, those provisions shall apply (with the necessary modifications) in relation to the stopping up, alteration or diversion of a street by Network Rail under the powers conferred by this article where no street works are executed in that street as they would apply if the stopping up, alteration or diversion were occasioned by street works executed in that street by Network Rail.

(7) The provisions of the Street Works Act referred to in paragraph (6) are—

- section 54 (advance notice of certain works);
- section 55 (notice of starting date of works);
- section 59 (general duty of street authority to co-ordinate works);
- section 60 (general duty of undertakers to co-operate);
- section 69 (works likely to affect other apparatus in the street);
- section 76 (liability for cost of temporary traffic regulation);
- section 77 (liability for cost of use of alternative route); and
- all such other provisions as apply for the purposes of the provisions mentioned above.

(8) Any person who suffers loss by the suspension of any private right of way under this article shall be entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

Access to works

17.—(1) Network Rail may, for the purposes of the authorised works—

- (a) form and lay out means of access, or improve existing means of access, to the streets specified in columns (1) and (2) of Schedule 6 (access to works) to this Order at or about the points marked “A”; and
- (b) with the approval of the highway authority (such approval not to be unreasonably withheld) form and lay out such means of access or improve existing means of access at such other locations within the Order limits as Network Rail reasonably requires for the purposes of the authorised works.

(2) The provisions of paragraph (1)(a) in respect of Turnmill Street and Farringdon Road in the London borough of Islington and Withdean Road/Station Road in the City of Brighton and Hove shall extend only to the formation and laying out of pedestrian access or improving existing means of pedestrian access.

Construction and maintenance of new or altered streets

18.—(1) Any street to be constructed under this Order shall be completed to the reasonable satisfaction of the highway authority and shall, unless otherwise agreed, be maintained by and at the expense of Network Rail for a period of 24 months from its completion and at the expiry of that period by and at the expense of the highway authority.

(2) Where a street is altered or diverted under this Order, the altered or diverted part of the street shall when completed to the reasonable satisfaction of the street authority, unless otherwise agreed, be maintained by and at the expense of Network Rail for a period of 24 months from its completion and at the expiry of that period by and at the expense of the street authority.

(3) Paragraphs (1) and (2) do not apply in relation to the structure of any bridge or tunnel carrying a street over or under any railway of Network Rail.

(4) Except as provided in this article and notwithstanding anything in section 46 of the Railways Clauses Consolidation Act 1845⁽¹⁹⁾ as incorporated in this Order, Network Rail shall not be liable to maintain the surface of any highway under or over which the scheduled works shall be constructed, or the immediate approaches to any such highway.

(5) Nothing in this article shall prejudice the operation of section 87 of the Street Works Act (prospectively maintainable highways); and Network Rail shall not by reason of any duty under this article to maintain a street be taken to be the street authority in relation to that street for the purposes of Part 3 of that Act.

(6) Nothing in this article shall have effect in relation to street works as respects which the provisions of Part 3 of the Street Works Act apply.

Construction of bridges and tunnels

19. Any bridge or tunnel to be constructed or reconstructed under this Order for carrying a highway over or under a railway shall be constructed or reconstructed in accordance with plans and specifications approved by the highway authority, but such approval shall not be unreasonably withheld.

⁽¹⁹⁾ 1845 c. 20.

Agreements with street authorities

- 20.**—(1) A street authority and Network Rail may enter into agreements with respect to—
- (a) the construction of any new street (including any structure carrying the street over or under a railway) under the powers conferred by this Order;
 - (b) the maintenance of the structure of any bridge carrying a street over a railway;
 - (c) any stopping up, alteration or diversion of a street under the powers conferred by this Order; or
 - (d) the execution in the street of any of the works referred to in article 14(1) (power to execute street works).
- (2) Such an agreement may, without prejudice to the generality of paragraph (1)—
- (a) make provision for the street authority to carry out any function under this Order which relates to the street in question; and
 - (b) contain such terms as to payment and otherwise as the parties consider appropriate.

Supplemental powers

Discharge of water

21.—(1) Network Rail may use any watercourse or any public sewer or drain for the drainage of water in connection with the construction or maintenance of the authorised works and for that purpose may lay down, take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with, the watercourse, sewer or drain.

(2) Network Rail shall not discharge any water into any watercourse, public sewer or drain except with the consent of the authority to which it belongs; and such consent may be given subject to such terms and conditions as the authority may reasonably impose but shall not be unreasonably withheld.

(3) Network Rail shall not make any opening into any public sewer or drain except in accordance with plans approved by, and under the superintendence (if provided) of, the authority to which the sewer or drain belongs, but such approval shall not be unreasonably withheld.

(4) Network Rail shall not, in the exercise of the powers conferred by this article, damage or interfere with the bed or banks of any watercourse forming part of a main river.

(5) Network Rail shall take such steps as are reasonably practicable to secure that any water discharged into a watercourse or public sewer or drain under the powers conferred by this article is as free as may be practicable from gravel, soil or other solid substance or oil or matter in suspension.

(6) This article does not authorise the entry into controlled waters of any matter whose entry or discharge into controlled waters is prohibited by section 85(1), (2) or (3) of the Water Resources Act 1991(20).

(7) In this article—

- (a) “public sewer or drain” means a sewer or drain which belongs to a sewerage undertaker, the Environment Agency, an internal drainage board, a local authority, a joint planning board, an urban development corporation or a harbour authority within the meaning of the Harbours Act 1964(21);
- (b) “watercourse” includes all rivers, streams, ditches, drains, cuts, culverts, dykes, sluices, sewers and passages through which water flows except a public sewer or drain; and

(20) 1991 c. 57.

(21) 1964 c. 40.

- (c) other expressions used both in this article and in the Water Resources Act 1991 have the same meaning as in that Act.

Protective works to buildings

22.—(1) Subject to the following provisions of this article, Network Rail may at its own expense and from time to time carry out such protective works to any building within the Order limits and lying within 35 metres of any of the authorised works as Network Rail considers to be necessary or expedient.

(2) Protective works may be carried out—

- (a) at any time before or during the construction in the vicinity of the building of any part of the authorised works; or
- (b) after the completion of the construction of that part of the authorised works, at any time up to the end of the period of 5 years beginning with the day on which that part of the authorised works is first opened for use.

(3) For the purpose of determining how the functions under this article are to be exercised Network Rail may enter and survey any building falling within paragraph (1) and any land belonging to it.

(4) For the purpose of carrying out protective works under this article to a building Network Rail may (subject to paragraphs (5) and (6))—

- (a) enter the building and any land belonging to it; and
- (b) where the works cannot be carried out reasonably conveniently without entering land adjacent to the building, enter the adjacent land (but not any building erected on it).

(5) Before exercising—

- (a) a right under paragraph (1) to carry out protective works to a building;
- (b) a right under paragraph (3) to enter a building and any land belonging to it;
- (c) a right under paragraph (4)(a) to enter a building or land; or
- (d) a right under paragraph (4)(b) to enter land,

Network Rail shall, except in the case of emergency, serve on the owners and occupiers of the building or land not less than 14 days' notice of its intention to exercise that right and, in a case falling within sub-paragraph (a) or (c), specifying the protective works proposed to be carried out.

(6) Where notice is served under paragraph (5)(a), (c) or (d), the owner or occupier of the building or land concerned may, by serving a counter-notice within the period of 10 days beginning with the day on which the notice was served, require the question whether it is necessary or expedient to carry out the protective works or to enter the building or land to be referred to arbitration under article 51 (arbitration).

(7) Network Rail shall compensate the owners and occupiers of any building or land in relation to which the powers of this article have been exercised for any loss or damage arising to them by reason of the exercise of those powers.

(8) Where—

- (a) protective works are carried out under this article to a building; and
- (b) within the period of 5 years beginning with the day on which the part of the authorised works constructed within the vicinity of the building is first opened for use it appears that the protective works are inadequate to protect the building against damage caused by the construction or operation of that part of the works,

Network Rail shall compensate the owners and occupiers of the building for any damage sustained by them.

(9) Nothing in this article shall relieve Network Rail from any liability to pay compensation under section 10(2) of the 1965 Act.

(10) Any compensation payable under paragraph (7) or (8) shall be determined, in case of dispute, under Part 1 of the 1961 Act.

(11) In this article—

- (a) “building” includes any structure or erection or any part of a building, structure or erection;
- (b) any reference to a building within a specified distance of a work includes—
 - (i) in the case of a work under the surface of the ground, a reference to any building within the specified distance of the point on the surface below which the work is situated, and
 - (ii) where a work has not commenced, a reference to a building within the specified distance of the proposed site of the work, and
- (c) “protective works”, in relation to a building, means—
 - (i) underpinning, strengthening and any other works the purpose of which is to prevent damage which may be caused to the building by the construction, maintenance or operation of the authorised works, and
 - (ii) any works the purpose of which is to remedy any damage which has been caused to the building by the construction, maintenance or operation of the authorised works.

Power to survey and investigate land etc.

23.—(1) Network Rail may for the purposes of this Order—

- (a) survey or investigate any land within the Order limits;
- (b) without prejudice to the generality of sub-paragraph (a), make trial holes in such positions as it thinks fit on any such land to investigate the nature of the surface layer and subsoil and remove soil samples;
- (c) without prejudice to the generality of sub-paragraph (a), carry out ecological or archaeological investigations on any such land;
- (d) place on, leave on and remove from the land apparatus for use in connection with the exercise of any of the powers conferred by sub-paragraphs (a) to (c); and
- (e) enter on the land for the purpose of exercising any of the powers conferred by sub-paragraphs (a) to (d).

(2) No land may be entered, or equipment placed or left on or removed from the land under paragraph (1), unless at least 7 days' notice has been served on every owner and occupier of the land.

(3) Any person entering land under this article on behalf of Network Rail—

- (a) shall, if so required, before or after entering the land produce written evidence of his authority to do so; and
- (b) may take with him such vehicles and equipment as are necessary to carry out the survey or investigation or to make the trial holes.

(4) No trial holes shall be made under this article in a carriageway or footway without the consent of the street authority, but such consent shall not be unreasonably withheld.

(5) Network Rail shall make compensation for any damage occasioned, by the exercise of the powers conferred by this article, to the owners and occupiers of the land, such compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

PART 3

ACQUISITION AND POSSESSION OF LAND

Powers of acquisition

Power to acquire land

24.—(1) Subject to paragraph (2), Network Rail may acquire compulsorily—

- (a) so much of the land shown on the deposited plans within the limits of deviation for the scheduled works shown on those plans and described in the book of reference as may be required for or in connection with the authorised works; and
- (b) so much of the land specified in columns (1) and (2) of Part 1, 2, 3 or 4 of Schedule 2 (additional works and land) to this Order as may be required for the purpose specified in relation to that land in column (3) of that Schedule,

and may use any land so acquired for those purposes or for any other purposes ancillary to its railway undertaking.

(2) Network Rail shall not under the powers of this Order acquire compulsorily any interest in the land numbered 397, 536 and 542 on the deposited plans in the London borough of Southwark.

(3) Network Rail shall not under the powers of this Order acquire compulsorily any greater interest in the land numbered 540 in the London borough of Southwark than is necessary—

- (a) as a means of access over London Bridge Street for the construction of the London Bridge works; and
- (b) to carry out any related protective works to strengthen the cellar roofs comprising part of that land numbered 540.

(4) This article is subject to articles 29(8) (temporary use of land for construction of works) and 34 (saving for regulated rights etc.).

Application of Part 1 of the Compulsory Purchase Act 1965

25.—(1) Part 1 of the 1965 Act, insofar as not modified by or inconsistent with the provisions of this Order, shall apply to the acquisition of land under this Order—

- (a) as it applies to a compulsory purchase to which the Acquisition of Land Act 1981(22) applies; and
- (b) as if this Order were a compulsory purchase order under that Act.

(2) Part 1 of the 1965 Act, as so applied, shall have effect as if—

- (a) section 4 (which provides a time limit for compulsory purchase of land) and paragraph 3(3) of Schedule 3 (which makes provision as to the giving of bonds) were omitted; and
- (b) in section 11(1) (which confers power to enter on and to take possession of land subject to a notice to treat on giving not less than 14 days' notice) for the reference to 14 days' notice there were substituted—

- (i) in a case where the notice to treat relates only to the acquisition of subsoil or the acquisition of an easement or other right over the land, a reference to notice of one month, or
- (ii) in any other case, a reference to notice of 3 months.

Powers to acquire new rights

26.—(1) Network Rail may compulsorily acquire such easements or other rights over any land referred to in paragraph (1)(a) or (b) of article 24 (power to acquire land) as may be required for any purpose for which that land may be acquired under that provision, by creating them as well as by acquiring easements or other rights already in existence.

(2) Subject to section 8 of the 1965 Act (as substituted by paragraph 5 of Schedule 7 to this Order), where Network Rail acquires a right over land under paragraph (1) it shall not be required to acquire a greater interest in it.

(3) Schedule 7 (modification of compensation and compulsory purchase enactments for creation of new rights) to this Order shall have effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their application in relation to the compulsory acquisition under this article of a right over land by the creation of a new right.

(4) In relation to land to which this paragraph applies, article 24 (power to acquire land), so far as relating to the acquisition or creation of easements or other rights by virtue of paragraph (1), shall be treated as also authorising acquisition by a statutory utility in any case where the Secretary of State gives his consent in writing.

(5) Paragraph (4) applies to land within the Order limits which is or will be required for use in relocating any apparatus which it is expedient to divert or replace in consequence of the carrying out of the works authorised by this Order; and in that paragraph “statutory utility” means a licence holder within the meaning of Part 1 of the Electricity Act 1989⁽²³⁾, a gas transporter within the meaning of Part 1 of the Gas Act 1986⁽²⁴⁾, a water undertaker within the meaning of the Water Industry Act 1991⁽²⁵⁾, a sewerage undertaker within the meaning of Part 1 of that Act and any local authority which is a relevant authority for the purposes of section 97 of that Act.

Powers to acquire subsoil only

27.—(1) Network Rail may compulsorily acquire so much of the subsoil of the land referred to in paragraph (1)(a) or (b) of article 24 (power to acquire land) as may be required for any purpose for which that land may be acquired under that provision instead of acquiring the whole of the land.

(2) Where Network Rail acquires any part of the subsoil of land under paragraph (1) it shall not be required to acquire an interest in any other part of the land.

(3) Paragraph (2) shall not prevent article 31 (acquisition of part only of certain properties) from applying where Network Rail acquires a cellar, vault, arch or other construction forming part of a house, building or factory.

Rights under streets

28.—(1) Network Rail may enter upon and appropriate so much of the subsoil of any street within the Order limits as may be required for the purposes of the authorised works and may use the subsoil for those purposes or any other purpose ancillary to its railway undertaking.

(2) Subject to paragraph (4), the power under paragraph (1) may be exercised in relation to a street without Network Rail being required to acquire any part of the street or any easement or right in the street.

(3) Subject to paragraph (4), Network Rail shall not be required to pay any compensation for the exercise of the powers conferred by paragraph (1) where the street is a highway; but where the street is not a highway any owner or occupier of subsoil suffering loss by the entry upon and appropriation

(23) 1989 c. 29.

(24) 1986 c. 44. A new section 7 was substituted by section 5 of the Gas Act 1995, c. 45, and was further amended by section 76 of the Utilities Act 2000, c. 27.

(25) 1991 c. 56.

of such subsoil shall be entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

(4) Paragraphs (2) and (3) shall not apply in relation to—

- (a) any subway or underground building; or
- (b) any cellar, vault, arch or other construction in or on a street which forms part of a building fronting onto the street.

(5) Nothing in paragraph (3) shall relieve Network Rail from liability to compensate any person under section 10(2) of the 1965 Act or under Part 1 of the 1973 Act as applied by this Order, arising from the exercise of the powers conferred by paragraph (1).

Temporary possession of land

Temporary use of land for construction of works

29.—(1) Network Rail may, in connection with the carrying out of the authorised works—

- (a) enter upon and take temporary possession of the land specified in columns (1) and (2) of Schedule 8 (land of which temporary possession may be taken) to this Order for the purpose specified in relation to that land in column (3) of that Schedule relating to the authorised works (or any of those works) so specified in column (4) of that Schedule;
- (b) remove any buildings and vegetation from that land; and
- (c) construct temporary works (including the provision of means of access) and buildings on the land.

(2) Not less than 28 days before entering upon and taking temporary possession of land under this article Network Rail shall serve notice of the intended entry on the owners and occupiers of the land.

(3) Network Rail may not, without the agreement of the owners of the land, remain in possession of any land under this article after the end of the period of one year beginning with the date of completion of the work specified in relation to that land in column (4) of Schedule 8 (land of which temporary possession may be taken) to this Order.

(4) Before giving up possession of land of which temporary possession has been taken under this article, Network Rail shall remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land; but Network Rail shall not be required to replace a building removed under this article.

(5) Network Rail shall pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the powers conferred by this article.

(6) Any dispute as to a person's entitlement to compensation under paragraph (5), or as to the amount of the compensation, shall be determined under Part 1 of the 1961 Act.

(7) Without prejudice to article 50 (no double recovery), nothing in this article shall affect any liability to pay compensation under section 10(2) of the 1965 Act or under any other enactment in respect of loss or damage arising from the execution of any works, other than loss or damage for which compensation is payable under paragraph (5).

(8) The powers of compulsory acquisition of land conferred by this Order shall not apply in relation to the land referred to in paragraph (1) except that Network Rail shall not be precluded from—

- (a) acquiring new rights over any part of that land under article 26 (power to acquire new rights); or

- (b) acquiring any part of the subsoil (or rights in the subsoil) of that land under article 27 (power to acquire subsoil only),

but this paragraph shall not apply in relation to parcel numbers 114 and 116 shown on the deposited plans in the London borough of Southwark.

(9) Where Network Rail takes possession of land under this article, it shall not be required to acquire the land or any interest in it.

(10) In this article “building” includes structure or any other erection.

Compensation

Disregard of certain interests and improvements

30.—(1) In assessing the compensation (if any) payable to any person on the acquisition from him of any land under this Order, the tribunal shall not take into account—

- (a) any interest in land; or
 (b) any enhancement of the value of any interest in land by reason of any building erected, works executed or improvement or alteration made on relevant land,

if the tribunal is satisfied that the creation of the interest, the erection of the building, the execution of the works or the making of the improvement or alteration was not reasonably necessary and was undertaken with a view to obtaining compensation or increased compensation.

(2) In paragraph (1) above “relevant land” means the land acquired from the person concerned or any other land with which he is, or was at the time when the building was erected, the works executed or the improvement or alteration made, directly or indirectly concerned.

Supplementary

Acquisition of part only of certain properties

31.—(1) This article shall apply instead of section 8(1) of the 1965 Act (as applied by article 25 (application of Part 1 of the Compulsory Purchase Act 1965(26)) in any case where—

- (a) a notice to treat is served on a person (“the owner”) under the 1965 Act (as so applied) in respect of land forming only part of a house, building or factory or of land consisting of a house with a park or garden (“the land subject to the notice to treat”); and
 (b) a copy of this article is served on the owner with the notice to treat.

(2) In such a case, the owner may, within the period of 21 days beginning with the day on which the notice was served, serve on Network Rail a counter-notice objecting to the sale of the land subject to the notice to treat and stating that he is willing and able to sell the whole (“the land subject to the counter-notice”).

(3) If no such counter-notice is served within that period, the owner shall be required to sell the land subject to the notice to treat.

(4) If such a counter-notice is served within that period, the question whether the owner shall be required to sell only the land subject to the notice to treat shall, unless Network Rail agrees to take the land subject to the counter-notice, be referred to the tribunal.

(5) If on such a reference the tribunal determine that the land subject to the notice to treat can be taken—

- (a) without material detriment to the remainder of the land subject to the counter-notice; or

- (b) in the case of part of land consisting of a house with a park or garden, without material detriment to the remainder of the land subject to the counter-notice and without seriously affecting the amenity and convenience of the house,

the owner shall be required to sell the land subject to the notice to treat.

(6) If on such a reference the tribunal determine that only part of the land subject to the notice to treat can be taken—

- (a) without material detriment to the remainder of the land subject to the counter-notice; or
- (b) in the case of part of land consisting of a house with a park or garden, without material detriment to the remainder of the land subject to the counter-notice and without seriously affecting the amenity and convenience of the house,

the notice to treat shall be deemed to be a notice to treat for that part.

(7) If on such a reference the tribunal determine that—

- (a) the land subject to the notice to treat cannot be taken without material detriment to the remainder of the land subject to the counter-notice; but
- (b) the material detriment is confined to a part of the land subject to the counter-notice,

the notice to treat shall be deemed to be a notice to treat for the land to which the material detriment is confined in addition to the land already subject to the notice, whether or not the additional land is land which Network Rail is authorised to acquire compulsorily under this Order.

(8) If Network Rail agrees to take the land subject to the counter-notice, or if the tribunal determine that—

- (a) none of the land subject to the notice to treat can be taken without material detriment to the remainder of the land subject to the counter-notice or, as the case may be, without material detriment to the remainder of the land subject to the counter-notice and without seriously affecting the amenity and convenience of the house; and
- (b) the material detriment is not confined to a part of the land subject to the counter-notice,

the notice to treat shall be deemed to be a notice to treat for the land subject to the counter-notice whether or not the whole of that land is land which Network Rail is authorised to acquire compulsorily under this Order.

(9) In any case where by virtue of a determination by the tribunal under this article a notice to treat is deemed to be a notice to treat for less land or more land than that specified in the notice, Network Rail may, within the period of 6 weeks beginning with the day on which the determination is made, withdraw the notice to treat; and if it does so shall pay to the owner compensation for any loss or expense occasioned to him by the giving and withdrawal of the notice, to be determined in case of dispute by the tribunal.

(10) Where the owner is required under this article to sell only part of a house, building or factory or of land consisting of a house with a park or garden, Network Rail shall pay him compensation for any loss sustained by him due to the severance of that part in addition to the value of the interest acquired.

Extinction or suspension of private rights of way

32.—(1) All private rights of way over land held and used by Network Rail for the purposes of the authorised works or subject to compulsory acquisition under this Order shall be extinguished—

- (a) as from the use by Network Rail for the purposes of the authorised works of the land held by Network Rail;
- (b) as from the acquisition of the land by Network Rail, whether compulsorily or by agreement; or

(c) on the entry on the land by Network Rail under section 11(1) of the 1965 Act, whichever is sooner.

(2) All private rights of way over land of which Network Rail takes temporary possession under this Order shall be suspended and unenforceable for as long as Network Rail remains in lawful possession of the land.

(3) Any person who suffers loss by the extinguishment or suspension of any private right of way under this article shall be entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

(4) This article does not apply in relation to any right of way to which section 271 or 272 of the Town and Country Planning Act 1990⁽²⁷⁾ (extinguishment of rights of statutory undertakers etc.) or paragraph 2 of Schedule 9 (provisions relating to statutory undertakers etc.) to this Order applies.

(5) Paragraphs (1) and (2) shall have effect subject to any agreement made (whether before or after this Order comes into force) between Network Rail and the person entitled to the private right of way.

(6) Paragraph (1) shall have effect subject to any notice given by Network Rail that that paragraph shall not apply to any right of way specified in the notice where the notice is given before whichever is the soonest of the events specified in sub-paragraph (a), (b) or (c) of that paragraph.

(7) Paragraph (2) shall have effect subject to any notice given by Network Rail at any time before or after possession is taken that that paragraph shall not apply to any right of way specified in the notice or shall only apply to the right of way to the extent specified in the notice.

Time limit for exercise of powers of acquisition

33.—(1) No notice to treat shall be served under Part 1 of the 1965 Act, as applied to the acquisition of land under article 25 (application of Part 1 of the Compulsory Purchase Act 1965) after the end of the period of 5 years beginning with the day on which this Order comes into force.

(2) The power conferred by article 29 (temporary use of land for construction of works) to enter upon and take temporary possession of land shall cease at the end of the period mentioned in paragraph (1); but this paragraph shall not prevent Network Rail remaining in possession of land in accordance with article 29 after the end of that period, if the land was entered and possession of it was taken before the end of that period.

Saving for regulated rights etc.

34. Nothing in this Order shall affect any estate, right or interest granted by Network Rail in respect of a railway facility which is subject to an access contract within the meaning of Part 1 of the Railways Act 1993⁽²⁸⁾.

Saving for estate and interests of Transport for London

35.—(1) In this article—

“Exemption Order” means the Railways (London Regional Transport) (Exemptions) Order 1994⁽²⁹⁾;

“TfL Company” has the same meaning as in article 2 of the Exemption Order as amended by section 198 of the Greater London Authority Act 1999⁽³⁰⁾;

⁽²⁷⁾ 1990 c. 8.

⁽²⁸⁾ 1993 c. 43.

⁽²⁹⁾ S.I. 1994/573, as amended by the Greater London Authority Act 1999, section 198 and by S.I. 2003/1615, article 48.

⁽³⁰⁾ 1999 c. 29.

“the 1993 Act” means the Railways Act 1993⁽³¹⁾, and

“relevant facilities” means—

- (a) any network on which, or any station or part of a station from which, no regular scheduled railway passenger services are provided other than by a TfL Company;
- (b) any light maintenance depot which is not used in connection with the provision, other than by a TfL Company, of railway passenger services; and
- (c) any train—
 - (i) being used on any such network as is mentioned in paragraph (a) for any purpose relating to the operation of that network, or for a purpose preparatory or incidental to, or consequential on, any such use; or
 - (ii) being used on a network for a purpose preparatory or incidental to, or consequential on, the provision of light maintenance service at any such light maintenance depot as is mentioned in paragraph (b),

which at the date of coming into force of this Order are exempted from specified provisions of Part 1 of the 1993 Act by virtue of the Exemption Order.

(2) Nothing in this Order shall prejudice the exemptions conferred on a TfL Company under articles 3 and 4 of the Exemption Order in respect of relevant facilities.

(3) Expressions used in this article and in Part 1 of the 1993 Act shall have the same meaning in this article as in that Act.

PART 4

MISCELLANEOUS AND GENERAL

Noise

Defence to proceedings in respect of statutory nuisance

36.—(1) Where proceedings are brought under section 82(1) of the Environmental Protection Act 1990⁽³²⁾ (summary proceedings by person aggrieved by statutory nuisance) in relation to a nuisance falling within paragraph (g) of section 79(1) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance) no order shall be made, and no fine may be imposed, under section 82(2) of that Act if the defendant shows—

- (a) that the nuisance relates to premises used by Network Rail for the purposes of or in connection with the exercise of the powers conferred by this Order with respect to works; and
- (b) that the nuisance is attributable to the carrying out of works which are being carried out in accordance with a notice served under section 60, or a consent given under section 61 or 65, of the Control of Pollution Act 1974⁽³³⁾.

(2) The following provisions of the Control of Pollution Act 1974, namely—

- (a) section 61(9) (consent for work on construction site to include statement that it does not of itself constitute a defence to proceedings under section 82 of the Environmental Protection Act 1990); and

⁽³¹⁾ 1993 c. 43.

⁽³²⁾ 1990 c. 43.

⁽³³⁾ 1974 c. 40.

- (b) section 65(8) (corresponding provision in relation to consent for registered noise level to be exceeded);

shall not apply where the consent relates to the use of premises by Network Rail for the purposes of or in connection with the exercise of the powers conferred by this Order with respect to works.

Tidal works in river Thames

Tidal works not to be executed without approval of Secretary of State

37.—(1) A tidal work shall not be constructed, reconstructed, extended, enlarged, replaced or relaid except in accordance with plans and sections approved by the Secretary of State and subject to any conditions and restrictions imposed by him before the work is begun.

(2) If a tidal work is constructed, reconstructed, extended, enlarged, replaced or relaid in contravention of paragraph (1) or of any condition or restriction imposed under the said paragraph—

- (a) the Secretary of State may by notice in writing require Network Rail at its own expense to remove the tidal work or any part thereof and restore the site thereof to its former condition; and, if on the expiration of 30 days from the date when the notice is served upon Network Rail it has failed to take reasonable steps to comply with the requirements of the notice, the Secretary of State may execute the works specified in the notice; or
- (b) if it appears to the Secretary of State urgently necessary so to do, he may remove the tidal work, or part of it, and restore the site to its former condition,

and any expenditure incurred by the Secretary of State in so doing shall be recoverable from Network Rail.

Lights on tidal works during construction

38.—(1) Network Rail shall at or near a tidal work during the whole time of the construction, reconstruction, extension, enlargement, replacement or relaying thereof, exhibit every night from sunset to sunrise such lights, if any, and take such other steps for the prevention of danger to navigation as the Secretary of State shall from time to time direct.

(2) If Network Rail fails to comply in any respect with any direction given under this article, it shall be liable on summary conviction to a fine not exceeding level 3 on the standard scale.

Provision against danger to navigation

39.—(1) In case of injury to or destruction or decay of a tidal work or any part thereof Network Rail shall as soon as reasonably practicable notify Trinity House and shall lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as Trinity House shall from time to time direct.

(2) If Network Rail fails to notify Trinity House as required by paragraph (1) or to comply with any requirement of a direction given under the said paragraph it shall be liable on summary conviction to a fine not exceeding level 3 on the standard scale.

Abatement of works abandoned or decayed

40.—(1) Where a tidal work is abandoned, or suffered to fall into decay, the Secretary of State may by notice in writing require Network Rail at its own expense either to repair and restore the work or any part thereof, or to remove the work and restore the site thereof to its former condition, to such an extent and within such limits as the Secretary of State thinks proper.

(2) Where a work consisting partly of a tidal work and partly of works on or over land above the level of mean high water springs is abandoned or suffered to fall into decay and that part of the work on or over land above the level of mean high water springs is in such condition as to interfere or to cause reasonable apprehension that it may interfere with the right of navigation or other public rights over the foreshore, the Secretary of State may include that part of the work, or any portion thereof, in any notice under this article.

(3) If, on the expiration of 30 days from the date when a notice under this article is served upon Network Rail, it has failed to comply with the requirements of the notice, the Secretary of State may execute the works specified in the notice and any expenditure incurred by him in so doing shall be recoverable from Network Rail.

Survey of tidal works

41. If the Secretary of State deems it expedient to do so, the Secretary of State may order a survey and examination of a tidal work or of the site upon which it is proposed to construct the work, and any expenditure incurred by the Secretary of State in any such survey and examination shall be recoverable from Network Rail.

Permanent lights on tidal works

42.—(1) After the completion of a tidal work Network Rail shall at the outer extremity thereof exhibit every night from sunset to sunrise such lights, if any, and take such other steps, if any, for the prevention of danger to navigation as Trinity House shall from time to time direct.

(2) If Network Rail fails to comply in any respect with a direction given under paragraph (1) it shall be guilty of an offence and liable on summary conviction to a fine not exceeding level 3 on the standard scale.

Miscellaneous

Agreement with Transport for London

43.—(1) In this article—

“affected properties” means any land which is owned by a TfL Company or in which a TfL Company has a legal estate or an interest;

“designated works” means so much of the authorised works as will be constructed under, on or over any of the affected properties; and

“TfL Company” means Transport for London or any subsidiary of Transport for London including LUL.

(2) Any works of alteration or adaptation of affected properties which may be necessary in order to construct the designated works and thereafter, the use, maintenance, operation and renewal of such property and of the designated works shall be carried out and regulated by Network Rail or a TfL Company, or by Network Rail and a TfL Company jointly, in accordance with such terms and conditions as may be agreed in writing between Network Rail and a TfL Company.

(3) An agreement made under this article may relate to the whole or part of the affected properties and may contain such incidental, consequential or supplementary provisions as may be so agreed, including (but without prejudice to the generality of the foregoing) provisions—

(a) with respect to the defraying of, or the making of contributions towards, the cost of such works of alteration or adaptation or the costs of such use, maintenance and renewal as are referred to in paragraph (2) by Network Rail or by a TfL Company or by Network Rail and a TfL Company jointly; and

- (b) for the exercise by a TfL Company or by Network Rail or by a TfL Company and Network Rail jointly, of all or any of the powers and rights of a TfL Company and Network Rail (as the case may be) in respect of any part of the designated works under any enactment or contract.

(4) The exercise by Network Rail or a TfL Company or by Network Rail and a TfL Company jointly, of any powers and rights under any enactment or contract pursuant to any such agreement as is authorised by sub-paragraph (3)(b) shall be subject to all statutory and contractual provisions relating thereto as would apply if such powers and rights were exercised by Network Rail or a TfL Company alone, or by Network Rail and a TfL Company jointly, as the case may be.

(5) Network Rail and a TfL Company may enter into, and carry into effect, agreements for the transfer to and vesting in Network Rail, or a TfL Company and Network Rail jointly of—

- (a) any part of the affected properties;
- (b) any lands, works or other property held in connection with any part of the affected properties; and
- (c) any rights and obligations (whether or not statutory) of a TfL Company relating to any part of the affected properties.

Certain land to be treated as operational land

44. Planning permission which is deemed by a direction under section 90(2A) of the Town and Country Planning Act 1990(34) to be granted in relation to works authorised by this Order shall be treated as specific planning permission for the purposes of section 264(3)(a) of that Act (cases in which land is to be treated as operational land for the purposes of that Act).

Disclosure of confidential information

45. A person who—

- (a) enters a factory, workshop or workplace in pursuance of the provisions of article 22 (protective works to buildings) or 23 (power to survey and investigate land etc.); and
- (b) discloses to any person any information obtained by him relating to any manufacturing process or trade secret,

shall be guilty of an offence and liable on summary conviction to a fine not exceeding level 3 on the standard scale unless the disclosure is made in the course of performing his duty in connection with the purposes for which he was authorised to enter the land.

Statutory undertakers etc.

46. The provisions of Schedule 9 (provisions relating to statutory undertakers etc.) to this Order shall have effect.

Protective provisions

47. The provisions of Schedule 10 (protective provisions) to this Order shall have effect.

Certification of plans etc.

48. Network Rail shall, as soon as practicable after the making of this Order, submit copies of the book of reference, the deposited sections and the deposited plans to the Secretary of State for certification that they are true copies, respectively, of the book of reference, deposited sections and

(34) 1990 c. 8.

deposited plans referred to in this Order; and a document so certified shall be admissible in any proceedings as evidence of the contents of the document of which it is a copy.

Service of notices

49.—(1) A notice or other document required or authorised to be served for the purposes of this Order may be served by post.

(2) Where the person on whom a notice or other document to be served for the purposes of this Order is a body corporate, the notice or document is duly served if it is served on the secretary or clerk of that body.

(3) For the purposes of section 7 of the Interpretation Act 1978⁽³⁵⁾ as it applies for the purposes of this article, the proper address of any person in relation to the service on him of a notice or document under paragraph (1) is, if he has given an address for service, that address, and otherwise—

- (a) in the case of the secretary or clerk of a body corporate, the registered or principal office of that body; and
- (b) in any other case, his last known address at the time of service.

(4) Where for the purposes of this Order a notice or other document is required or authorised to be served on a person as having any interest in, or as the occupier of, land and his name or address cannot be ascertained after reasonable enquiry, the notice may be served by—

- (a) addressing it to him by name or by the description of “owner”, or as the case may be “occupier”, of the land (describing it); and
- (b) either leaving it in the hands of a person who is or appears to be resident or employed on the land or leaving it conspicuously affixed to some building or object on or near the land.

(5) This article shall not be taken to exclude the employment of any method of service not expressly provided for by it.

No double recovery

50. Compensation shall not be payable in respect of the same matter both under this Order and under any other enactment, any contract or any rule of law.

Arbitration

51. Any difference under any provision of this Order, unless otherwise provided for, 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.

Signed by authority of the Secretary of State for Transport

Ellis Harvey
Head of the Transport and Works Act Orders
Unit,
Department for Transport

22nd November 2006

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SCHEDULES

SCHEDULE 1

Articles 2 and 4

THE SCHEDULED WORKS

In Greater London—

In the London boroughs of Haringey and Islington—

Work No. 1—A decking over of gaps between spans of the bridge at Network Rail’s Finsbury Park station carrying the King’s Cross to Doncaster Railway over Stroud Green Road, including the reconstruction or strengthening of those spans.

In the London borough of Islington—

Work No. 2—A reconstruction of the bridge carrying Cowcross Street over the Metropolitan and Circle Lines of LUL and the Thameslink Railway at Farringdon station.

In the City of London and London borough of Southwark—

Work No. 3—A railway (451 metres in length) on the course of existing railway, commencing in the City of London by a junction with the Thameslink Railway within Network Rail’s Blackfriars station at a point on the bridge carrying that railway over the District and Circle Lines of LUL 23 metres south of the Thameslink Railway bridge over Queen Victoria Street, being carried by Blackfriars bridge over the river Thames and terminating in the London borough of Southwark by a junction with Work No. 5 at a point 91 metres north of the bridge carrying the railway over Southwark Street, including a widening on both sides thereof of part of Blackfriars bridge.

Work No. 4—A spur railway (352 metres in length) on the course of existing railway, commencing in the City of London at a point within Network Rail’s Blackfriars station 9 metres south of Blackfriars Underpass, being carried by Blackfriars bridge over the river Thames and terminating in the London borough of Southwark by a junction with Work No. 5 at a point 83 metres north of the bridge carrying the railway over Southwark Street.

In the London borough of Southwark—

Work No. 5—A railway (455 metres in length) on the course of existing railway, commencing by a junction with the termination of Work No. 3 at a point 91 metres north of the bridge carrying the railway over Southwark Street, being carried by existing bridges over Southwark Street, Burrell Street, Treveris Street and Dolben Street and terminating at a point on the Blackfriars to London Bridge Railway 155 metres west of the bridge carrying this and the Charing Cross to London Bridge Railway over Ewer Street.

Work No. 6—A spur railway (376 metres in length) on the course of existing railway, commencing at a point 83 metres north of the bridge carrying the railway over Southwark Street, being carried by existing bridges over Southwark Street, Burrell Street, Treveris Street and Dolben Street and terminating at a point on the Blackfriars to Elephant & Castle Railway 37 metres south of the bridge carrying this and the Blackfriars to London Bridge Railway over Dolben Street.

Work No. 7—A junction railway (249 metres in length), commencing by a junction with Work No. 5 at a point 40 metres north of the bridge carrying the Blackfriars to London Bridge and Blackfriars to Elephant & Castle Railways over Southwark Street, being

carried by an existing bridge over Burrell Street and Treveris Street and terminating by a junction with Work No. 6 at a point 21 metres north of the bridge carrying those railways over Dolben Street.

Work No. 8—A railway (508 metres in length), commencing by a junction with Work No. 5 at its termination, being carried by existing bridges over Ewer Street, Great Guildford Street, Southwark Bridge Road and O'Meara Street and terminating by a junction with Work No. 9 at a point 26 metres east of O'Meara Street.

Work No. 9—A railway (271 metres in length) at Borough Market, commencing by a junction with the Charing Cross to London Bridge Railway at a point 38 metres east of Ewer Street, being carried by existing bridges over Great Guildford Street, Southwark Bridge Road and O'Meara Street and terminating at the termination of Work No. 8 at a point 26 metres east of O'Meara Street.

Work No. 10—A railway (254 metres in length) at Borough Market, being a deviation on the north side thereof of the Charing Cross to London Bridge Railway commencing by a junction with the termination of Work No. 8 being carried by existing bridges over Southwark Street and Stoney Street and terminating by a junction with the Charing Cross to London Bridge Railway at a point 35 metres east of the last mentioned bridge, including a viaduct over lands between or adjoining those streets.

Work No. 11—A railway (415 metres in length), commencing by a junction with the Cannon Street Curve at a point 35 metres south of the most westerly platform end at Cannon Street station in the City of London and terminating at a point 39 metres south of Park Street bridge.

Work No. 12—A widening on the west side of the bridge and viaduct at Network Rail's Elephant & Castle station carrying the Elephant & Castle to Loughborough Junction Railway over Walworth Road.

Work No. 13—A railway (928 metres in length) through Borough Market and Network Rail's London Bridge station, being in part a deviation on the south side thereof of the Charing Cross to London Bridge Railway, commencing by a junction with that railway at a point immediately above the eastern abutment of the bridge carrying that railway over Redcross Way, being carried by an existing bridge over Southwark Street and terminating by a junction with the London Bridge to Blue Anchor Junction Railway at a point at Network Rail's London Bridge station 31 metres east of the bridge carrying that railway over Shand Street at London Bridge, including a new viaduct over, between or adjoining Stoney Street, Bedale Street, Green Dragon Court, Borough High Street, London Bridge Street and Station Approach and an extension of London Bridge signal box.

Work No. 14—A junction railway (133 metres in length) at Network Rail's London Bridge station, commencing by a junction with the Charing Cross to London Bridge Railway at a point 19 metres west of the bridge carrying the western rail approaches to the station over Joiner Street and terminating by a junction with the line of railway serving platform 5 at the station.

In the London boroughs of Southwark and Lewisham—

Work No. 15—A railway (946 metres in length), commencing in the London borough of Southwark by a junction with the London Bridge to New Cross Railway at a point 67 metres west of the bridge carrying that railway and the London Bridge to New Cross Gate Railway over Rotherhithe New Road, being carried by an existing bridge over the former East London Railway (Old Kent Road branch) and terminating in the London borough of Lewisham by a junction with the London Bridge to New Cross Gate Railway at a point immediately above the north-westerly abutment of the bridge carrying that railway over Surrey Canal Road, including a bridge over Works Nos. 17 to 19 and a bridge over Work No. 20.

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Work No. 16—A railway (431 metres in length), being a deviation of the London Bridge to New Cross Railway, commencing in the London borough of Southwark by a junction with Work No. 15 at a point 120 metres from the commencement of that work and terminating in the London borough of Lewisham at a point on that railway 51 metres south-east of the bridge carrying that railway over Bolina Road.

Work No. 17—A railway (1,068 metres in length), commencing in the London borough of Southwark by a junction with the London Bridge to New Cross Gate Railway at a point 67 metres west of the bridge carrying that railway and the London Bridge to New Cross Railway over Rotherhithe New Road, being carried by existing bridges over the course of the former East London Railway (Old Kent Road branch), Landmann Way and the East London Line of LUL and terminating in the London borough of Lewisham by a junction with the London Bridge to New Cross Railway at a point 100 metres north-west of the bridge carrying that railway over Surrey Canal Road, including a bridge over Work No. 20.

Work No. 18—A railway (777 metres in length), commencing in the London borough of Southwark by a junction with the London Bridge to New Cross Gate Railway at a point 67 metres west of the bridge carrying that railway and the London Bridge to New Cross Railway over Rotherhithe New Road, being carried by an existing bridge over the course of the former East London Railway (Old Kent Road branch) and terminating in the London borough of Lewisham by a junction with the London Bridge to New Cross Railway at a point 155 metres north-west of the southernmost of the two bridges carrying that railway over Landmann Way, including new or altered viaduct and bridges over Work No. 20 and the course of the former East London Railway (Old Kent Road branch).

Work No. 19—A railway (952 metres in length), commencing in the London borough of Southwark by a junction with the London Bridge to New Cross Gate Railway at a point 67 metres west of the bridge carrying that railway and the London Bridge to New Cross Railway over Rotherhithe New Road and terminating in the London borough of Lewisham by a junction with the first mentioned railway at a point 2 metres north-west of the bridge carrying that railway over Surrey Canal Road including bridges over Work No. 20 and the course of the former East London Railway (Old Kent Road branch).

Work No. 20—A road, being a realignment of Bolina Road, commencing at a point in that road 2 metres east of the westernmost of the two bridges carrying the London Bridge to New Cross Gate Railway over that road and terminating at a point in that road 35 metres south of its intersection with Silwood Street.

In the London borough of Lewisham—

Work No. 21—A railway (448 metres in length), being a widening and realignment of the spur connecting the London Bridge to Hither Green Railway to the Nunhead to Lewisham Railway, commencing by a junction with the first named railway at a point 118 metres south-east of the bridge carrying Friendly Street over that railway and terminating by a junction with the second named railway at a point 3 metres west of the bridge carrying that railway over the first named railway, including the reconstruction of the St. John's Vale bridge and the St. John's Station footbridge.

In the County of Hertfordshire, City and District of St. Albans, Parish of Harpenden—

Work No. 22—A decking over the gap between the twin spans of the bridge at Harpenden station carrying the London to Bedford Railway over Station Road, including the reconstruction or strengthening of those spans.

In the County of West Sussex, District of Mid Sussex, Parish of Balcombe—

Work No. 23—A widening on the east side thereof of the bridge at Network Rail's Balcombe Station carrying the London to Brighton Railway over Rocks Lane.

In the County of Kent, Borough of Dartford—

Work No. 24—A widening on the south side thereof of the bridge at Network Rail’s Dartford Station carrying the London to Strood Railway over Overy Street.

SCHEDULE 2

Articles 4 and 24

ADDITIONAL WORKS AND LANDS

PART 1

GENERAL

<i>(1) Area/locality</i>	<i>(2) Number of land shown on deposited plans</i>	<i>(3) Purpose for which land may be acquired</i>
London borough of Islington, Farringdon	91, 92, 94, 97, 99, 102, 109, 112, 113, 115, 116, 120, 122 to 124, 126 and 127 102	The Farringdon works, working sites and access. Diversion of LUL cables and other services for the purposes of the Farringdon works.
Snow Hill Tunnel	119, 121, 125, 129 to 133	Provision of overhead railway electrification works and attachments, electrical transformer, working site and temporary access.
City of London, Farringdon	63 and 64	The Farringdon works, working sites and access.
Snow Hill	2 to 27	Provision of overhead railway electrification works and attachments, working site and temporary access.
Blackfriars	66, 67 and 69 76, 84, 93, 96, 97, 108 and 129 102, 103, 106, 110 and 111	The Blackfriars works, provision of overhead railway electrification works and attachments, working sites and permanent access. The Blackfriars works. The Blackfriars works, working sites and temporary access.
London borough of Southwark,		

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<i>(1) Area/locality</i>	<i>(2) Number of land shown on deposited plans</i>	<i>(3) Purpose for which land may be acquired</i>
South Bank	25 (part), 35, 36, 40, 50, 52, 369, 374, 377, 379 to 381, 383, 385, 386, 388 to 390	The Blackfriars works, Works Nos. 5 and 6, provision of overhead railway electrification works and attachments, working sites and permanent access.
Ewer Street	399 to 407	Working site and temporary access.
London Bridge Station	538, 576 and 589	The London Bridge works.
London Bridge to Bermondsey	279, 280, 282, 284, 285, 287, 289, 290, 292 to 294, 297 to 300, 302, 305 to 309, 313, 315, 316, 318 to 320, 330, 331, 339, 346, 350 and 352	Modification of existing track layout.
London borough of Lewisham, Blackhorse Road	94, 95, 97 to 104	Modification of existing track layout.
Bermondsey to New Cross Gate	88, 89, 106, 108, 110, 111 and 113	Modification of existing track layout and permanent access.
Juno Way	88, 89, 107 to 109	Modification and strengthening of retaining wall and working site.

PART 2

STATION WORKS

<i>(1) Area/station</i>	<i>(2) Number of land shown on deposited plans</i>	<i>(3) Purpose for which land may be acquired</i>
County of Bedfordshire, Borough of Bedford, Bedford	2 to 5	Platform extension, working site and temporary access.
District of Mid Bedfordshire, Town and Parish of Sandy, Sandy	2, 4 to 10	Platform extension, working site and temporary access.
Town and Parish of Biggleswade, Biggleswade	5 to 15, 17, 18, 21 and 23	Platform extension, working site and temporary access.
Town and Parish of Arlesey,		

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<i>(1) Area/station</i>	<i>(2) Number of land shown on deposited plans</i>	<i>(3) Purpose for which land may be acquired</i>
Arlesey	3 to 6 and 11	Platform extension, working site and temporary access.
Town and Parish of Flitwick, Flitwick	1 to 6	Platform extension, working site and temporary access.
Parish of Harlington, Harlington	1 to 8	Platform extension, working site and temporary access.
County of Cambridgeshire, City and District of Cambridge, Cambridge	1 to 7	Platform extension, working site and temporary access.
District of South Cambridgeshire, Parish of Foxton, Foxton	1 to 3 and 5 to 10	Platform extension, working site and temporary access.
Parish of Meldreth, Meldreth	1 to 11	Platform extension, working site and temporary access.
Parish of Shepreth, Shepreth	1 to 5 and 8 to 11	Platform extension, working site and temporary access.
County of Hertfordshire, Borough of Hertsmere, Town and Parish of Elstree and Borehamwood, Elstree and Borehamwood	2 to 8	Platform extension, working site and temporary access.
City and District of St. Albans, St. Albans	1 and 5 to 23	Platform extension, working site and temporary access.
Parish of Harpenden, Harpenden	1 and 3 to 18	Platform extension, working site and temporary access.
Greater London, London borough of Barnet, Mill Hill Broadway	1 to 4 and 6 to 8	Platform extension, working site and temporary access.

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<i>(1) Area/station</i>	<i>(2) Number of land shown on deposited plans</i>	<i>(3) Purpose for which land may be acquired</i>
Hendon	12 to 14	Platform extension, working site and temporary access.
London borough of Haringey, Finsbury Park	5, 6 and 8 to 12	Platform extension, working site and temporary access.
London borough of Islington, Finsbury Park	2, 4 to 14, 19, 21 to 28 and 30 to 36	Platform extension, working site and temporary access.
London borough of Camden, West Hampstead Thameslink	1 to 16	Platform extension, working site and temporary access.
London borough of Southwark, Elephant & Castle	107 to 118	Platform extension, working site and temporary access.
London borough of Lewisham, New Cross	114 to 116, 118 and 120 to 131	Platform extension, working site and temporary access.
Hither Green	149 to 155	Platform extension, working site and temporary access.
London Borough of Croydon, Sanderstead	27 to 29 and 31 to 33	Platform extension, working site and temporary access.
East Croydon	5, 6, 8 to 13	Platform extension, working site and temporary access.
West Croydon	14 to 20	Platform extension, working site and temporary access.
London Borough of Greenwich, Eltham	1 to 11, 14 and 15	Platform extension, working site and temporary access.
Mottingham	17 to 21	Platform extension, working site and temporary access.
County of Kent, Borough of Dartford, Dartford	2 to 12, 16 to 18, 20, 22, 29 and 30	Platform extension, working site and temporary access.
Borough of Ashford, Parish of Pluckley, Pluckley	1 to 8	Platform extension, working site and temporary access.

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<i>(1) Area/station</i>	<i>(2) Number of land shown on deposited plans</i>	<i>(3) Purpose for which land may be acquired</i>
Borough of Tonbridge & Malling, Tonbridge	1 to 4	Platform extension, working site and temporary access.
Borough of Tunbridge Wells, Parish of Paddock Wood, Paddock Wood	1 to 6	Platform extension, working site and temporary access.
County of Surrey, Borough of Reigate & Banstead, Earlswood	14 to 16 and 18 to 22	Platform extension, working site and temporary access.
Parish of Salfords and Sidlow, Salfords	8 to 10 and 12 to 15	Platform extension, working site and temporary access.
District of Tandridge, Parish of Oxted, Oxted	1 and 3 to 12	Platform extension, working site and temporary access.
Borough of Guildford, Guildford	1 to 5	Platform extension, working site and temporary access.
Parish of Effingham, Effingham Junction	1 to 6 and 8 to 10	Platform extension, working site and temporary access.
District of Mole Valley, Bookham	1 to 5	Platform extension, working site and temporary access.
County of West Sussex, District of Arun, Angmering	2 to 9	Platform extension, working site and temporary access.
Borough of Crawley, Three Bridges	12 to 34	Platform extension, working site and temporary access.
District of Mid Sussex, Parish of Balcombe, Balcombe	20, 21 and 30 to 38	Platform extension, working site and temporary access.

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<i>(1) Area/station</i>	<i>(2) Number of land shown on deposited plans</i>	<i>(3) Purpose for which land may be acquired</i>
District of Adur, Parish of Lancing, Lancing	4 to 6 and 11	Platform extension, working site and temporary access.
Borough of Worthing, Durrington-on-Sea	10 to 14	Platform extension, working site and temporary access.
Goring-by-Sea	16 to 31	Platform extension, working site and temporary access.
District of Arun, Town and Parish of Littlehampton, Littlehampton	1 to 5	Platform extension, working site and temporary access.
County of East Sussex, Borough of Eastbourne, Eastbourne	11, 13 to 18	Platform extension, working site and temporary access.
Hampden Park	2 to 10	Platform extension, working site and temporary access.
District of Lewes, Parish of Hamsey, Cooksbridge	1 to 9	Platform extension, working site and temporary access.
Parish of Beddingham with Glynde, Glynde	2 to 13	Platform extension, working site and temporary access.
Parish of Plumpton, Plumpton	1 to 6, and 9 to 11	Platform extension, working site and temporary access.
District of Wealden, Parish of Berwick, Berwick	9 to 16	Platform extension, working site and temporary access.
City of Brighton & Hove, Brighton	13	Platform extension, working site and temporary access.
Portslade	21 to 23, 25, 26, 28 to 33 and 35	Platform extension, working site and temporary access.
Borough of Luton,		

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<i>(1) Area/station</i>	<i>(2) Number of land shown on deposited plans</i>	<i>(3) Purpose for which land may be acquired</i>
Leagrave	2 to 5 and 7 to 11	Platform extension, working site and temporary access.
Luton	12 to 36 and 38	Platform extension, working site and temporary access.
Luton Airport Parkway	40 and 44	Platform extension, working site and temporary access.

PART 3

POWER REINFORCEMENT SITES

<i>(1) Area/locality</i>	<i>(2) Number of land shown on deposited plans</i>	<i>(3) Purpose for which land may be acquired</i>
County of Cambridgeshire, City and District of Cambridge, Milton	8, 9, 11, 12, 14 and 15	Provision of electrical equipment, working site and permanent access.
District of Huntingdonshire, Parish of Eynesbury Hardwick, Little Barford	3 and 4	Provision of electrical equipment, working site and permanent access.
District of South Cambridgeshire, Parish of Litlington, Litlington	1 and 2	Provision of electrical equipment, working site and permanent access.
Parish of Milton, Milton	1	Provision of permanent access.
County of Bedfordshire, Borough of Bedford, Parish of Little Barford, Little Barford	3 and 4	Provision of electrical equipment, working site and permanent access.
District of South Bedfordshire, Parish of Toddington,		

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<i>(1) Area/locality</i>	<i>(2) Number of land shown on deposited plans</i>	<i>(3) Purpose for which land may be acquired</i>
Sundon	1 to 7	Provision of electrical equipment working site and permanent access.
County of Hertfordshire, Borough of Hertsmere, Potters Bar North	1 and 2	Provision of electrical equipment, working site and permanent access.
Potters Bar South	5 and 13	Provision of electrical equipment, working site and permanent access.
Borough of Stevenage, Stevenage (Langley Junction)	1 to 3	Provision of electrical equipment, working site and permanent access.
District of East Hertfordshire, Town and Parish of Hertford, Hertford	1	Provision of electrical equipment, working site and permanent access.
Borough of Hertsmere, Parish of Aldenham, Borehamwood	1 to 3	Provision of electrical equipment, working site and permanent access.
District of Welwyn Hatfield, Welwyn	1 to 3	Provision of electrical equipment, working site and permanent access.
Greater London, London borough of Barnet, Hendon (Grahame Park)	9 and 10	Modification of electrical equipment, working site and permanent access.
London borough of Haringey, Wood Green	1	Extension of electrical equipment and provision of working site.
Hornsey (Cranford Way)	2 to 4	Provision of electrical equipment, working site and permanent access.
London borough of Camden,		

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<i>(1) Area/locality</i>	<i>(2) Number of land shown on deposited plans</i>	<i>(3) Purpose for which land may be acquired</i>
Kentish Town	26, 28, 30 and 31	Modification of electrical equipment, provision of working site and permanent access.
Belle Isle	33 to 35	Provision of electrical equipment, working site and permanent access.
London borough of Islington, Belle Isle	84 to 88	Provision of electrical equipment, working site and permanent access.
City of London, Apothecary Street	66 and 67	Provision of electrical equipment, working site and permanent access.
London borough of Southwark, Dolben Street	40	Modification of electrical equipment and working site.
Ewer Street Depot	399 to 407	Provision of electrical equipment, working site and permanent access.
Glasshill Street	415, 416 and 418	Provision of electrical equipment, working site and permanent access.
Borough Road	420 and 421	Provision of electrical equipment, working site and permanent access.
London borough of Lewisham, Surrey Canal Road	80, 83 and 85	Provision of electrical equipment, working site and permanent access.
New Cross Gate	66, 67, 69 and 71	Provision of electrical equipment, working site and permanent access.
London borough of Croydon, Riddlesdown	35 to 37	Provision of electrical equipment and working site.
County of Surrey, Borough of Reigate & Banstead, Hooley (Star Lane)	1 and 2	Modification of electrical equipment, provision of parking area, working site and permanent access.

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<i>(1) Area/locality</i>	<i>(2) Number of land shown on deposited plans</i>	<i>(3) Purpose for which land may be acquired</i>
Hooley	3 and 4	Provision of electrical equipment, parking area, working site and permanent access.
Redhill	10 and 11	Modification of electrical equipment, provision of working site and permanent access.
Holmethorpe	6 to 9	Provision of electrical equipment, working site and permanent access.
Whitebushes	25	Provision of electrical equipment, working site and permanent access.
Town and Parish of Horley, Horley (Greatlake Farm)	3	Provision of electrical equipment, working site and permanent access.
District of Tandridge, Whyteleafe	1 to 6	Modification and provision of electrical equipment and provision of working site.
Parish of Oxted, Hurst Green	15 to 17	Modification of electrical equipment, provision of working site and permanent access.
Crowhurst Junction	18	Modification of electrical equipment and provision of working site.
Parish of Salfords and Sidlow, Salfords Station	2 and 7	Modification of electrical equipment, provision of working site and permanent access.
County of West Sussex, Borough of Crawley, Gatwick	1 to 7	Provision of electrical equipment, working site and permanent access.
Three Bridges	28 to 31	Provision of electrical equipment, working site and permanent access.

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<i>(1) Area/locality</i>	<i>(2) Number of land shown on deposited plans</i>	<i>(3) Purpose for which land may be acquired</i>
District of Horsham, Parish of Lower Beeding, Faygate	1 to 6, 8 and 10	Modification of electrical equipment, provision of working site and permanent access.
Horsham	1 and 2	Modification of electrical equipment, provision of working site and permanent access.
District of Mid Sussex, Haywards Heath	11, 13, 18 to 21 and 25	Modification of electrical equipment, provision of working site and temporary access.
Parish of Balcombe, Balcombe (Ouse Valley)	16 to 19	Modification of electrical equipment, provision of working site and permanent access.
Parish of Slaugham, Balcombe	1 and 2	Modification of electrical equipment, provision of working site and permanent access.
Parish of Clayton, Hassocks	1 and 2	Modification of electrical equipment, provision of working site and permanent access.
Parish of Ardingly, Copyhold	1 and 2	Provision of electrical equipment, working site and permanent access.
Town and Parish of Burgess Hill, Keymer Junction	1	Provision of electrical equipment, working site and permanent access.
Parish of Cuckfield Rural, Folly Hill	5	Modification of electrical equipment, provision of

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<i>(1) Area/locality</i>	<i>(2) Number of land shown on deposited plans</i>	<i>(3) Purpose for which land may be acquired</i>
		working site and temporary access.
Borough of Worthing, Worthing	1 to 4	Provision of electrical equipment, working site and permanent access.
District of Adur, Southwick	1 and 2	Provision of electrical equipment, working site and permanent access.
Parish of Lancing, Shoreham Airport	2 and 3	Provision of electrical equipment, working site and permanent access.
County of East Sussex, District of Lewes, Parish of Beddingham with Glynde, Southerham	15 to 17	Modification of electrical equipment, provision of working site and permanent access.
Town and Parish of Lewes, Cockshut	1 to 5	Provision of electrical equipment, working site and permanent access.
City of Brighton & Hove, Preston Park	9	Modification of electrical equipment, provision of working site and permanent access.
Preston Park Depot	20	Modification of electrical equipment, provision of working site and permanent access.
Hove	16 and 17	Provision of electrical equipment, working site and permanent access.

PART 4

SIGNALLING EQUIPMENT

<i>(1) Area/locality</i>	<i>(2) Number of land shown on deposited plans</i>	<i>(3) Purpose for which land may be acquired</i>
London borough of Lambeth,		
Mepham Street	4, 6 and 7	Provision of signalling equipment, working site and permanent access.
Waterloo Road	1 to 3	Provision of signalling equipment, working site and permanent access.
London borough of Southwark,		
Abbey Street	301	Provision of signalling equipment, working site and permanent access.
Almond Road	612, 614 and 615	Provision of signalling equipment, working site and permanent access.
Blucher Road	439 to 442	Provision of signalling equipment, working site and permanent access.
Blue Anchor Lane	320, 326 and 327	Provision of signalling equipment, working site and permanent access.
Bombay Street	320	Provision of signalling equipment, working site and permanent access.
Borough Road	98 to 102	Provision of signalling equipment, working site and permanent access.
Burrell Street	25 (part), 383, 385, 386, 388 and 389	Provision of signalling equipment, working site and permanent access.
Chancel Street	391, 393, 394, 396 and 398	Provision of signalling equipment, working site and permanent access.
Clements Road	323	Provision of signalling equipment, working site and permanent access.
Clements Road	609 and 611	Provision of permanent access.
Crampton Street	123 to 127	Provision of signalling equipment, working site and permanent access.

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<i>(1) Area/locality</i>	<i>(2) Number of land shown on deposited plans</i>	<i>(3) Purpose for which land may be acquired</i>
Dockley Road	309 to 311 and 314	Provision of signalling equipment, working site and permanent access.
Dolben Street	36, 37 and 40	Provision of signalling equipment, working site and permanent access.
Enid Street	598 to 601, 603 and 604	Provision of signalling equipment, working site and permanent access.
Ewer Street Depot	37, 47, 48, 399 to 407	Provision of signalling equipment, working site and permanent access.
Ewer Street	77 and 80	Provision of signalling equipment, working site and permanent access.
Invicta Plaza	374, 379 to 381	Provision of signalling equipment, working site and permanent access.
Gambia Street	52 and 53	Provision of signalling equipment, working site and permanent access.
Glasshill Street	415, 416 and 418	Provision of signalling equipment, working site and permanent access.
Great Suffolk Street	50, 55, 67 to 70, 75 and 76	Provision of signalling equipment, working site and permanent access.
Hampton Street	119 to 122	Provision of signalling equipment, working site and permanent access.
Isabella Street	56 to 62	Provision of signalling equipment, working site and permanent access.
King's Bench Street	95 to 97	Provision of signalling equipment, working site and permanent access.
Lucey Way	317	Provision of signalling equipment, working site and permanent access.
Millstream Road	295	Provision of signalling equipment, working site and permanent access.

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<i>(1) Area/locality</i>	<i>(2) Number of land shown on deposited plans</i>	<i>(3) Purpose for which land may be acquired</i>
New Kent Road	107 to 112, 427 to 429	Provision of signalling equipment, working site and permanent access.
O'Meara Street	130 and 132	Provision of signalling equipment, working site and permanent access.
Penrose Grove	430, 432 and 434	Provision of signalling equipment, working site and permanent access.
Raymouth Road	332, 617 to 622	Provision of signalling equipment, working site and permanent access.
Roper Lane	286	Provision of signalling equipment, working site and permanent access.
Rotherhithe New Road	331, 345, 346, 348, 350 to 353, 623 and 624	Provision of signalling equipment, working site and permanent access.
Southwark Bridge Road	103 to 106	Provision of signalling equipment, working site and permanent access.
Spa Road	605 and 606	Provision of signalling equipment, working site and permanent access.
Surrey Row	87 to 90	Provision of signalling equipment, working site and permanent access.
Tanner Street	594 to 596	Provision of signalling equipment, working site and permanent access.
Tower Bridge Road	292	Provision of signalling equipment, working site and permanent access.
Treveris Street	32 (part)	Provision of signalling equipment, working site and permanent access.
Union Street	83, 85, 408 to 410 and 413	Provision of signalling equipment, working site and permanent access.
Urlwin Street	435, 437 and 438	Provision of signalling equipment, working site and permanent access.

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<i>(1) Area/locality</i>	<i>(2) Number of land shown on deposited plans</i>	<i>(3) Purpose for which land may be acquired</i>
Walworth Road	115 to 118	Provision of signalling equipment, working site and permanent access.
White's Grounds	281 and 282	Provision of signalling equipment, working site and permanent access.
London borough of Lewisham, Blackhorse Road	94, 95, 97 to 104	Provision of signalling equipment, working site and permanent access.
Bolina Road	14	Provision of signalling equipment, working site and permanent access.
Canal Approach	90, 91 and 93	Provision of signalling equipment, working site and permanent access.
Landmann Way	31, 36, 79, 81 and 82	Provision of signalling equipment, working site and permanent access.
New Cross Station	114 to 116	Provision of signalling equipment, working site and permanent access.
Rolt Street	60, 61 and 63 to 65	Provision of signalling equipment, working site and permanent access.
Surrey Canal Road	80, 83 and 85	Provision of signalling equipment, working site and permanent access.

SCHEDULE 3

Article 14

STREETS SUBJECT TO STREET WORKS

<i>(1) Area</i>	<i>(2) Street subject to street works</i>
London borough of Camden	York Way
London borough of Haringey	Stroud Green Road (A1201)
	Tottenham Lane
London borough of Islington	York Way
	Cowcross Street

<i>(1) Area</i>	<i>(2) Street subject to street works</i>
	Stroud Green Road (A1201)
City of London	Turnmill Street Blackfriars Court Blackfriars Lane Blackfriars Passage New Bridge Street Victoria Embankment
London borough of Lambeth	Waterloo Road
London borough of Southwark	Almond Road Bedale Street Borough High Street (A3) Enid Street Green Dragon Court Joiner Street London Bridge Street Railway Approach St. Thomas Street Station Approach Stoney Street Tooley Street
London borough of Lewisham	Bolina Road Pagnell Street
County of Surrey, Borough of Reigate & Banstead	Brighton Road (A23) Dean Lane Three Arch Road
Town and Parish of Horley	Ladbroke Road/Langshott Road
District of Tandridge	Well Farm Road Godstone Road

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<i>(1) Area</i>	<i>(2) Street subject to street works</i>
County of West Sussex, Borough of Worthing	Newland Street
District of Adur	Albion Street
Parish of Lancing	New Salts Farm Road
City of Brighton & Hove	Goldstone Villas/Station Approach
District of Mid Sussex, Parish of Balcombe	Rocks Lane
County of Kent, Borough of Dartford	Overy Street

SCHEDULE 4

Article 15

STREETS TO BE PERMANENTLY STOPPED UP

PART 1

STREETS FOR WHICH A SUBSTITUTE IS TO BE PROVIDED

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>	<i>(4) New street to be substituted</i>
London boroughs of Lewisham and Southwark	Bolina Road	Between commencement and termination of Work No. 20	Work No. 20

PART 2

STREETS FOR WHICH NO SUBSTITUTE IS TO BE PROVIDED

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>
London borough of Islington	Cowcross Street	Within the Order limits, hatched black
London borough of Southwark	Railway Approach	Within the Order limits, hatched black
London borough of Lewisham	Bolina Road	Within the Order limits, hatched black

SCHEDULE 5

Article 16

STREETS TO BE TEMPORARILY STOPPED UP

<i>(1) Area</i>	<i>(2) Streets to be stopped up</i>
London borough of Camden	Brill Place

<i>(1) Area</i>	<i>(2) Streets to be stopped up</i>
	Iverson Road (B520)
	Ossulston Street
	York Way (A5200)
City of London	Apothecary Street
	Blackfriars Court
	Blackfriars Lane
	Blackfriars Passage
	Blackfriars Underpass/Upper Thames Street (A3211)
	Charterhouse Street
	Paul's Walk
	Puddle Dock
	Queen Victoria Street
	Victoria Embankment
London borough of Haringey	Stroud Green Road
London borough of Islington	Charterhouse Street
	Cowcross Street
	Farringdon Road
	Station Place
	Stroud Green Road
	Turnmill Street
	Vine Street Bridge
	York Way (A5200)
London borough of Lambeth	Mephram Street
	Waterloo Road
London borough of Lewisham	Bolina Road
	Canal Approach
	Fernbrook Road/Staplehurst Road

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<i>(1) Area</i>	<i>(2) Streets to be stopped up</i>
	New Cross Road (A2) Pagnell Street Rolt Street Silwood Street Sorrell Close Surrey Canal Road Trundleys Road Cliff Terrace St John's Vale Public path along the course of the former East London Line Railway
London borough of Southwark	Abbey Street Almond Road Bankside Walk Bedale Street Bermondsey Street (A2205) Blue Anchor Lane Bolina Road Bombay Street Borough High Street (A3) Borough Road Burrell Street Chancel Street Corbett's Lane Corbett's Passage Crampton Street Crucifix Lane

<i>(1) Area</i>	<i>(2) Streets to be stopped up</i>
	Dockley Road
	Dolben Street
	Duke Street Hill
	Elephant Road
	Enid Street
	Ewer Street
	Gambia Street
	Glasshill Street
	Great Suffolk Street
	Green Dragon Court
	Hampton Street
	Holyrood Street
	Hopton Street
	Isabella Street
	Joan Street
	Joiner Street
	King's Bench Street
	London Bridge Street
	Maltby Street
	Millstream Road
	New Kent Road (A201)
	O'Meara Street
	Park Street
	Penrose Grove
	Penrose Street
	Pocock Street

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<i>(1) Area</i>	<i>(2) Streets to be stopped up</i>
	Raymouth Road
	Redcross Way
	Roper Lane
	Rotherhithe New Road
	Shipwright Yard
	Silwood Street
	St. James's Road
	St. Thomas Street
	Southwark Bridge Road (A300)
	Southwark Street (A3200)
	Stainer Street
	Stoney Street
	Surrey Row
	Tanner Street
	Tooley Street
	Tower Bridge Road
	Treveris Street
	Union Street (B300)
	Urlwin Street
	Vinegar Yard
	Walworth Road (A215)
	Weston Street White's Grounds
London borough of Greenwich	Shrubsall Close
County of Bedfordshire, Borough of Bedford	Ashburnham Road
District of Mid Bedfordshire, Town and Parish of Arlesey	Public road off Arlesey Road (A507)
Parish of Henlow	Public road off Arlesey Road (A507)

<i>(1) Area</i>	<i>(2) Streets to be stopped up</i>
County of Cambridgeshire, District of South Cambridgeshire, Parish of Foxton	Cambridge Road (A10(T))
Parish of Litlington	Road from Baldock Road to Litlington
Parish of Shepreth	Barrington Road
County of East Sussex, Borough of Eastbourne	Mallard Close
	Station Approach
District of Lewes, Town and Parish of Lewes	Footpath No. 47 between A26 and A27
Parish of Beddingham with Glynde	Public Highway from A27(T) to Glyndebourne
	Footpath No. 47 between A26 and A27
Parish of Plumpton	Public Footpath from East View Fields to Plumpton Racecourse between Order limits
County of Hertfordshire, City and District of St Albans, Parish of Harpenden	Carlton Road
	Station Road (B562)
Borough of Hertsmere, Parish of Aldenham	Cherry Tree Lane—Footpath No. 4F301/10
	Watling Street (A5183)
District of East Hertfordshire, Town and Parish of Hertford, District of Welwyn Hatfield	North Road (A119)
	Burrowfield
County of Kent, Borough of Dartford	Overy Street
	Mill Pond Road
Borough of Ashford, Parish of Pluckley	Bethesden Road
Borough of Tonbridge & Malling	Mabledon Road
	Public footpath between Chichester Road and Wincliffe Road
County of Surrey, Borough of Reigate & Banstead	Brighton Road (A23)
	Dean Lane
	Three Arch Road
	Trowers Way
Town and Parish of Horley	Ladbroke Road/Langshott Road
Parish of Salfords and Sidlow	Southern Avenue
District of Tandridge	Well Farm Road
	Godstone Road (A22)
Parish of Oxted	Station Approach

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<i>(1) Area</i>	<i>(2) Streets to be stopped up</i>
County of West Sussex, Borough of Worthing	The Causeway
	Goring Street
	Newland Street/Station Road
District of Adur, Parish of Lancing	Albion Street
	New Salts Farm Road
District of Mid Sussex	Bannister Way/Market Place
	Market Place/Boltro Road
Parish of Ardingly	Copyhold Lane
Parish of Balcombe	Parish Lane
	Rocks Lane
Town and Parish of Burgess Hill	Junction Road
Parish of Cuckfield Rural	Rocky Lane
Parish of Slaugham	Parish Lane (Bridleway No. 33)
City of Brighton & Hove	Goldstone Villas/Station Approach
	Trafalgar Street
	Withdean Road/Station Road
Borough of Luton	Grange Avenue

SCHEDULE 6

Article 17

ACCESS TO WORKS

<i>(1) Area</i>	<i>(2) Description of Access</i>
London borough of Camden	Brill Place
	Iverson Road (B520)
	Ossulston Street
	York Way (A5200)
City of London	Blackfriars Court
	Blackfriars Lane
London borough of Haringey	Stroud Green Road
London borough of Islington	Charterhouse Street

<i>(1) Area</i>	<i>(2) Description of Access</i>
London borough of Lambeth	Farringdon Road
	Stroud Green Road
	Turnmill Street
	York Way (A5200)
	Mepham Street
London borough of Lewisham	Waterloo Road
	Canal Approach
	Fernbrook Road/Staplehurst Road
	New Cross Road (A2)
	Pagnell Street
	Rolt Street
	Sorrell Close
	Surrey Canal Road
	Trundleys Road
London borough of Southwark	Cliff Terrace
	Abbey Street
	Bedale Street
	Bermondsey Street (A2205)
	Blue Anchor Lane
	Bombay Street
	Borough Road
	Chancel Street
	Crampton Street
	Dockley Road
	Dolben Street
	Enid Street
	Ewer Street

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<i>(1) Area</i>	<i>(2) Description of Access</i>
	Gambia Street
	Glasshill Street
	Great Suffolk Street
	Green Dragon Court
	Hampton Street
	Hopton Street
	Isabella Street
	Joan Street
	Joiner Street
	King's Bench Street
	London Bridge Street
	Millstream Road
	New Kent Road (A201)
	O'Meara Street
	Park Street
	Raymouth Road
	Redcross Way
	Roper Lane
	Rotherhithe New Road
	Shipwright Yard
	St. James's Road
	St. Thomas Street
	Southwark Bridge Road (A300)
	Southwark Street (A3200)
	Stainer Street
	Stoney Street

<i>(1) Area</i>	<i>(2) Description of Access</i>
	Surrey Row
	Union Street
	Vinegar Yard
	Walworth Road (A215)
	White's Grounds
London borough of Greenwich	Shrubsall Close
County of Bedfordshire, Borough of Bedford	Ashburnham Road
District of Mid Bedfordshire, Town and Parish of Arlesey	Public road off Arlesey Road (A507)
County of Cambridgeshire, District of South Cambridgeshire,	
Parish of Foxton	Cambridge Road (A10(T))
Parish of Litlington	Road from Baldock Road to Litlington
Parish of Shepreth	Barrington Road
County of East Sussex, District of Lewes,	
Parish of Beddingham with Glynde	Public Highway from A27(T) to Glyndebourne
County of Hertfordshire,	
Borough of Hertsmere,	Cherry Tree Lane—Footpath No. 4F301/10
Parish of Aldenham	Watling Street (A5183)
District of East Hertfordshire,	
Town and Parish of Hertford	North Road (A119)
District of Welwyn Hatfield	Burrowfield
County of Kent,	
Borough of Dartford	Overy Street
	Mill Pond Road
Borough of Ashford,	
Parish of Pluckley	Bethesden Road
Borough of Tonbridge & Malling	Mabledon Road
	Public footpath between Chichester Road and Wincliffe Road
County of Surrey,	
Borough of Reigate & Banstead	Brighton Road
	Dean Lane

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<i>(1) Area</i>	<i>(2) Description of Access</i>
	Three Arch Road
Town and Parish of Horley	Ladbroke Road/Langshott Road
District of Tandridge	Well Farm Road
County of West Sussex, Borough of Worthing	The Causeway
	Newland Street/Station Road
District of Adur, Parish of Lancing	New Salts Farm Road
District of Mid Sussex	Bannister Way/Market Place
	Market Place/Boltro Road
Parish of Ardingly	Copyhold Lane
Parish of Balcombe	Parish Lane
Town and Parish of Burgess Hill	Junction Road
Parish of Cuckfield Rural	Rocky Lane
Parish of Slaugham	Parish Lane (Bridleway No. 33)
City of Brighton & Hove	Trafalgar Street
	Withdean Road/Station Road

SCHEDULE 7

Article 26

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 1973 Act 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—

- (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 to be 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 1 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 (which relates to cases in which a vendor cannot be required to sell part only of a building or garden) there shall be substituted the following—

(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,

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the Network Rail (Thameslink 2000) Order 2006⁽³⁶⁾ (“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, 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.

(36) [S.I.2006/3117](#).

SCHEDULE 8

Article 29

LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

<i>(1) Area/locality</i>	<i>(2) Number of land shown on deposited plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Authorised work</i>
County of Cambridgeshire, City and District of Cambridge, Milton District of South Cambridgeshire, Parish of Foxton, Foxton	10, 13 and 16 4	Working site Working site	Provision of electrical equipment Platform extension
County of Bedfordshire, Borough of Bedford, Parish of Little Barford Little Barford	6	Working site	Provision of electrical equipment
District of Mid Bedfordshire, Town and Parish of Arlesey, Arlesey	8, 9, 10, 12 and 13	Working sites and accesses	Platform extensions
County of Hertfordshire, City and District of St. Albans, St. Albans	2 to 4, 19 and 24	Working site and access	Platform extension
Borough of Hertsmere, Potters Bar South	7 to 11 and 14 to 16	Access	Provision of electrical equipment
London borough of Haringey, Finsbury Park	6	Working site	Work No. 1
London borough of Islington, Finsbury Park	3	Working site	Work No. 1

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<i>(1) Area/locality</i>	<i>(2) Number of land shown on deposited plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Authorised work</i>
London borough of Camden, Kentish Town	27	Working site and access	Modification of electrical equipment
St. Pancras	22 to 24	Working sites and accesses	Fitting out Midland Road Station box comprised in Work No. 2 authorised by the Channel Tunnel Rail Link Act 1996 ⁽³⁷⁾ and the tunnels comprised in Works Nos. 2, 2A, 2AA, 2B and 2BB authorised by that Act
London borough of Islington, Farringdon	90, 114, 117 and 118	Working site and access	The Farringdon works
City of London, Blackfriars	113	Working sites and access	The Blackfriars works and Works Nos. 5 and 6
London borough of Southwark, South Bank	361 and 368	Working sites and access	The Blackfriars works
Southwark Street/ Borough High Street	444, 451, 452, 455, 459, 494, 506 and 519	Working sites and access	The London Bridge Works
London Bridge Station	574, 575, 577, 578, 579, 583 and 585	Working sites and access	The London Bridge Works
Elephant & Castle	114 and 116	Working sites and access	Work No. 12
Bermondsey	343, 344, 347 to 349 and 353	Working sites and access	Works Nos. 15, 16, 17, 18, 19 and 20
London borough of Lewisham, Bermondsey	14, 20, 29, 30, 36, 40, 45 and 50	Working sites and access	Works Nos. 15, 16, 17, 18, 19 and 20

⁽³⁷⁾ 1996 c. 61.

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<i>(1) Area/locality</i>	<i>(2) Number of land shown on deposited plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Authorised work</i>
New Cross	119	Working site and access	Platform extension and provision of signalling equipment
London borough of Croydon, East Croydon	7	Working site	Platform extension
London borough of Greenwich, Mottingham	16	Working site	Platform extension
County of Surrey Borough of Reigate & Banstead, Earlswood	23	Working site and access	Platform extension
County of West Sussex, District of Mid Sussex, Parish of Cuckfield Rural, Folly Hill	4 and 6	Working site and access	Modification of electrical equipment
District of Adur, Parish of Lancing, Lancing	8, 10 and 12	Working site and access	Platform extension
Borough of Worthing, Durrington-on-Sea	7 and 8	Working site and access	Platform extension
County of Kent, Borough of Dartford	27	Working site and access	Platform extension and Work No. 24
Borough of Ashford, Pluckley	7 and 8	Working site and access	Platform extension
City of Brighton & Hove, Portslade	27	Working site and access	Platform extension
Borough of Luton,			

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<i>(1) Area/locality</i>	<i>(2) Number of land shown on deposited plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Authorised work</i>
Luton Airport Parkway	41, 42, 45 and 46	Working site and access	Platform extension

SCHEDULE 9

Article 46

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 Network Rail 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 an electronic communications code operator or former PTO 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 Network Rail 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 sub-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 Network Rail 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 3 of the Street Works Act applies.

(6) In this paragraph—

“the 1990 Act” means the Town and Country Planning Act 1990⁽³⁸⁾; and

“public utility undertakers” has the same meaning as in the Highways Act 1980⁽³⁹⁾.

⁽³⁸⁾ 1990 c. 8.

⁽³⁹⁾ 1980 c. 66.

Apparatus of statutory undertakers etc. in stopped up streets

2.—(1) Where a street is stopped up under article 15 (permanent stopping up of streets) 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) Where a street is stopped up under article 15 (permanent stopping up of streets) any statutory utility whose apparatus is under, in, upon, over, along or across the street may and, if reasonably requested so to do by Network Rail, shall—

- (a) remove the apparatus and place it or other apparatus provided in substitution for it in such other position as the 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.

(3) Subject to the following provisions of this paragraph, Network Rail shall pay to any statutory utility an amount equal to the cost reasonably incurred by the 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.

(4) If in the course of the execution of relocation works under sub-paragraph (2)—

- (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 currently available type, 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 Network Rail 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 paragraph would be payable to the statutory utility by virtue of sub-paragraph (3) shall be reduced by the amount of that excess.

(5) For the purposes of sub-paragraph (4)—

- (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.

(6) An amount which apart from this sub-paragraph would be payable to a statutory utility in respect of works by virtue of sub-paragraph (3) (and having regard, where relevant, to sub-paragraph (4)) shall, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months 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.

(7) Sub-paragraphs (3) to (6) shall not apply where the authorised works constitute major transport works for the purposes of Part 3 of the Street Works 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 cost of necessary measures) and any regulations for the time being having effect under that section, and
 - (b) the allowable costs shall be borne by Network Rail and the statutory utility in such proportions as may be prescribed by any such regulations.
- (8) In this paragraph—
- “apparatus” has the same meaning as in Part 3 of the Street Works Act;
 - “relocation works” means works executed, or apparatus provided, under sub-paragraph (2);
 - and
 - “statutory utility” means a statutory undertaker for the purposes of the Highways Act 1980⁽⁴⁰⁾ or an electronic communications code operator or former PTO.

Railway and navigation undertakings

3.—(1) Subject to the following provisions of this paragraph, the powers under article 14 (power to execute street works) to break up or open a street shall not be exercisable where the street, not being a highway maintainable at public expense (within the meaning of the Highways Act 1980)—

- (a) is under the control or management of, or is maintainable by, railway or tramway undertakers or a navigation authority, or
- (b) forms part of a level crossing belonging to any such undertakers or to such an authority or to any other person,

except with the consent of the undertakers or authority or, as the case may be, of the person to whom the level crossing belongs.

(2) Sub-paragraph (1) shall not apply to the carrying out under this Order of emergency works, within the meaning of Part 3 of the Street Works Act.

(3) A consent given for the purposes of sub-paragraph (1) may be made subject to such reasonable conditions as may be specified by the person giving it but shall not be unreasonably withheld.

(4) In this paragraph “navigation authority” means any person who has a duty or power under any enactment to work, maintain, conserve, improve or control any canal or other inland navigation, navigable river, estuary, harbour or dock.

SCHEDULE 10

Article 47

PROTECTIVE PROVISIONS

PART 1

PROTECTION FOR ELECTRICITY, GAS AND WATER UNDERTAKERS

1.—(1) For the protection of the several undertakers referred to in this Part of this Schedule the following provisions shall, unless otherwise agreed in writing between Network Rail and the undertaker concerned, have effect.

- (2) In this Part of this Schedule—

⁽⁴⁰⁾ 1980 c. 66.

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“adequate alternative apparatus” means alternative apparatus adequate to enable the undertaker in question to fulfil its statutory functions in a manner not less efficient than previously;

“apparatus” means—

- (a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the Electricity Act 1989(41)) belonging to or maintained by that undertaker; or
- (b) in the case of a gas or water undertaker, any mains, pipes or other apparatus belonging to or maintained by such undertaker;

(not being, except in paragraph 2, apparatus in respect of which the relations between Network Rail and the undertaker in question are regulated by the provisions of Part 3 of the Street Works Act) and includes any structure for the lodging therein of apparatus or for giving access to apparatus;

“functions” includes powers and duties;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land;

“plan” includes sections and method statements; and

“undertaker” means any person authorised to carry on, in any area within which Network Rail are by this Order authorised to purchase land or execute works, an undertaking for the supply of water or the supply, transportation or storage of gas or for the generation, transmission or supply of electricity; and, in relation to any apparatus, means the undertaker to whom it belongs or by whom it is maintained.

(3) The provisions of Schedule 9 (provisions relating to statutory undertakers etc.) to this Order shall not apply in relation to apparatus to which this Part of this Schedule applies.

2. Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 16 (temporary stopping up of streets), an undertaker shall be at liberty at all times to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain, renew or use any apparatus which at the time of the stopping up or diversion was in that highway.

3.—(1) Network Rail, in the case of the powers conferred by article 22 (protective works to buildings), shall, so far as is reasonably practicable, so exercise those powers as not to obstruct or render less convenient the access to any apparatus and, if by reason of the exercise of those powers any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of any undertaker or any interruption in the supply of electricity, gas or water, as the case may be, by the undertaker is caused, Network Rail shall bear and pay the cost reasonably incurred by that undertaker in making good such damage or restoring the supply; and, subject to sub-paragraph (2), shall—

- (a) make reasonable compensation to the undertaker for any loss sustained by it; and
- (b) indemnify the undertaker against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by that undertaker,

by reason of any such damage or interruption.

(2) Nothing in this paragraph shall impose any liability on Network Rail with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or default of an undertaker or its contractors or workmen; and the undertaker shall give to Network Rail reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of Network Rail.

(41) 1989 c. 29.

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4. Notwithstanding anything in this Order or shown on the deposited plans Network Rail shall not acquire any apparatus under the powers of this Order otherwise than by agreement.

5.—(1) If Network Rail, in the exercise of the powers of this Order, acquires any interest in any land in which any apparatus is placed, that apparatus shall not be removed under this Part of this Schedule and any right of an undertaker to use, maintain or renew that apparatus in that land shall not be extinguished until adequate alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the undertaker in question.

(2) If Network Rail, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, requires the removal of any apparatus placed in that land, it shall give to the undertaker in question written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed so as to provide adequate alternative apparatus in place of the apparatus to be removed, and in that case (or if in consequence of the exercise of any of the powers of this Order the undertaker reasonably requires to remove any apparatus) Network Rail shall, subject to sub-paragraph (3), afford to the undertaker the necessary facilities and rights for the construction of the alternative apparatus in other land of Network Rail and thereafter for the use, maintenance and renewal of that apparatus.

(3) If the alternative apparatus or any part thereof is to be constructed elsewhere than in other land of Network Rail, or Network Rail is unable to afford such facilities and rights as aforesaid in the land in which the alternative apparatus or part of it is to be constructed, the undertaker shall, on receipt of a written notice to that effect from Network Rail, forthwith use its best endeavours to obtain the necessary facilities and rights in that last-mentioned land.

(4) Any alternative apparatus to be constructed in land of Network Rail under this Part of this Schedule shall be constructed in such manner and in such line or situation as may be agreed between the undertaker in question and Network Rail or in default of agreement settled by arbitration under article 51 (arbitration).

(5) The undertaker in question shall, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration as aforesaid and after the grant to the undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed with all reasonable dispatch to construct and bring into operation the alternative apparatus and thereafter to remove any apparatus required by Network Rail to be removed under the provisions of this Part of this Schedule.

(6) Notwithstanding anything in sub-paragraph (5), if Network Rail gives notice in writing to the undertaker in question that it desires itself to execute any part of so much of the work necessary in connection with the construction of the alternative apparatus, or the removal of the apparatus required to be removed, as will take place in any land of Network Rail, that work, instead of being carried out by the undertaker, shall be carried out by Network Rail in accordance with plans and specifications and in a position agreed between the undertaker and Network Rail or in default of agreement determined by arbitration, with all reasonable dispatch under the superintendence (if given) and to the reasonable satisfaction of the undertaker.

(7) Nothing in sub-paragraph (6) shall authorise Network Rail to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 300 millimetres of the apparatus.

6.—(1) Where, in accordance with the provisions of this Part of this Schedule, Network Rail affords to an undertaker facilities and rights for the construction, maintenance and renewal in land of Network Rail of alternative apparatus in substitution for apparatus to be removed as aforesaid, those facilities and rights shall be granted upon such terms and conditions as may be agreed between Network Rail and the undertaker in question or in default of agreement settled by arbitration in accordance with sub-paragraphs (2) and (3).

(2) In settling those terms and conditions in respect of alternative apparatus to be constructed in or along any railway of Network Rail, the arbitrator shall—

- (a) give effect to all reasonable requirements of Network Rail for ensuring the safety and efficient operation of the railway and for securing any subsequent alterations or adaptations of the alternative apparatus which may be required to prevent interference with any proposed works of Network Rail or the traffic on the railway; and
- (b) so far as it may be reasonable and practicable to do so in the circumstances of the particular case, give effect to the terms and conditions (if any) applicable to the apparatus for which the alternative apparatus is to be substituted and have regard to the undertaker's ability to fulfil its service obligations.

(3) If the facilities and rights to be afforded by Network Rail in respect of any alternative apparatus and the terms and conditions subject to which the same are to be granted are in the opinion of the arbitrator less favourable on the whole to the undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator shall make such provision for the payment of compensation by Network Rail to the undertaker as appears to him to be reasonable having regard to all the circumstances of the particular case.

7.—(1) Not less than 28 days before commencing the execution of any works that are referred to in paragraph 5(2) and are near to, or will or may affect, any apparatus the removal of which has not been required by Network Rail under paragraph 5(2), Network Rail shall submit to the undertaker in question a plan, section and description of the works to be executed.

(2) Those works shall be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the undertaker for the alteration or otherwise for the protection of the apparatus or for securing access thereto and the undertaker shall be entitled by its officer to watch and inspect the execution of those works.

(3) Any requirements made by the undertaker under sub-paragraph (2) shall be made within a period of 21 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If an undertaker within 21 days after the submission to it of a plan, section and description, shall, in consequence of the works proposed by Network Rail, reasonably require the removal of any apparatus and gives written notice to Network Rail of that requirement, the foregoing provisions of this Part of this Schedule shall apply as if the removal of the apparatus had been required by Network Rail under paragraph 5(2).

(5) Nothing in this paragraph shall preclude Network Rail from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan, section and description of the works in place of the plan, section and description previously submitted, and thereupon the provisions of this paragraph shall apply to and in respect of the new plan, section and description.

(6) Network Rail shall not be required to comply with sub-paragraph (1) in a case of emergency but in that case it shall give to the undertaker in question notice as soon as reasonably practicable and a plan, section and description of those works as soon as reasonably practicable thereafter and shall comply with sub-paragraph (2) so far as reasonably practicable in the circumstances.

8. If in consequence of the exercise of the powers of this Order the access to any apparatus is materially obstructed Network Rail shall provide alternative means of access to such apparatus which is, so far as reasonably practicable, no less convenient than the access enjoyed by the undertaker prior to the obstruction.

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9. Where, by reason of this Order, any part of any highway in which any apparatus is situated ceases to be part of a highway an undertaker may exercise the same rights of access to such apparatus as it enjoyed immediately before the coming into force of this Order, but nothing in this paragraph shall affect any right of Network Rail or of the undertaker to require removal of such apparatus under this Part of this Schedule or the power of Network Rail to execute works in accordance with paragraph 7.

10.—(1) Subject to the following provisions of this paragraph, Network Rail shall pay to an undertaker the costs, charges and expenses reasonably incurred by that undertaker in or in connection with the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 5(2), less the value of any apparatus removed under the provisions of this Part of this Schedule (that value being calculated after removal), and shall also make compensation to that undertaker—

- (a) for any damage caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal in accordance with the provisions of this Part of this Schedule); and
- (b) for any other expenses, loss, damages, penalty or costs incurred by that undertaker,

by reason of the execution, maintenance, user or failure of those works or otherwise by reason of the exercise by Network Rail of the powers of this Order.

(2) If in pursuance of the provisions of this Part of this Schedule—

- (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 currently available type, 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 Network Rail or, in default of agreement, is not determined by arbitration to be necessary, then, if it involves cost in the construction of works under this Part of this Schedule 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 paragraph would be payable to the undertaker in question by virtue of sub-paragraph (1) shall be reduced by the amount of that excess.

(3) For the purposes of sub-paragraph (2)—

- (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.

(4) An amount which apart from this sub-paragraph would be payable to an undertaker in respect of works by virtue of sub-paragraph (1) (and having regard, where relevant, to sub-paragraph (2)) shall, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the undertaker 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.

(5) Sub-paragraphs (1) to (4) shall not apply where the authorised works constitute major transport works for the purposes of Part 3 of the Street Works Act, but instead—

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- (a) the allowable costs of the construction of works under this Part of this Schedule shall be determined in accordance with section 85 of that Act (sharing of cost of necessary measures) and any regulations for the time being having effect under that section, and
- (b) the allowable costs shall be borne by Network Rail and the undertaker in such proportions as may be prescribed by any such regulations.

11.—(1) Where, by reason of the stopping up of any highway pursuant to this Order, any apparatus belonging to an undertaker and laid or placed in such highway or elsewhere is rendered derelict or unnecessary, Network Rail shall, subject to sub-paragraph (2), pay to that undertaker the then value of such apparatus (which shall thereupon become the property of Network Rail) and the reasonable cost of and incidental to the cutting off of such apparatus from any other apparatus, and of and incidental to the execution or doing of any works or things rendered necessary or expedient by reason of such apparatus being so rendered derelict or unnecessary.

(2) Network Rail shall not under the provisions of this paragraph be required to pay to an undertaker the value of any apparatus rendered derelict or unnecessary if, to the reasonable satisfaction of the undertaker, other apparatus has at the expense of Network Rail been provided and laid and made ready for use in substitution for the apparatus so rendered derelict or unnecessary.

12. Any difference arising between Network Rail and an undertaker under this Part of this Schedule shall be referred to and settled by arbitration under article 51 (arbitration).

13. Nothing in this Part of this Schedule shall affect the provisions of any enactment or agreement regulating the relations between Network Rail and an undertaker in respect of any apparatus laid or erected in land belonging to Network Rail on the coming into force of this Order.

PART 2

PROTECTION FOR OPERATORS OF AN ELECTRONIC COMMUNICATIONS CODE NETWORK

14. For the protection of any operator of an electronic communications code network (in this Part of this Schedule referred to as “the operator”) the following provisions shall, unless otherwise agreed in writing between Network Rail and the operator, have effect.

15. The temporary stopping up or diversion of any highway under article 16 (temporary stopping up of streets) shall not affect any right of the operator under paragraph 9 of the electronic communications code to maintain any apparatus which, at the time of the stopping up or diversion, is in that highway.

16.—(1) Subject to sub-paragraphs (2) to (4), if by reason or in consequence of the construction of the authorised works or any subsidence resulting from any of those works, any damage is caused to any electronic communications apparatus belonging to British Telecommunications plc (“BT”), other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works, or other property of BT, or there is any interruption in the supply of the service provided by BT, Network Rail shall bear and pay the cost reasonably incurred by BT in making good such damage or restoring the supply and shall—

- (a) make reasonable compensation to BT for loss sustained by it, and
- (b) indemnify BT against claims, demands, proceedings, costs, damages and expenses which may be made or taken against, or recovered from, or incurred by, BT, by reason or in consequence of any such damage or interruption.

(2) Sub-paragraph (1) shall not apply to any apparatus in respect of which the relations between Network Rail and BT are regulated by the provisions of Part 3 of the Street Works Act or to any

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damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised works.

(3) Nothing in sub-paragraph (1) shall impose any liability on Network Rail with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of BT, its officers, servants, contractors or agents.

(4) BT shall give Network Rail reasonable notice of any such claim or demand and no settlement or compromise thereof shall be made without the consent of Network Rail which, if it withholds such consent, shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

17. Any difference arising between Network Rail and the operator under this Part of this Schedule shall be referred to and settled by arbitration under article 51 (arbitration).

PART 3

PROTECTION FOR SEWERAGE UNDERTAKERS

18.—(1) For the protection of sewerage undertakers the following provisions shall, unless otherwise agreed in writing between Network Rail and the sewerage undertaker concerned, have effect.

(2) In this Part of this Schedule—

“construction” includes placing or altering; and “constructed” shall be construed accordingly;

“plan” includes sections and method statements;

“sewer” means a public sewer within the meaning of the Water Industry Act 1991⁽⁴²⁾ and includes a disposal main within the meaning of that Act;

“specified works” means so much of the authorised works as will or may be situated over or within 15 metres measured in any direction of, or (wherever situated) impose any load directly upon, any sewer; and

“the undertaker” means the sewerage undertaker for the area of the works or whose sewers are affected.

(3) The provisions of Schedule 9 (provisions relating to statutory undertakers etc.) to this Order shall not apply in relation to apparatus to which this Part of this Schedule applies.

19.—(1) Before commencing the construction or renewal of any specified work, or in the case of any temporary work its removal, Network Rail shall submit to the undertaker plans of the work as described in sub-paragraph (3) (in this Part of this Schedule referred to as “the plans”) and shall not commence that work until the undertaker has signified in writing its approval of the plans.

(2) Any approval of the undertaker required under this paragraph—

(a) may be given subject to reasonable conditions;

(b) shall not be unreasonably withheld; and

(c) shall be deemed to have been given if it is neither given nor refused within 56 days of the submission of plans for approval.

(3) The plans to be submitted to the undertaker shall be detailed plans, drawings, sections and specifications describing the position and manner in which, and the level at which, any specified work is proposed to be constructed and the position of all sewers of the undertaker within 15 metres

(42) 1991 c. 56.

of that work or upon which the specified work will impose a load and shall include detailed drawings of every alteration which Network Rail may propose to any such sewers.

(4) For the purpose of the preparation of the plans the undertaker shall permit Network Rail to have access to plans in its possession and to any of its sewers.

(5) The undertaker may require such modifications to be made to the plans as may be reasonably necessary to secure the sewerage system of the undertaker against interference or risk of damage and to provide and secure proper and convenient means of access to any sewer.

20.—(1) The specified work shall be constructed, or (in the case of any temporary work) removed, in accordance with the plans approved, or deemed to have been approved, under paragraph 19 or settled by arbitration, as the same may be amended from time to time by agreement between Network Rail and the undertaker, and in the construction or removal of any specified work Network Rail shall comply with all reasonable requirements of the undertaker and shall provide new, altered or substituted sewers or works for the protection of any sewers of the undertaker, in such manner as the undertaker may reasonably require by way of replacement provision for or for the proper protection of, and for preventing injury or impediment to, any such sewer by reason of any specified work.

(2) All works under sub-paragraph (1) for the provision of new, altered or substituted sewers or the protection of any sewers of the undertaker shall, where so required by the undertaker, be constructed by the undertaker or under the supervision (if given) of an officer of the undertaker duly appointed for the purpose, and all costs, charges and expenses reasonably incurred by the undertaker in the construction of such works, or in the preparation or examination of plans or designs for such works, or in such supervision, shall be paid to the undertaker by Network Rail.

(3) When works for the provision of any such new, altered or substituted sewer, or any such protective work forming part of any such new, altered or substituted sewer or any existing sewer of the undertaker, have been completed under this Part of this Schedule to the reasonable satisfaction of the undertaker, they shall be vested in and become maintainable by the undertaker.

21.—(1) Subject to the following provisions of this Part of this Schedule, Network Rail shall be liable to make good, or, if the undertaker so decides, to repay to the undertaker any expense reasonably incurred by the undertaker in making good, all injury or damage to any sewers, drains or works vested in the undertaker (except in so far as such sewer, drain or work is intended for alteration or removal for the purposes of the specified work) caused by or resulting from the construction of any specified work or any investigation undertaken in respect of any specified work and the provision of any new, altered or substituted sewer or any protective work under this Part of this Schedule and shall pay to the undertaker any additional expense to which it may be put in the maintenance, management or renewal of any new, altered or substituted sewer which may be necessary in consequence of the construction of any specified work.

(2) Network Rail shall indemnify the undertaker against all actions, claims, demands, costs, expenses, damages or loss which may be made on or against the undertaker, which the undertaker may incur or have to pay or which it may sustain in consequence of the construction of any specified work or of the failure or want of repair of any specified work or any subsidence caused by the construction of any specified work or in consequence of any act or omission of Network Rail, its contractors, agents, workmen or servants, whilst engaged upon any specified work and any new, altered or substituted sewer or any protective work.

(3) The undertaker shall give to Network Rail reasonable notice of any such claim or demand mentioned in sub-paragraph (2) and no settlement or compromise of the claim or demand shall be made without the agreement in writing of Network Rail.

(4) Nothing in sub-paragraph (1) or (2) shall impose any liability on Network Rail in respect of any damage to the extent that it is attributable to the act, neglect or default of the undertaker, its officers, servants, or, if not Network Rail, its contractors or agents.

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(5) If in pursuance of the provisions of this Part of this Schedule—

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

and the placing of a sewer of that type or capacity or of those dimensions or the placing of a sewer at that depth, as the case may be, is not agreed by Network Rail or, in default of agreement, is not determined by arbitration to be necessary, then, if it involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the sewer 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 paragraph would be payable to the undertaker by virtue of sub-paragraph (1) shall be reduced by the amount of that excess.

(6) For the purposes of sub-paragraph (5) an extension of a sewer to a length greater than the length of an existing sewer shall not be treated as a placing of a sewer of greater dimensions than those of the existing sewer.

(7) An amount which apart from this sub-paragraph would be payable to the undertaker in respect of works by virtue of sub-paragraph (1) (and having regard, where relevant, to sub-paragraph (5)) shall, if the works include the placing of a sewer provided in substitution for a sewer placed more than 7 years and 6 months earlier so as to confer on the undertaker any financial benefit by deferment of the time for renewal of the sewer in the ordinary course, be reduced by the amount which represents that benefit.

(8) Sub-paragraphs (1) and (5) to (7) shall not apply where the authorised works constitute major transport works for the purposes of Part 3 of the Street Works Act, but instead—

- (a) the allowable costs of the construction of works under this Part of this Schedule shall be determined in accordance with section 85 of that Act (sharing of cost of necessary measures) and any regulations for the time being having effect under that section, and
- (b) the allowable costs shall be borne by Network Rail and the undertaker in such proportions as may be prescribed by any such regulations.

22.—(1) An officer of the undertaker duly appointed for the purpose may, at any reasonable time and, if required by Network Rail, under its supervision and control, enter upon and inspect any specified work or any other works constructed under this Part of this Schedule.

(2) The approval by the undertaker of any plans, drawings, sections or specifications or the supervision by it of any work under this Part of this Schedule shall not (if it was done without negligence on the part of the undertaker, its officers, servants, or, if not Network Rail, its contractors or agents) exonerate Network Rail from any liability or affect any claim for damages by the undertaker.

23.—(1) Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 16 (temporary stopping up of streets), the undertaker shall be at liberty at all times to construct and do all such works and things in, upon or under any such highway as may be reasonably necessary to enable it to maintain, renew, protect or use any sewer which at the time of the stopping up or diversion was in that highway.

(2) Where, in consequence of this Order, any part of any street, bridleway or footpath in which any sewer is situate ceases to be part of the street, bridleway or footpath, the undertaker may exercise the same rights of access to such sewer as it enjoyed immediately before the coming into force of this Order, but nothing in this paragraph shall affect any right of Network Rail or of the undertaker to require alteration of such sewer under this Part of this Schedule.

24. Network Rail shall, so far as is reasonably practicable, so exercise the powers conferred by article 22 (protective works to buildings) as not to obstruct or render less convenient the access to any sewer.

25. As soon as reasonably practicable after the completion of the construction of any specified work Network Rail shall deliver to the undertaker a plan and section showing the position and level of that work as constructed and all new, altered or substituted works provided under this Part of this Schedule.

26. Nothing in this Part of this Schedule shall affect the provisions of any enactment or agreement regulating the relations between Network Rail and the undertaker in respect of any sewer or other apparatus constructed, laid or erected in land belonging to Network Rail before the coming into force of this Order.

27. Any difference arising between Network Rail and the undertaker under this Part of this Schedule shall be referred to and settled by arbitration under article 51 (arbitration).

PART 4

FOR PROTECTION OF LONDON UNDERGROUND LIMITED

28.—(1) For the protection of the Company the following provisions shall, unless otherwise agreed in writing between Network Rail and LUL, have effect.

(2) In this Part of this Schedule—

“the Company” means—

- (a) LUL;
- (b) any subsidiary of LUL;
- (c) a PPP Company;
- (d) any wholly owned subsidiary of a PPP Company; and
- (e) any PPP related third party being treated as a PPP Company by reason of having entered into an agreement pursuant to section 215(3)(b) of the Greater London Authority Act 1999(43);

“the Company’s works and apparatus” includes any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised works) which are owned or used by the Company for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications;

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

“designated works” means (for as long as such land continues to be identified as safeguarded land) so much of the authorised works as may be situated within 15 metres of safeguarded land or may in any way affect safeguarded land and includes the construction, reconstruction and maintenance of the authorised works;

“EMI” means electromagnetic interference with the Company’s works and apparatus generated by the operation of the authorised works (including the operation of trains using the new railways comprised in the authorised works) where such interference is of a level which affect the safe and efficient operation of the Company’s works and apparatus;

(43) 1999 c. 29.

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“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;

“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 (including particulars as to the working methods and phases of the specified works) and “approved plans” means plans approved or deemed to be approved or settled by arbitration in accordance with the provisions of this Part of this Schedule;

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

“safeguarded land” means the land within the zone specified in paragraph 2 of the safeguarding directions issued by the Secretary of State on 5th November 1990 as amended by further directions dated 10th October 1991 and 12th December 1991 pursuant to articles 14(1) and 18(3) of the Town and Country Planning General Development Order 1988⁽⁴⁴⁾ or any revised, reissued or amended directions issued pursuant to the Town and Country Planning (General Development Procedure) Order 1995⁽⁴⁵⁾ from time to time; and

“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 (including its operation and use) or may in any way affect railway property and includes the construction and maintenance of the authorised works and the designated works.

29. The provisions of Schedule 9 (provisions relating to statutory undertakers etc.) to this Order shall not apply to works, apparatus and equipment to which this Part of this Schedule applies.

30.—(1) Network Rail shall not in the exercise of the powers of this Order prevent pedestrian 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.

31.—(1) Network Rail shall not under 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.

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

32. Network Rail shall, before commencing the construction of any part of the specified works, furnish to LUL such proper and sufficient plans relevant to the part of the specified works concerned (“the plans”) (including particulars as to the working methods and the regulation of traffic in the vicinity of those specified works) as may be reasonably required by the engineer and shall not commence those specified works until the plans have been approved in writing by the engineer or settled by arbitration under article 51 (arbitration).

33. The engineer’s approval under paragraph 32 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 the plans have been furnished to LUL the engineer has not notified his

(44) S.I. 1988/1813.

(45) S.I. 1995/419.

disapproval thereof and the grounds of his disapproval, he shall be deemed to have approved the plans as submitted.

34. If within 56 days after the plans have been furnished to LUL, LUL gives notice to Network Rail 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 or the safe and effective operation of the Company's railway undertaking or the services of operators using the same, then, if Network Rail 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 Network Rail in accordance with the plans approved or deemed to be approved or settled as aforesaid.

35. 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 the safe and effective operation of the Company's railway undertaking or the services of operators using the same 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 Network Rail at its own expense and Network Rail shall not commence the construction of the specified works until the engineer has notified Network Rail that the protective works have been completed.

36. Network Rail shall, before commencing the construction of the designated works, furnish to LUL such proper and sufficient plans thereof as may reasonably be required by the engineer and shall not commence the designated works until plans thereof have been approved in writing by the engineer or settled by arbitration under article 51 (arbitration).

37. The engineer's approval under paragraph 36 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 plans have been furnished to LUL the engineer has not notified his disapproval thereof and the grounds of his disapproval, he shall be deemed to have approved those plans as submitted.

38. 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 designated works to safeguard the safe, economic and efficient construction, operation and maintenance of the ticket hall, ventilation shaft and running tunnels proposed to be constructed within the safeguarded land as part of the CrossRail Scheme and such protective works as may be reasonably necessary for those purposes shall be constructed by Network Rail with all reasonable dispatch, at its own expense and Network Rail shall not commence the construction of the specified works until the engineer is satisfied that any protective works so constructed have been completed to the reasonable satisfaction of the engineer.

39. Network Rail 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 emergency (when it shall give such notice as may be reasonably practicable), of its intention to carry out any works for the maintenance of the specified works in so far as such works of repair or maintenance affect or interfere with railway property.

40. The construction of the specified works, any protective works and any alterations and additions thereto carried out by Network Rail shall, when commenced, be carried out—

- (a) with all reasonable dispatch in accordance with the plans approved or deemed to be approved or settled as aforesaid;
- (b) under the supervision (if given), and to the reasonable satisfaction of the engineer; and
- (c) in such manner as to cause—

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- (i) as little damage as may be to railway property;
- (ii) 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 and any protective works carried out by Network Rail, Network Rail shall, notwithstanding any such approval as aforesaid, 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.

41. Nothing in paragraph 40 shall impose any liability on Network Rail 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 Network Rail under paragraph 40 shall be reduced proportionately to the extent to which any damage, cost, 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.

42. Network Rail shall at all times afford reasonable facilities to the engineer for access to the specified works during their construction and the construction of any protective works carried out by Network Rail pursuant to the provisions of paragraph 35 and shall supply him with all such information as he may reasonably require with regard to the specified works or any such protective works or to the method of construction thereof.

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

44. 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 the completion thereof, in consequence of the construction of the specified works, such alterations and additions may be carried out by LUL and, if LUL gives to Network Rail reasonable notice of its intention to carry out such alterations or additions, Network Rail shall pay to LUL the reasonable cost thereof 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.

45. If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions referred to in paragraph 44 a capitalised sum representing such saving shall be set off against any sum payable by Network Rail to LUL under this Part of this Schedule.

46. Network Rail shall repay to LUL all reasonable costs, charges and expenses reasonably incurred by the Company—

- (a) in constructing any part of the specified works on behalf of Network Rail as provided by paragraph 34 or in constructing any protective works under the provisions of paragraph 35, including, in respect of any permanent protective works, a capitalised sum representing the cost 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, supervisory staff, signalmen, watchmen and other persons whom it shall be reasonably necessary to appoint for inspecting, monitoring, 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 and to ensure

the continued safe and effective operation of the Company's railway undertaking or the services of operators using the same (including any relocation of works, apparatus and equipment necessitated by the specified works) and the comfort and safety of passengers;

- (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 railway services of LUL 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 approval of plans and any supervision by the engineer of the construction of the specified works and the designated works.

47. Network Rail shall in the design and construction of the authorised works take all measures necessary to prevent EMI and shall establish with LUL (both parties acting reasonably) appropriate arrangements to test and verify the effectiveness of works proposed to be constructed by Network Rail to prevent EMI.

48. If at any time after the completion of a specified work, not being a work vested in the Company, LUL gives notice to Network Rail informing it that the state of maintenance of the specified work appears to be such as may affect the safe and effective operation of railway property, Network Rail shall, on receipt of such a notice, take such steps as may be reasonably necessary to put that specified work in such state of repair as may not so affect railway property.

49. Network Rail shall be responsible for, and make good to LUL all reasonable costs, charges, damages and expenses not otherwise provided for in paragraph 46 which may be occasioned to, or reasonably incurred by, the Company—

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

and Network Rail 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 failure, act or omissions as aforesaid, 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 Network Rail from any liability under the provisions of this Part of this Schedule.

50.—(1) Any liability of Network Rail under paragraph 49 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 Network Rail immediate notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of Network Rail.

51. Any difference arising between Network Rail and the Company under this Part of this Schedule shall be referred to and settled by arbitration under article 51 (arbitration).

PART 5

PROTECTION FOR THE PORT OF LONDON AUTHORITY

52. In this Part of this Schedule—

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“the Port Authority” means the Port of London Authority;

“the 1968 Act” means the Port of London Act 1968(46);

“the river” means the Thames as defined in the 1968 Act.

53.—(1) Subject to sub-paragraph (2) nothing in this Order shall affect any requirement under Part 5 of the 1968 Act to obtain a licence from the Port Authority to carry out any of the authorised works.

(2) To the extent that it would not otherwise do so the requirement to obtain a licence under section 70 of the 1968 Act shall apply to the exercise of any powers conferred by article 8 (appropriation of works near Blackfriars Bridge).

54.—(1) Subject to sub-paragraph (2) Network Rail shall not in the exercise of the powers conferred by this Order compulsorily acquire or use, or acquire any rights over, the bed of the river or any other land of the Port Authority.

(2) Sub-paragraph (1) shall not prevent Network Rail from acquiring compulsorily the interest of any person other than the Port Authority in the land referred to in sub-paragraph (1).

55. The exercise by Network Rail in, under or over the river Thames of any of the powers conferred by this Order to construct or maintain the authorised works shall be subject to any directions given by the Port Authority or its harbourmaster under section 111 or 112 of the 1968 Act and any byelaws of the Port Authority.

PART 6

PROTECTION FOR LAND DRAINAGE, FLOOD DEFENCE, WATER RESOURCES AND FISHERIES

56.—(1) The following provisions shall apply for the protection of the Agency unless otherwise agreed in writing between Network Rail and the Agency.

(2) In this Part of this Schedule—

“the Agency” means the Environment Agency;

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

“drainage work” means any watercourse and includes any land which provides or is expected to provide flood storage capacity for a flood event with an annual probability of occurrence of 0.01 or greater for any watercourse and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage, flood defence or tidal monitoring;

“the fishery” means any waters containing fish and fish in, or migrating to or from the river Thames 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 16 metres of a drainage work or is otherwise likely to—

- (a) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;
- (b) affect the flow, purity or quality of water in any watercourse or other surface waters or ground water;

(46) 1968 c.xxxii.

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- (c) cause obstruction to the free passage of fish or damage to any fishery; or
- (d) affect the conservation, distribution or use of water resources; and

“watercourse” includes all rivers, streams, ditches, drains, cuts, culverts, dykes, sluices, sewers and passages through which water flows except a public sewer.

57.—(1) Before beginning to construct the specified works and again at the written request of the Agency following their completion, Network Rail shall at its own expense and to the reasonable satisfaction of the Agency, conduct a survey of the condition of so much of the river walls on each side of the river Thames as is situated within 100 metres of the centreline of the Blackfriars Bridge and submit a report to the Agency upon the condition of such walls.

(2) If any defects are identified in the initial survey conducted pursuant to sub-paragraph (1), being defects which may be affected by the construction of the specified works, Network Rail shall monitor the defects not less than once every 4 weeks where tides permit during the construction of the specified works in accordance with such reasonable requirements as the Agency may specify or, if the Agency reasonably requires having regard to the results of any such monitoring, at such lesser intervals as the Agency may specify.

(3) Before beginning to construct the specified works and at 2-weekly intervals thereafter until their completion or at such greater intervals as the Agency may agree for the period following the completion of foundation works comprised in the specified works, Network Rail shall at its own expense and to the reasonable satisfaction of the Agency survey the levels of the foreshore within 200 metres of the specified works and submit a report upon those levels to the Agency.

(4) The survey required under sub-paragraph (3) shall be undertaken at points corresponding to the intersection of grid lines spaced at 10 metre intervals parallel to the river walls and at 50 metre intervals at right angles to the river Thames.

(5) If during the construction of the specified works, any defects in the river walls deteriorate or scouring or siltation of the foreshore exceeds an average of 150 millimetres from the initial measurements taken on any two adjacent grid lines 50 metres apart, Network Rail shall immediately cease the construction of the specified works and not re-commence the construction otherwise than in accordance with such reasonable requirements as may be specified by the Agency which may include changes to working methods and the completion of mitigation works.

(6) If in the circumstances of any particular case it is reasonable to do so, having regard to the nature of the particular works concerned, the Agency shall at the written request of Network Rail substitute for the distances, periods or intervals specified in this paragraph, such lesser distances and such greater periods and intervals as are appropriate.

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

(2) Without prejudice to sub-paragraph (1), Network Rail shall ensure that its contractor will provide the Agency with all reasonable necessary hydraulic information in order to identify and quantify any effects of erosion and deposition on the Thames riverbed and foreshore which are likely to be caused by any such specified work (including the use of barges) and such information shall be accompanied by an appropriate assessment of likely effects (such as any consequential loss of foreshore habitat and impacts on river wall stability) and of any remedial measures which may be reasonably necessary having regard to any such likely effects.

(3) Any such specified work shall not be constructed except in accordance with such plans as may be approved in writing by the Agency, or determined under paragraph 69.

(4) Any approval of the Agency required under this paragraph—

- (a) shall not be unreasonably withheld;

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- (b) shall be deemed to have been given if it is neither given nor refused within 2 months of the submission of the 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 Agency may make for the protection of any drainage work or the fishery or for the protection of water resources, or for the prevention of flooding or pollution and in the discharge of its environmental and recreational duties.

(5) The Agency shall use its reasonable endeavours to respond to the submission of any plans before the expiration of the period mentioned in sub-paragraph (4)(b).

59. Without prejudice to the generality of paragraph 58, the requirements which the Agency may make under that paragraph include conditions requiring Network Rail 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 any specified work.

60.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the Agency under paragraph 59, shall be constructed—

- (a) within 3 years of the Agency's approval under paragraph 58 or such longer period as the Agency may consent to at the time of the approval or upon an application by Network Rail thereafter (such consent not to be unreasonably withheld);
- (b) in accordance with the plans approved or deemed to have been approved or settled under this Part of this Schedule; and
- (c) to the reasonable satisfaction of the Agency,

and the Agency shall be entitled by its officer to watch and inspect the construction of such works.

(2) Without prejudice to any reasonable requirements of the Agency under paragraph 59 relating to protective works, if any specified work or protective work is not constructed within the period required under sub-paragraph (1)(a), Network Rail may submit to the Agency new plans of the work for further approval and the provisions of this Part of this Schedule shall apply accordingly.

(3) Network Rail shall give to the Agency 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.

(4) If any part of a specified work or any protective work required by the Agency is constructed otherwise than in accordance with the requirements of this Part of this Schedule, the Agency may by notice in writing require Network Rail at Network Rail's own expense to comply with the requirements of this Part of this Schedule or (if Network Rail so elects and the Agency 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 Agency reasonably requires.

(5) Subject to sub-paragraph (6) and paragraph 64, if within a reasonable period, being not less than 28 days from the date when a notice under sub-paragraph (4) is served upon Network Rail, it has failed to begin taking steps to comply with the requirements of the notice and thereafter to make reasonably expeditious progress towards their implementation, the Agency may execute the

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works specified in the notice and any expenditure incurred by it in so doing shall be recoverable from Network Rail.

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

61.—(1) Subject to the provisions of this Part of this Schedule and except to the extent that the Agency or another person is liable to maintain any such work and is not precluded by the exercise of the powers of the Order from so doing, Network Rail 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 within the limits of deviation or on land held by Network Rail 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 drainage work which Network Rail is liable to maintain is not maintained to the reasonable satisfaction of the Agency, the Agency may by notice in writing require Network Rail to repair and restore the work, or any part thereof, or (if Network Rail so elects and the Agency in writing consents, such consent not to be unreasonably withheld), to remove the work and restore the site (including sea defences) to its former condition, to such extent and within such limits as the Agency reasonably requires.

(3) Subject to paragraph 64, 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 Network Rail, Network Rail has failed to begin taking steps to comply with the reasonable requirements of the notice and has not thereafter made reasonably expeditious progress towards their implementation, the Agency may do what is necessary for such compliance and may recover any expenditure reasonably incurred by it in so doing from Network Rail.

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

62. Subject to paragraph 64, 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 Network Rail to the reasonable satisfaction of the Agency and if Network Rail fails to do so, the Agency may make good the same and recover from Network Rail the expense reasonably incurred by it in so doing.

63.—(1) Network Rail shall take all such measures as may be reasonably practicable to prevent any interruption of the free passage of fish in the fishery during the construction of any specified work.

(2) If by reason of—

- (a) the construction of any specified work, or
- (b) the failure of any such work,

damage to the fishery is caused, or the Agency has reason to expect that such damage may be caused, the Agency may serve notice on Network Rail requiring it to take such steps as may be reasonably practicable to make good the damage, or, as the case may be, to protect the fishery against such damage.

(3) Subject to paragraph 64, if within such time as may be reasonably practicable for that purpose after the receipt of written notice from the Agency of any damage or expected damage to a fishery, Network Rail fails to take such steps as are described in sub-paragraph (2), the Agency may take those steps and may recover from Network Rail the expense reasonably incurred by it in doing so.

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

(4) Subject to paragraph 64, in any case where immediate action by the Agency is reasonably required in order to secure that the risk of damage to the fishery is avoided or reduced, the Agency may take such steps as are reasonable for the purpose, and may recover from Network Rail the reasonable cost of so doing provided that notice specifying those steps is served on Network Rail as soon as reasonably practicable after the Agency has taken, or commenced to take, the steps specified in the notice.

64. Nothing in paragraphs 60(5), 61(3), 62, 63(3) and (4) shall authorise the Agency to execute works on or affecting an operational railway forming part of Network Rail's network without the prior consent in writing of Network Rail such consent not to be unreasonably withheld.

65. Network Rail shall indemnify the Agency in respect of all costs, charges and expenses which the Agency 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 Agency under this Part of this Schedule.

66.—(1) Without prejudice to the other provisions of this Part of this Schedule, Network Rail shall indemnify the Agency 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 Agency by reason of—

- (a) any damage to any drainage work so as to impair its efficiency for the purposes of flood defence,
 - (b) any damage to the fishery,
 - (c) any raising or lowering of the water table in land adjoining the authorised works or any sewers, drains and watercourses,
 - (d) any flooding or increased flooding of any such lands, or
 - (e) inadequate water quality in any watercourse or other surface waters or in any groundwater,
- which is caused by the construction of any of the specified works or any act or omission of Network Rail, its contractors, agents or employees whilst engaged upon the work.

(2) The Agency shall give to Network Rail reasonable notice of any such claim or demand and no settlement or compromise thereof shall be made without the agreement of Network Rail which agreement shall not be unreasonably withheld.

67. The fact that any work or thing has been executed or done by Network Rail in accordance with a plan approved or deemed to be approved by the Agency, or to its satisfaction, or in accordance with any directions or award of an arbitrator, shall not relieve Network Rail from any liability under the provisions of this Part of this Schedule.

68. For the purposes of section 5 of the Metropolis Management (Thames River Prevention of Floods) Amendment Act 1879⁽⁴⁷⁾ and Chapter 2 of Part 2 of the Water Resources Act 1991⁽⁴⁸⁾ (abstraction and impounding of water) and section 109 of that Act (as to structures in, over or under watercourses) as applying to the construction of any specified work, any consent or approval given or deemed to be given by the Agency under this Part of this Schedule with respect to such construction shall be deemed also to constitute a licence under that Chapter to obstruct or impede the flow of inland waters at that point by means of impounding works or, as the case may be, a consent or approval under section 109.

69. Any dispute arising between Network Rail and the Agency under this Part of this Schedule shall, if the parties agree, be determined by arbitration under article 51 (arbitration), but shall

⁽⁴⁷⁾ 1879 c.cxcviii.

⁽⁴⁸⁾ 1991 c. 57.

otherwise be determined by the Secretary of State for Environment, Food and Rural Affairs and the Secretary of State for Transport acting jointly on a reference to them by Network Rail or the Agency, after notice in writing by one to the other.

EXPLANATORY NOTE

(This note is not part of the Order)

This Order provides for the construction of railway and other works for the purposes of increasing the operating capacity of Network Rail's railways serving St. Pancras, Farringdon, Blackfriars and London Bridge Stations and improving facilities. The Order also provides for the lengthening of platforms and related works at 61 other stations (most of them outside Central London) to enable the existing Thameslink network to be upgraded and extended.

A copy of the deposited plans and the deposited sections prescribed by rule 7(1)(a), 7(2) and 7(3) of the Transport and Works (Applications and Objections Procedure) Rules 1992 and certified in accordance with article 48 may be inspected at the offices of the Company Secretary to, Network Rail Infrastructure Limited, 40 Melton Street, Euston Square, London NW1 2EE.