



# Edinburgh Airport Rail Link Act 2007

## 2007 asp 16

### PART 3

#### MISCELLANEOUS AND GENERAL

#### **39 Powers of disposal, agreements for operation, etc.**

- (1) In addition to any thing the authorised undertaker may do by virtue of any enactment or rule of law, it shall be competent for the authorised undertaker to enter into, and carry into effect, in connection with the authorised works, any agreement that includes provision for the matters described in subsection (2).
- (2) The matters referred to in subsection (1) are—
  - (a) the transfer to and vesting in another person of all or any of the functions of the authorised undertaker under this Act, including the powers conferred by this section;
  - (b) the disposal of the whole or any part of the undertaking consisting of the authorised works and any land held for the purposes of, or in connection with, those works;
  - (c) the creation of any heritable security, charge or other encumbrance secured on the undertaking.
- (3) Any restrictions, liabilities or obligations to which the authorised undertaker is subject—
  - (a) under this Act; or
  - (b) under any undertaking or commitment given, by or on behalf of **tie** or any other authorised undertaker, at any time, whether before or after the passing of this Act,shall (notwithstanding any enactment or rule of law) be equally binding on any authorised undertaker.
- (4) Within 21 days of the completion of any agreement providing for any matter described in subsection (2)(a), the authorised undertaker making the transfer shall serve notice on the Scottish Ministers stating the name and address of the transferee and the date when the transfer is to take effect.

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*Status: This is the original version (as it was originally enacted).*

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- (5) If an authorised undertaker fails, without reasonable excuse, to comply with the obligation imposed by subsection (4) it shall be guilty of an offence and liable on summary conviction to a fine not exceeding level 3 on the standard scale.
- (6) On the completion of an agreement the effect of which is to—
- (a) vest any of the authorised works in Network Rail; or
  - (b) transfer to Network Rail the powers conferred by this Act relating to any of those works,
- no further agreement concerning the matters described in subsection (2) may be made under this section in relation to the works so vested or the powers so transferred by that first agreement.
- (7) In subsection (1), an agreement entered into in connection with the authorised works includes any agreement—
- (a) with respect to the funding, construction, maintenance and operation of the authorised works and any matter consequential thereon or incidental or ancillary thereto; or
  - (b) which (whether separately or as part of any other agreement) contains such supplementary, incidental, transitional and consequential provisions as the authorised undertaker may consider to be necessary or expedient.
- (8) In this section, unless the context otherwise requires—
- “disposal” includes sale, lease, excambion and charge; and
  - “functions” includes powers, duties and obligations.