



# London Underground Act 1992

## 1992 CHAPTER iii

### PART IV

#### PROTECTIVE PROVISIONS

#### **29 Incorporation of protective provisions**

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

The Act of 1963—

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

The Act of 1975—

section 21 (As to metropolitan roads and road traffic, etc.):

The Act of 1976—

section 13 (For protection of sewers of Thames Water Authority):

The Act of 1981—

section 17 (For protection of British Telecommunications).

- (2) The provisions of paragraph (1) of the said section 42 of the Act of 1963, as so incorporated, shall have effect as if—

- (a) for the definition of “the undertakers” there were substituted the following:—

““the undertakers” means any person authorised to carry on, in the area within which the appropriate authority are by this Act authorised to purchase land or execute works, an undertaking for the supply of gas or water or for the generation, transmission or supply of electricity;”;

- (b) in the definition of “apparatus”—

(i) in sub-paragraph (a) thereof for the words “electric lines or works” there were substituted “electric lines or electrical plant” and for the reference to the Electricity (Supply) Acts 1882 to 1936 there were substituted a reference to Part I of the Electricity Act 1989; and

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- (ii) in the words in parenthesis after the reference to the Public Utilities Street Works Act 1950 there were inserted “or Part III of the New Roads and Street Works Act 1991”.
- (3) The provisions of the said section 21 of the Act of 1975, as so incorporated, shall have effect as if for references—
- (a) to the Act of 1959 there were substituted references to the Act of 1980; and
  - (b) to section 147 of the Act of 1959 there were substituted references to section 172 of the Act of 1980.
- (4) The provisions of the said section 13 of the Act of 1976, as so incorporated, shall have effect as if—
- (a) for reference to the Thames Water Authority there were substituted reference to Thames Water Utilities Limited;
  - (b) for the reference in paragraph (8) thereof to section 7 (Incorporation of provisions of Acts of 1963, 1965, 1969 and 1974 relating to works) of the Act of 1976 there were substituted a reference to section 20 (Incorporation of works provisions) of this Act; and
  - (c) in the definition of “the specified works” in paragraph (1), for the reference to the works authorised by the Act of 1976 there were substituted a reference to the works.
- (5) The provisions of the said section 17 of the Act of 1981, as so incorporated, shall have effect as if—
- (a) paragraph (2) of that section were omitted;
  - (b) for reference to Work No. 2 of the Act of 1981 there were substituted reference to the works; and
  - (c) for reference to British Telecommunications there were substituted a reference to a public telecommunications operator as defined in section 9 (3) of the Telecommunications Act 1984.

### **30 Crown rights**

- (1) Nothing in this Act affects prejudicially any estate, right, power, privilege or exemption of the Crown and in particular and without prejudice to the generality of the foregoing nothing in this Act authorises the appropriate authority to take, use or in any manner interfere with any land or hereditaments or any rights of whatsoever description—
- (a) belonging to Her Majesty in right of Her Crown and under the management of the Crown Estate Commissioners without the consent in writing of those commissioners; or
  - (b) belonging to Her Majesty in right of Her Crown and under the management (pursuant to any statute or otherwise) of the Secretary of State without his consent in writing; or
  - (c) belonging to a government department or held in trust for Her Majesty for the purposes of a government department without the consent in writing of that government department.
- (2) A consent under subsection (1) above may be given unconditionally or subject to such conditions and upon such terms as may be considered necessary or appropriate.

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### **31 For protection of Port of London Authority and users of river Thames**

For the protection of the port authority and users of the river Thames the following provisions shall, unless otherwise agreed in writing between the Company and the port authority, have effect:—

- (1) In this section, except where the context otherwise requires—
- “construction” includes renewal, and works of maintenance, repair or alteration involving any interference with the river Thames or the navigation thereof; and “construct” shall be construed accordingly;
- “jetty” means any of the jetties comprising Works Nos. 13 and 14 and the existing jetty on the land numbered 10 in the London borough of Greenwich on the deposited plans;
- “plans” means outline design and construction drawings and such other specifications and other appropriate documents (including, so far as is reasonably practicable, a programme of the times at which it is intended that significant operations will be carried out) as may be reasonably necessary to give the port authority an understanding of the intentions of the Company in connection with constructional operations which will, or may, have a significant effect on navigation in, or the flow or regime of, the river Thames and such relevant hydraulic information as may be available to the Company and is not in the possession of the port authority; and
- “scouring” includes disturbance or collapse of the foreshore or bed of the river Thames:
- (2) The Company shall not under the powers of this Act acquire compulsorily any part of the bed, banks or foreshore of the river Thames, but they may, subject to paragraph (13) below, in accordance with the provisions of section 22 (Power to acquire subsoil or new rights only in certain cases) of this Act, acquire compulsorily such rights as they require for the purpose of the exercise of their functions under this Act in, on, over or under so much of the river Thames as is within the limits of deviation:
- (3) (a) Not less than 28 days before the start of any part of the construction of a tidal work, the Company shall submit to the port authority plans thereof and such further particulars as may be available to them and as the port authority may reasonably require;
- (b) (i) In carrying out such construction the Company shall comply with all such reasonable modifications and conditions for the protection of traffic in, or the flow or regime of, the river Thames as the port authority may specify;
- (ii) Any such modification or condition shall be notified by the port authority to the Company within 28 days of the receipt by the port authority of the plans or particulars to which the modification or condition relates;
- (c) The port authority may impose upon the Company reasonable conditions with a view to ensuring that—
- (i) nothing shall be done by or on behalf of the Company which impedes the free, uninterrupted and safe flow of passengers to and from the port authority’s jetty at Westminster Pier;
- (ii) dust sheets and other working methods are used so as to prevent so far as practicable any dust or dirt from the relevant works affecting such passengers; and

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- (iii) adequate signing of all alterations and routes for passengers and of any hazards or obstructions for the free movement of passengers are provided:
- (4) (a) Every tidal work shall be constructed and maintained by the Company and, in the case of removal of a jetty or of a temporary work, removed by them to the reasonable satisfaction of the port authority;
- (b) In the construction, maintenance and removal of a tidal work, traffic in the river Thames shall not be interfered with more than may be reasonably necessary:
- (5) (a) Every tidal work, once commenced, shall be proceeded with and completed as soon as reasonably practicable;
- (b) Upon the completion of any part of a tidal work, the Company shall remove as soon as reasonably practicable every temporary work and all materials for a temporary work carried out or placed in, on, over or under the river Thames in connection with that part of the tidal work and shall cause the site thereof to be made good to the reasonable satisfaction of the port authority:
- (6) The Company shall at all reasonable times allow an authorised representative of the port authority to inspect and survey a tidal work and other works which, in the course of construction or maintenance of a tidal work, they construct on lands immediately adjacent to the river Thames, and they shall provide all reasonable facilities therefor:
- (7) Except so far as may be necessary or unavoidable in the construction of a tidal work, the Company shall not, without the consent of the port authority (which shall not be unreasonably withheld), deposit in or allow to fall or be washed into the river Thames any gravel, soil or other material; and they shall not discharge or allow to escape either directly or indirectly into the river Thames any offensive or injurious matter in suspension or otherwise:
- (8) (a) Any pile, stump or other obstruction which becomes exposed in consequence of a tidal work shall be removed from the river Thames by the Company or, if it is not reasonably practicable to remove it, shall be cut off at such level below the bed of the river Thames as the port authority may direct;
- (b) If the Company fail to remove from the river Thames or to cut off any such pile, stump or other obstruction within 28 days after receipt of written notice from the port authority requiring the removal or cutting off, the port authority may carry out the removal or cutting off and recover their costs from the Company:
- (9) (a) This paragraph applies in relation to any siltation or scouring of the river Thames which is wholly or partly caused by a tidal work during the period beginning with the start of the carrying out or construction of that work and ending with the expiration of 10 years after the date on which it is completed;
- (b) If—
- (i) any part of the river Thames becomes subject to siltation or scouring; and
- (ii) such siltation or scouring is siltation or scouring to which this paragraph applies; and
- (iii) for the safety of navigation or in the interests of persons using the river Thames or for the protection of works in the river Thames,

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such siltation or scouring should in the reasonable opinion of the port authority be removed or made good;

the Company shall pay to the port authority (in the manner set out in subparagraph (d) below) any additional expense to which the port authority may reasonably be put in dredging the river Thames to remove the siltation or in making good the scouring, in so far as (in either case) it is attributable to a tidal work;

- (c) The Company shall pay to the port authority the costs reasonably incurred by them which they would not otherwise have incurred in establishing whether siltation or scouring to which this paragraph applies has occurred;
  - (d) The Company shall, on application by the port authority, make to them one or more interim payments on account of any sums required to be paid under subparagraph (b) above, being payments of such amounts and made at such times as are reasonable for meeting the current expenditure of the port authority in removing the siltation or making good the scouring:
- (10) (a) Without prejudice to the provisions of section 18 (Marking of tidal works) of this Act, the Company shall cause to be provided at each jetty or afford reasonable facilities thereat for the port authority to provide such navigational lights, signals, radar or other apparatus for the benefit, control and direction of navigation as the port authority may reasonably consider necessary by reason of the construction and presence of the jetty;
- (b) The Company shall repay to the port authority the costs reasonably incurred by them in connection therewith or in connection with any surveillance, co-ordination and regulation of traffic in the river Thames which becomes reasonably necessary by reason of the construction of a jetty:
- (11) On the completion of each of Works Nos. 2, 3A, 13 and 14 the Company shall supply to the port authority a plan on a scale of not less than 1:2500 and sections and cross-sections on scales of not less than 1:100 showing—
- (a) in the case of each of Works Nos. 2 and 3A the situation and levels thereof where it passes under the river Thames; and
  - (b) in the case of each of Works Nos. 13 and 14 the situation and levels thereof:
- (12) If in the opinion of the port authority it becomes necessary by reason of any river work to alter, remove, resite or reinstate any existing moorings or lay down or remove any new moorings, the Company shall pay the costs so incurred:
- (13) Compensation shall be payable to the port authority in respect of any tidal work and any rights acquired in connection therewith as if the Company had been required to obtain a licence for that work under section 66 (Licensing of works) of the Port of London Act 1968 and to pay consideration therefor determined in accordance with the provisions of section 67 (Consideration for licence) of that Act, and the port authority may recover from the Company the costs incurred by them in connection with the determination of such compensation:
- (14) (a) If a tidal work is abandoned or falls into decay, the port authority may by notice in writing require the Company 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 port authority think proper;
- (b) If a work authorised by this Act and consisting partly of a tidal work and partly of works on or over land above the level of mean high-water springs

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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 cause reasonable apprehension that it may interfere with the right of navigation or other public rights over the foreshore, the port authority may include that part of the work or any portion thereof in any notice under this paragraph;

- (c) If on the expiration of such reasonable period as may be specified in a notice under sub-paragraph (a) above the work specified therein has not been done, the port authority may do that work and any expenditure reasonably incurred by them in so doing shall be recoverable from the Company:

(15) Nothing in this Act shall prevent the port authority from dredging the river Thames in the vicinity of the lands shown on the deposited plans numbered—

- (a) 102 and 103 in the city of Westminster and 1 in the London borough of Lambeth to a depth of 6·00 metres below Ordnance Datum Newlyn;
- (b) 322 and 322A in the London borough of Southwark, 1 and 66 in the London borough of Tower Hamlets and 1 in the London borough of Greenwich to a depth of 10·25 metres below Ordnance Datum Newlyn; and
- (c) 10, 11 and 12 in the London borough of Greenwich and 85 in the London borough of Newham to a depth of 10·25 metres below Ordnance Datum Newlyn insofar as dredging in respect of these lands is limited to that part of the river Thames which lies 125 metres on either side of the London borough boundary line as shown on the deposited plans for these lands;

and, notwithstanding anything in the Port of London Acts and Orders 1968 to 1982, the port authority shall not be liable in the absence of negligence for any damage to a tidal work resulting from such dredging operations or the carrying out by them in the execution of their statutory powers and duties of any operations in the river Thames or any works for its improvement or maintenance:

- (16) (a) Except as provided by this Act, nothing in this Act shall prejudice or derogate from the estates, rights, interests, privileges, liberties or franchises of the port authority or alter or diminish any power, authority or jurisdiction vested in the port authority at the passing of this Act;
- (b) Without prejudice to the generality of sub-paragraph (a) above, the Company shall not carry out any cleansing, scouring, cutting, deepening, widening, dredging or taking up or removal of material from the bed or banks of the river Thames in connection with the works except under and in accordance with a licence granted under section 73 (Licensing of dredging, etc.) of the Port of London Act 1968:

(17) Any difference arising between the Company and the port authority under this section (other than a difference as to its meaning or construction and other than paragraphs (13) and (15) above) shall be referred to and settled by arbitration.

### **32 For protection of National Rivers Authority**

For the protection of the National Rivers Authority (in this section referred to as “the authority”) the following provisions shall, unless otherwise agreed in writing between the Company and the authority, have effect:—

- (1) In this section—

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“construction” includes execution, placing and altering and, in relation to temporary works, includes removal; and “construct” and “constructed” have corresponding meanings;

“drainage work” means any watercourse and includes any land used for providing flood storage capacity for any watercourse and any bank, wall, embankment or other structure or appliance constructed or used for defence against water (including sea water);

“excluded works” means grouting used when required to minimise water flow into a tunnel or other excavation or to stabilise the ground and any works required in an emergency;

“the fishery” means the river Thames and fish in, or migrating to or from, the river and the spawn, spawning grounds 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 Act (other than excluded works) as is in, on, under or over a watercourse or is otherwise likely to—

- (a) affect any drainage work or the volumetric flow rate of water in or flowing to or from any drainage work;
- (b) affect the flow, purity or quality of water in any watercourse;
- (c) cause obstruction to the free passage of fish in any watercourse; or
- (d) affect the conservation, distribution or use of water resources contained in the aquifer in the chalk and Thanet sands; and

“watercourse” has the meaning given in section 72 of the Land Drainage Act 1991:

- (2)
  - (a) Before beginning to construct any specified work, the Company shall submit to the authority plans of the work and such further particulars available to them as the authority may reasonably require;
  - (b) Any such specified work shall not be constructed except in accordance with such plans as may be approved in writing by the authority, or settled by arbitration;
  - (c) Any approval of the authority required under this paragraph—
    - (i) shall not be unreasonably withheld;
    - (ii) shall be deemed to have been given if it is neither given nor refused in writing and with a statement of the grounds for refusal within two months of the submission of plans for approval;
    - (iii) may be given subject to such reasonable requirements as the authority may impose for the protection of any drainage work or the fishery or water resources and for the prevention of flooding and water pollution:
- (3) Without prejudice to the generality of paragraph (2) above, the requirements which the authority may impose under that paragraph include conditions requiring the Company at their 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 and other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary to safeguard any drainage work against damage or 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:

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- (4) Any specified work, and all protective works required by the authority under paragraph (2) above, shall be constructed to the reasonable satisfaction of the authority and the authority shall be entitled by its officer to watch and inspect the construction of such works:
- (5) If by reason of the construction of any specified work the efficiency of any drainage work for flood defence purposes is impaired or that work is damaged, such impairment or damage shall be made good by the Company to the reasonable satisfaction of the authority and, if the Company fail to do so, the authority may make good the same and recover from the Company the expense reasonably incurred by them in so doing:
- (6) The Company shall indemnify the authority in respect of all costs, charges and expenses which the authority may reasonably incur or have to pay or which it may sustain—
- (a) in the examination or approval of plans under this section;
  - (b) in the inspection of the construction of the specified works or any protective works required by the authority under this section:
- (7) (a) Without prejudice to the other provisions of this section the Company shall indemnify the authority from all claims, demands, proceedings, costs, damages, expenses or loss which may be made or taken against, or recovered from or incurred by, the authority by reason of—
- (i) any damage to any drainage work so as to impair its efficiency for the purposes of flood defence; or
  - (ii) any damage to the fishery; or
  - (iii) any raising of the water table in land adjoining the works authorised by this Act or any sewers, drains and watercourses; or
  - (iv) any flooding or increased flooding of any such lands; or
  - (v) inadequate water quality in any watercourse or other surface waters or in groundwater;
- which may be caused by, or result from, the construction of any of the works or any act or omission of the Company, their contractors, agents, workmen or servants whilst engaged upon the works;
- (b) The authority shall give to the Company reasonable notice of any such claim or demand and no settlement or compromise thereof shall be made without the agreement of the Company which agreement shall not be unreasonably withheld:
- (8) The fact that any work or thing has been executed or done in accordance with a plan approved or deemed to be approved by the authority, or to its satisfaction, or in accordance with any directions or award of an arbitrator, shall not relieve the Company from any liability under the provisions of this section:
- (9) For the purposes of section 5 of the Metropolis Management (Thames River Prevention of Floods) Amendment Act 1879 and section 109 of the Water Resources Act 1991 (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 authority under this section with respect to such construction shall be deemed also to constitute a consent or approval under those sections:
- (10) Except as otherwise provided by this Act, nothing in this Act shall prejudice or affect in their application to the authority the powers, rights, jurisdictions and obligations conferred, arising or imposed under the Land Drainage Act 1991, the Salmon and



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Freshwater Fisheries Act 1975, the Water Resources Act 1991 or any other enactment, byelaw or regulation relating to the authority:

- (11) (a) Any difference arising between the Company and the authority under paragraph (2) above shall be settled by the Minister of Agriculture, Fisheries and Food and the Secretary of State acting jointly on a reference to them by the Company or authority after notice by one to the other;
- (b) Subject to sub-paragraph (a) above, any difference arising between the Company and the authority under this section (other than a difference as to its meaning or construction) shall be referred to and settled by arbitration.

### **33 For protection of British Railways Board**

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

- (1) In this section—

“construction” includes reconstruction and where the context so admits, includes maintenance and repair of the specified works;

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

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

“railway property” means any railway of the railways board, and any works, apparatus and equipment connected therewith for the maintenance or operation of which the railways board are responsible when the relevant specified works are begun and includes any lands held or used by the railways board for the purposes of such railway or works; and

“the specified works” means so much of the works as may be situated within 15 metres of railway property (measured in any direction) or may in any way affect railway property:

- (2) The Company shall not under the powers of this Act without the consent of the railways board acquire or enter upon, take or use, whether temporarily or permanently, or acquire any new rights in or subsoil of, any of the lands of the railways board defined as the affected properties in section 14 (Agreements with British Railways Board) of this Act:

Provided that this paragraph shall not prevent the Company acquiring the interest of any person other than the railways board required for the purposes of the works:

- (3) The exercise by the Company against the railways board of the powers of—
- (a) section 15 (Power to make trial holes) of the Act of 1963, as incorporated by section 20 (Incorporation of works provisions) of this Act; and
- (b) section 21 (Power to enter for survey or valuation) of the Act of 1963, as incorporated by section 28 (Incorporation of lands provisions) of this Act;
- shall be confined to lands which the Company are empowered to acquire compulsorily under section 21 (Power to acquire lands) of this Act:

- (4) The Company shall, before commencing the construction of the specified works, furnish to the railways board such proper and sufficient plans thereof as may reasonably be required for the reasonable approval of the engineer and shall not

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commence the specified works until plans thereof have been approved in writing by the engineer or settled by arbitration:

Provided that, if within 56 days after such plans have been furnished to the railways board the engineer has not notified his disapproval thereof and the grounds of his disapproval, he shall be deemed to have approved the plans as submitted:

- (5) If within 56 days after such plans have been furnished to the railways board the railways board give notice to the Company that the railways board desire themselves to construct any part of the specified works, which in the opinion of the engineer will or may affect the stability of railway property and the safe operation of the railways of the railways board, then, if the Company desire such part of the specified works to be constructed, the railways board shall construct it with all reasonable dispatch on behalf of, and to the reasonable satisfaction of, the Company in accordance with the plans approved or deemed to be approved or settled as aforesaid:
- (6) Upon signifying his approval or disapproval of the plans the engineer may specify any protective works, whether temporary or permanent, which in his opinion should be carried out before the commencement of the construction of the specified works to ensure the stability of railway property, the continuation of safe and effective operation of the railways of the railways board, including any relocation of works, apparatus and equipment necessitated by the specified works and the comfort and safety of passengers using either the Waterloo or the London Bridge station of the railways board or stations on the North London Line, and such protective works as may be reasonably necessary for those purposes shall be constructed by the railways board with all reasonable dispatch or, if the railways board so desire, such protective works shall be carried out by the Company at their own expense, and the Company shall not commence the construction of the specified works until the engineer has notified the Company that the protective works have been satisfactorily completed:
- (7) The Company shall give to the engineer not less than 56 days' notice of their intention to commence the construction of any of the specified works and also, except in emergency (when they shall give such notice as may be reasonably practicable), of their intention to carry out any works for the repair or maintenance of the specified works in so far as such works of repair or maintenance affect or interfere with railway property:
- (8) The construction of the specified works and of any protective works carried out by the Company by virtue of the provisions of paragraph (6) above shall, when commenced, be carried out with all reasonable dispatch in accordance with the plans approved or deemed to be approved or settled as aforesaid and under the supervision (if given), and to the reasonable satisfaction, of the engineer, and in such manner as to cause as little damage as may be to railway property and as little interference as may be with the conduct of traffic on the railways of the railways board and the use by passengers of railway property and, if any damage to railway property or any such interference is caused by the carrying out of the specified works, the Company shall, notwithstanding any such approval as aforesaid, make good such damage and shall pay to the railways board all reasonable expenses to which they may be put and compensation for any loss which they may sustain by reason of any such damage or interference:

Provided that nothing in this paragraph shall impose any liability on the Company with respect to any damage, cost, expense or loss which is attributable to the act, neglect or default of the railways board or their servants or agents:

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- (9) Without prejudice to the generality of paragraphs (6) and (8) above the railways board may, in approving the plans of or in supervising the carrying out of the specified works or of any protective works carried out by the Company by virtue of the provisions of paragraph (6) above, impose reasonable conditions with a view to ensuring that—
- (a) nothing shall be done by or on behalf of the Company which impedes the free, uninterrupted and safe flow of passengers to and from the Waterloo or London Bridge station of the railways board and stations on the North London Line;
  - (b) dust sheets and other works and working methods are used so as to prevent so far as practicable any dust or dirt from the relevant works affecting such passengers; and
  - (c) adequate signing of all alterations of routes for passengers and of any hazards or obstructions to the free movement of passengers is provided:
- (10) The Company shall at all times afford reasonable facilities to the engineer for access to the specified works during their construction and shall supply him with all such information as he may reasonably require with regard to the specified works or the method of construction thereof:
- (11) During the construction of any works by the railways board under this section the railways board shall at all times afford reasonable facilities to the Company and their agents for access to those works, and shall supply the Company with such information as they may reasonably require with regard to such works or the method of construction thereof:
- (12) If any alterations or additions either permanent or temporary, to railway property are reasonably necessary during the construction of the specified works, or during a period of 12 months after the completion thereof, by reason of the construction of the specified works, such alterations and additions may be carried out by the railways board and if the railways board give to the Company reasonable notice of their intention to carry out such alterations or additions, the Company shall pay to the railways board 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 railways board in maintaining, working and, when necessary, renewing any such alterations or additions:
- Provided that, if the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions, a capitalised sum representing such saving shall be set off against any sum payable by the Company to the railways board under this section:
- (13) The Company shall repay to the railways board all costs, charges and expenses reasonably incurred by the railways board—
- (a) in constructing any part of the specified works on behalf of the Company as provided by paragraph (5) above or in constructing any protective works under the provisions of paragraph (6) above, including, in respect of any permanent protective works, a capitalised sum representing the costs which may be expected to be reasonably incurred by the railways board in maintaining and renewing such works;
  - (b) in respect of the employment of any inspectors, signalmen, watchmen and other persons whom it is reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of the specified works;

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- (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 of the construction or failure of the specified works, or from the substitution or diversion of services which may be reasonably necessary for the same reason;
  - (d) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason of the construction or failure of the specified works;
  - (e) in respect of the supervision by the engineer of the construction of the specified works:
- (14) The Company shall be responsible for, and make good to the railways board, all costs, charges, damages and expenses not otherwise provided for in this section which may be occasioned to, or reasonably incurred by, the railways board—
- (a) by reason of the construction of the specified works or the failure thereof; or
  - (b) by reason of any act or omission of the Company or of any person in their employ, or of their contractors or others whilst engaged upon the construction of the specified works;

and the Company shall indemnify the railways board from and against all claims and demands arising out of or in connection with the construction of the specified works or any such failure, act or omission as aforesaid, and the fact that any act or thing may have been done in accordance with the plans approved by the engineer or 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 railways board, or of any person in their employ, or of their contractors or agents) excuse the Company from any liability under the provisions of this section:

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

- (15) Any difference arising between the Company and the railways board under this section (other than a difference as to the meaning or construction of this section) shall be referred to and settled by arbitration.

### **34 For protection of Royal Commission on the Historical Monuments of England**

For the protection of the Royal Commission on the Historical Monuments of England (hereinafter referred to as “the Commission”) the following provisions shall, unless otherwise agreed in writing between the Company and the Commission, have effect:—

- (1) In this section “listed building” has the same meaning as in section 1 (5) of the Planning (Listed Buildings and Conservation Areas) Act 1990:
- (2) The Company shall give to the Commission not less than 56 days' notice in writing of their intention to commence the alteration or demolition of any listed building under the powers of this Act:
- (3) For a period of not less than 56 days following the giving of notice to the Commission, and before commencing the alteration or demolition of the listed building to which the notice relates, the Company shall, at all reasonable times, afford access to the building to members and officers of the Commission for the purpose of recording it.

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

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### **35 Ecclesiastical property**

- (1) Where, under any of the provisions of this Act, a notice is required to be served on an owner of land and the land is ecclesiastical property, a like notice shall be served on the Church Commissioners.
- (2) Where any ecclesiastical property is to be acquired compulsorily under the powers of this Act and the benefice in question is vacant, then the fee simple of such property shall for the purposes of the acquisition be treated as being vested in the Church Commissioners.
- (3) Any moneys agreed or awarded upon any acquisition under the powers of this Act of ecclesiastical property shall not be paid as directed by the Lands Clauses Acts but shall be paid to the Church Commissioners and shall be applied by them as follows:—
  - (a) in defraying a fair proportion of the costs, charges and expenses incurred by them, the bishop of the diocese in which the property is situated, the Diocesan Board of Finance or an incumbent of an ecclesiastical benefice in opposing the Bill for this Act;
  - (b) in defraying any expenses incurred by any of the persons referred to in paragraph (a) above in relation to any such acquisition by the appropriate authority and not reimbursed by the appropriate authority;
  - (c) as to any remaining balance and as to both capital and income, for purposes for which the proceeds of a sale by agreement of the land would be applicable under any enactment or measure authorising such a sale or the disposal of the proceeds of such a sale.
- (4) In this section “ecclesiastical property” means land belonging to an ecclesiastical benefice or being or forming part of a church or churchyard subject to the jurisdiction of a bishop of any diocese or the site of such a church or being or forming part of a burial ground subject to such jurisdiction or being diocesan glebe land within the meaning of the Endowments and Glebe Measure 1976.

### **36 For protection of London Residuary Body**

For the protection of the London Residuary Body the following provisions shall have effect:—

- (1) In this section—
  - “Jubilee Gardens” means so much of the lands adjoining the river Thames and known as Jubilee Gardens as is shown as part of the land numbered 6 in the London borough of Lambeth on the deposited plans and shown edged green on the signed plan;
  - “the London Residuary Body” means the London Residuary Body established under the provisions of section 57 of the Local Government Act 1985 and includes its successors in title;
  - “the Queen’s Walk” means so much of the embankment walkway of the river Thames as is shown as part of the land numbered 6 in the London borough of Lambeth on the deposited plans and shown edged blue on the signed plan;
  - “the riverside building” means the building situated on the land shown edged yellow on the signed plan; and

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“the signed plan” means the plan of which five copies were signed by Sir Michael Neubert, the chairman of the committee of the House of Commons to whom the Bill for this Act was referred and deposited respectively—

- (a) in the office of the Clerk of the Parliaments, House of Lords;
  - (b) in the Private Bill Office of the House of Commons;
  - (c) at the registered office of the Company;
  - (d) at the registered office of the Corporation; and
  - (e) with the proper officer of the council of the London borough of Lambeth:
- (2) If at any time the property in, or in any part of, Jubilee Gardens, the Queen’s Walk or the riverside building has been transferred from the London Residuary Body to any other person, the expression “successors in title” shall, in relation thereto, mean the owner for the time being:
  - (3) Notwithstanding the provisions of section 26 (Temporary possession of land) of this Act the Company shall not enter upon or take possession of that part of Jubilee Gardens hatched black on the signed plan:
  - (4) In exercising the powers conferred upon them by this Act the Company shall keep to a minimum the extent and period of their possession and use of the remaining part of Jubilee Gardens and shall not in any event, without the consent of the London Residuary Body (such consent not to be unreasonably withheld), remain in possession of Jubilee Gardens for longer than 54 months:
  - (5) Before entering upon and taking possession temporarily of Jubilee Gardens the Company shall at their own expense remove all structures thereon (including all architectural, aesthetic and recreational features) to such alternative location as the London Residuary Body may reasonably require and shall before relinquishing possession of Jubilee Gardens at their own expense ensure that the same items are returned to Jubilee Gardens and reinstated to the London Residuary Body’s reasonable satisfaction:
  - (6) The Company’s reinstatement of Jubilee Gardens shall be carried out to a similar standard to that existing prior to their possession of it subject to the London Residuary Body’s specification and their reasonable direction and approval:
  - (7) Notwithstanding the provisions of section 26 (Temporary possession of land) of this Act, the Company shall not enter upon or take possession of any part of the Queen’s Walk except so much of the airspace over the Queen’s Walk as may be required for the provision of an overhead conveyor:
  - (8) Any difference arising between the Company and the London Residuary Body under this section (other than a difference as to the meaning or construction of this section) shall be referred to and settled by arbitration.