



# London Underground (Safety Measures) Act 1991

1991 CHAPTER xviii

## PART IV

### PROTECTIVE PROVISIONS

#### 25 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 (No. 2) Act of 1971—
    - section 22 (For protection of Port Authority and river users); and
    - section 23 (Lights and day marks on river works):
  - 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 Company 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 sub-paragraph (a) of the definition of “apparatus” for the words “electric lines or works” there were substituted “electric lines or electrical plant” and

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for the reference to the Electricity (Supply) Acts 1882 to 1936 there were substituted a reference to the Electricity Act 1989.

- (3) The provisions of the said section 22 of the (No. 2) Act of 1971, as so incorporated, shall have effect as if—
- (a) in subsection (2) (a) thereof, for the words from “and a river work” onwards there were substituted the words “and section 76 (Works to be approved by Board of Trade) of the Port of London Act 1968, except paragraph (b) of subsection (1) thereof, shall apply in relation to a river work as if it were, or were to be, a work placed or constructed on the bed of the river under the direction or licence of the port authority”;
  - (b) in subsection (3) (b) thereof, the words “of the chief engineer” were omitted;
  - (c) in subsection (5) thereof, for the words “under the hand of their secretary” there were substituted the words “(which shall not be unreasonably withheld)”;
  - (d) in subsection (12) thereof—
    - (i) for the words “1 inch to 208·33 feet” there were substituted the words “1:2500”;
    - (ii) for the words “one-eighth of an inch to 1 foot” there were substituted the words “1:100”;
    - (iii) for the reference to Work No. 1 authorised by the (No. 2) Act of 1971 there were substituted a reference to Work No. 1 (Works at London Bridge); and
    - (iv) the words “and also of Works Nos. 2 and 3 where they pass under the Surrey Canal” were omitted.
- (4) The provisions of the said section 23 of the (No. 2) Act of 1971, as so incorporated, shall have effect as if in subsection (2) thereof for the words “one hundred pounds” there were substituted the words “the statutory maximum”.
- (5) The provisions of the said section 13 of the Act of 1976, as so incorporated, shall have effect as if—
- (a) for reference to 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 15 (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.
- (6) 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 any reference to Work No. 2 of the Act of 1981 there were substituted a reference to the works; and
  - (c) for any 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.

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## 26 For protection of British Railways Board

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

(1) In this section—

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

“designated property” means any railways of the railways board and any works connected therewith for the maintenance or operation of which the railways board are responsible and includes any lands, premises, arches, cellars or vaults held or used by the railways board for the purposes of such railways or works;

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

“plans” includes sections, drawings and particulars and “approved plans” means plans approved or deemed to be approved or settled by arbitration in accordance with the provisions of this section; and

“the specified works” means so much of the Company’s works as may be situated within 15 metres of, or may in any way affect, designated property and includes the construction, reconstruction and maintenance of the Company’s works:

(2) The Company shall, before commencing the specified works, furnish to the railways board proper and sufficient plans thereof for the approval of the engineer, whose approval shall not be unreasonably withheld, and shall not 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 shall not have intimated his disapproval thereof and the grounds of his disapproval, he shall be deemed to have approved the same:

(3) If within 56 days after such plans have been furnished to the railways board the railways board shall 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 designated property or 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 approved plans:

(4) 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 specified works to ensure the safety or stability of designated property and such protective works as may be reasonably necessary for those purposes shall be constructed with all reasonable dispatch and the Company shall not commence the construction of the specified works until the engineer shall have notified the Company that the protective works have been completed:

(5) The Company shall give to the engineer not less than 28 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

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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 designated property:

- (6) The specified works shall when commenced be carried out—
- (a) with all reasonable dispatch in accordance with approved plans;
  - (b) under the supervision (if given) and to the reasonable satisfaction of the engineer; and
  - (c) in such manner as to cause—
    - (i) as little damage to designated property as may be; and
    - (ii) as little interference as may be with the conduct of traffic on any railway of the railways board and the use by passengers of designated property;

and, if any damage to designated property or any such interference shall be caused by the carrying out of the specified works, the Company shall, notwithstanding any such approval as aforesaid, make good such damage and shall on demand 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, costs, expenses or loss which is attributable to the act, neglect or default of the railways board or their servants, contractors or agents:

- (7) 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:
- (8) The railways board shall at all times afford reasonable facilities to the Company and their agents for access to any works carried out by the railways board under this section during their construction and shall supply the Company with such information as they may reasonably require with regard to such works or the method of construction thereof:
- (9) If any alterations or additions, either permanent or temporary, to designated 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 effected by the railways board after not less than 28 days' notice in writing (except in case of emergency) has been given to the Company and the Company shall pay to the railways board on demand the cost thereof as certified by the engineer:
- (10) 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 (3) above or in constructing any protective works under the provisions of paragraph (4) above;
  - (b) in respect of the employment of any inspectors, signalmen, watchmen and other persons whom it shall be reasonably necessary to appoint for inspecting, watching, lighting and signalling any railway of the railways board and for preventing, as far as may be reasonably practicable, interference, obstruction,

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- danger or accident arising from the construction or failure of the specified works;
- (c) in respect of any special traffic working resulting from any speed restrictions which may, in the opinion of the engineer, require to be imposed and which may be due to the construction or failure of the specified works or from the substitution, suspension or diversion of railway services of the railways board which may be necessary for the same reason;
  - (d) in respect of any additional temporary lighting of designated property in the vicinity of the specified works, being lighting made reasonably necessary during and by reason of the construction or failure of the specified works; and
  - (e) in respect of the supervision by the engineer of the specified works:
- (11) 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 specified works or the failure thereof; and
  - (b) by reason of any act or omission of the Company or of any persons in their employ or of their contractors or others whilst engaged upon the construction of the specified works;

and the Company shall effectively indemnify and hold harmless 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 by the railways board on behalf of the Company, or in accordance with approved plans, 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 whilst engaged upon the construction of the specified works) 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 prior consent of the Company:

- (12) Any differences between the railways board and the Company under this section shall be referred to and settled by arbitration.

## **27 For protection of Post Office**

For the protection of the Post Office the following provisions shall, unless otherwise agreed in writing between the Company and the Post Office, apply and have effect:—

- (1) In this section—

“completion” means the date upon which all civil engineering works associated with the specified works are completed;

“the engineer” means an engineer appointed by the Post Office at the expense of the Company;

“plans” includes sections, drawings, specifications, calculations and descriptions of methods of construction as the case may be;

“Post Office property” means any part of the Post Office railway or any works of the Post Office connected therewith;

“the Post Office railway” means the railway of the Post Office authorised by the Post Office (London) Railway Act 1913;

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“the specified works” means so much of the works as may be situated, within 15 metres (measured in any direction) of, or may in any way affect Post Office property, and includes the construction, reconstruction and maintenance of such works:

- (2) Before commencing construction of the specified works the Company shall at their own expense in consultation with the engineer prepare a schedule of defects existing in Post Office property and shall submit such schedule to the engineer for his approval such approval not to be unreasonably withheld or delayed; and a similar schedule shall be prepared by and at the expense of the Company in consultation with the engineer and at his request upon the completion of the specified works:
- (3) Notwithstanding anything in this Act or shown on the deposited plans or contained in the deposited book of reference the Company shall not take or use either permanently or temporarily any Post Office property:
- (4) The Company shall not at any time enter upon Post Office property without first obtaining the written consent of the engineer, except in cases of emergency when the Company shall give such notice as may be reasonably practicable, which consent shall not be unreasonably withheld or delayed and may be subject to such forms and conditions as the engineer may reasonably require:
- (5) The Company shall, before commencing the specified works, or any works under paragraph (9) of this section, furnish to the Post Office plans thereof for the approval of the engineer, such approval not to be unreasonably withheld or delayed and shall not commence any of such works until such plans have been approved by the engineer or settled by arbitration:

Provided that, if within 56 days after such plans have been furnished to the Post Office the engineer shall not have intimated his disapproval thereof and the grounds of his disapproval, he shall be deemed to have approved the same:

- (6) The Company shall comply with and conform to all reasonable orders, directions and regulations of the Post Office in the construction of the specified works:
- (7) The specified works shall be carried out only in accordance with such plans as may be approved or deemed to be approved or settled under paragraph (5) of this section, subject however to any modification of those plans from time to time agreed upon between the Company and the engineer, and to the reasonable satisfaction of the engineer who shall be given not less than 28 days' notice of the date and time on and at which the specified works, as so approved, are to be commenced:
- (8) The Company shall at all times maintain the specified works in substantial repair and good order and condition and if and whenever the Company fail so to do the Post Office may, after giving not less than 28 days' notice in writing to the Company, (and at any time in case of emergency without being required to give notice as aforesaid), make and do all such works and things either on Post Office property or on the new ticket halls as may be reasonably requisite for the protection thereof; and the expense reasonably incurred by the Post Office in so doing shall be repaid by the Company to the Post Office:
- (9) If it appears to the engineer either before or during the construction, or within two years after the completion of the specified works, that any further or other works or appliances or measures of precaution are reasonably required either by way of addition to Post Office property or in connection with or in relation to the method of construction of the specified works so as to prevent subsidence or injury happening

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to Post Office property owing to or in consequence of the execution of the specified works, the Company shall on receipt of written notice from the engineer requiring them so to do make and carry out at their own expense and in accordance with plans approved or deemed to have been approved or settled under paragraph (5) of this section such further works or take such measures of precaution (including the use of compressed air or the temporary cessation of the construction of the specified works or the carrying on of the construction of the specified works without cessation) as the engineer shall reasonably require:

- (10) If, during and by the construction of the specified works, Post Office property shall be injured or damaged, the Post Office may forthwith make good such injury or damage and execute such protective works as the engineer shall consider reasonably necessary for ensuring the safety of Post Office property and the expense reasonably incurred by the Post Office in so doing shall be repaid by the Company to the Post Office:
- (11) The Company shall not in making, maintaining, altering or renewing specified works in any manner obstruct, hinder or interfere with the free, uninterrupted and safe user of Post Office property:
- (12) The Company shall at all times afford facilities to the engineer to enter upon and inspect the specified works during their construction and shall supply to the engineer such information as he may reasonably require with regard thereto or to the method of construction thereof:
- (13) The Company shall, in connection with the construction of the specified works, bear and on demand pay to the Post Office the reasonable expense of the employment by the Post Office of a reasonable number of surveyors, inspectors and watchmen, to be appointed by it, for surveying, inspecting and watching Post Office property for preventing as far as may be all interference, obstruction, danger or accident from any of the operations of the Company or from the acts or defaults of their agents, contractors or employees:
- (14) The Company shall be responsible for and make good to the Post Office all costs, losses, damages, charges and expenses which may be occasioned to the Post Office, to Post Office property or to the traffic on the Post Office railway or otherwise—
  - (a) by the construction or failure of the specified works; or
  - (b) by any act or omission of the Company, their agents, contractors or employees whilst engaged upon the specified works;

and the Company shall effectually indemnify and hold harmless the Post Office from all claims and demands upon or against it by reason of such construction or failure or of any such act or omission:

Provided that the Post Office 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) The Company shall from time to time repay to the Post Office any additional expense which the Post Office may reasonably incur as a result of any interruption to user of Post Office property, or in maintaining Post Office property by reason or in consequence of the construction of the specified works:
- (16) The Company shall so construct and maintain their electric circuits and other works of all descriptions and shall so work the specified works as to prevent any interruption to, or any injurious interference by induction or otherwise with, the electric circuits

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from time to time used or to be used on the Post Office railway or with the currents in such circuits:

Provided that at the expiration of two years from the completion of the specified works the provisions of this section shall not operate to give any right to claim in respect of injurious interference with any electric wires, lines or apparatus used for working the Post Office railway or the currents therein unless in the construction, erection, maintaining and working of such wires, lines and apparatus all reasonable and proper precautions have been taken by the Post Office to prevent injurious interference therewith and with the currents therein by or from other electric currents:

- (17) Any differences arising under paragraphs (2), (4), (5), (6), (7), (9), (10), (12), (13) or (16) of this section between the Company and the Post Office or between the Company and the engineer shall be referred to and settled by arbitration.

## **28 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, apply and 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.