



London Underground (Safety Measures) Act 1991

1991 CHAPTER xviii

PART V

MISCELLANEOUS

29 Agreements with British Railways Board

(1) In this section—

“the designated lands” means so much of the lands of the railways board as are situated within the limits of deviation; and

“the specified works” means so much of Works Nos. 1 to 8 (Works at London Bridge) as is to be constructed on the designated lands.

(2) Subject as may be otherwise agreed in writing between the Company and the railways board, any works of alteration or adaptation of property of the railways board which may be necessary in order to construct the specified works and thereafter the use, maintenance, repair and renewal of such property and of the specified works shall be regulated and carried out by the Company or the railways board, or by the Company and the railways board jointly, in accordance with such terms and conditions as may be agreed in writing between the Company and the railways board and any such agreement may relate to the whole or part of the specified works 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 of such maintenance, repair and renewal by the Company or by the railways board, or by the Company and the railways board jointly;
- (b) for the exercise by the railways board or by the Company, or by the railways board and the Company jointly, of all or any of the powers and rights of the railways board or the Company (as the case may be) in respect of any part of the designated lands or the specified works under any enactment or contract.

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- (3) The exercise by the Company or by the railways board, or by the Company and the railways board jointly, of any powers and rights under any enactment or contract pursuant to any such agreement as is authorised by subsection (2) above shall be subject to all statutory and contractual provisions relating thereto as would apply if such powers and rights were exercised by the Company or the railways board (as the case may be) alone, and accordingly such provision shall, with any necessary modifications, apply to the exercise of such powers and rights by the Company or by the railways board, or by the Company and the railways board jointly, as the case may be.
- (4) The Company and the railways board may enter into and carry into effect agreements for the transfer to the Company, or the Company and the railways board jointly, of any part of the designated lands.
- (5) Any difference between the Company and the railways board under this section (other than a difference as to its meaning and construction) shall be referred to and settled by arbitration.

30 As to pipe subways

- (1) In this section—
 - (a) “the apparatus” means the apparatus mentioned in paragraph (b) below;
 - (b) “appropriate undertaker” means a person who has apparatus in the pipe subways;
 - (c) “pipe subways” means so much of the pipe subways beneath Southampton Row, High Holborn, Kingsway and Charing Cross Road in the London borough of Camden marked on the deposited plans “Pipe Subway” as lies within the limits of deviation;
 - (d) “the specified works” means Works Nos. 1 to 7 (Works at Holborn) and Works Nos. 1 to 6 (Works at Tottenham Court Road).
- (2) The Company may, for the purposes of the specified works, remove the apparatus from the pipe subways and reposition the apparatus in such reasonable alternative positions as shall be agreed with the appropriate undertaker.
- (3) After such removal and repositioning as is provided in subsection (2) above the Company may dismantle the pipe subways having first completed such works as are reasonably necessary to secure the continued use of the remainder of the pipe subways and may exercise the powers conferred by subsection (2) of section 16 (Power to acquire lands) of this Act in relation to the lands in which the pipe subways are situate.
- (4) Any difference between the Company and the appropriate undertaker shall be referred to and settled by arbitration.

31 Use of part of disused Kingsway tram subway

- (1) In this section—
 - “the specified works” means Works Nos. 1 to 7 (Works at Holborn);
 - “the subway” means so much of the disused tram subway and the approach thereto situated beneath Southampton Row, High Holborn and Kingsway in the London borough of Camden as lies between the points marked ‘A’ and ‘D’ on the deposited plans.

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- (2) For the purpose of constructing the specified works the following provisions shall have effect—
- (a) the Company may—
 - (i) remove so much of the subway as lies between the points marked ‘A’ and ‘B’ on the deposited plans; and
 - (ii) open, break up and interfere with so much of the eastern wall floor and roof of the subway as lies between the points marked ‘B’ and ‘C’ on the said plans;
 - (b) the Company may enter upon and take possession temporarily of so much of the subway as lies between the points marked ‘C’ and ‘D’ on the deposited plans and may remove any apparatus therein and may construct such temporary works and structures and install such apparatus as the Company may deem necessary for the purposes of the specified works;
 - (c) the Company may remain in possession of that part of the subway referred to in paragraph (b) above until completion of the specified works.
- (3) Upon completion of the specified works the Company shall remove all their temporary works, structures and apparatus and deliver up that part of the subway which lies between the points marked ‘C’ and ‘D’ on the deposited plans in the same condition as it was before entry thereon by the Company or as near thereto as is reasonably practicable.
- (4) The Company may for the purposes of the specified works acquire, enter upon and use so much of the subway as lies between the points marked ‘A’ and ‘C’ on the deposited plans without making any payment therefor and as from the date of such entry any powers vested in a person by virtue of any enactment or rule of law to maintain, use or interfere with the subway in any respect shall cease to have effect.

32 Planning permission

- (1) In this section “Part 11 development” means development permitted by article 3 of, and Class A in Part 11 of Schedule 2 to, the Town and Country Planning General Development Order 1988 (which permits development authorised by private Act designating specifically both the nature of the development thereby authorised and the land on which it may be carried out).
- (2) Subject to the provisions of subsection (3) below, in its application to development authorised by this Act, the planning permission granted for Part 11 development shall have effect as if the authority to develop given by this Act were limited to development begun within 10 years after the passing of this Act.
- (3) Subsection (2) above shall not apply to the carrying out of any development consisting of the alteration, maintenance or repair of works authorised by this Act or the substitution of new works therefor.

33 Listed building provisions, etc., not to apply to works

- (1) The provisions of this Act authorising the carrying out of the works (“the works powers”) shall have effect notwithstanding—
- (a) the provisions of the Planning (Listed Buildings and Conservation Areas) Act 1990; and

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(b) the provisions of the enactments relating to historic buildings and ancient monuments;

and section 42 of the Local Government (Miscellaneous Provisions) Act 1976 (certain local Acts, etc., to be subject to the planning enactments, etc., except as otherwise provided) shall not apply to the extent that it would make the works powers subject to those provisions:

Provided that nothing in paragraph (a) above shall apply in relation to—

- (i) works for the demolition of any relevant building other than one specified in Part I of Schedule 6 to this Act; or
 - (ii) works for the permanent alteration or extension of any relevant building, other than one specified in Part I or Part II of that Schedule, so as to affect its character as a building of special architectural or historic interest.
- (2) Paragraph (a) of subsection (1) above shall only apply in relation to works for the permanent alteration or extension of a building specified in column (1) of Part II of Schedule 6 to this Act which affect its character as a building of special architectural or historic interest if the works are carried out for the purpose specified in relation to that building in column (2) of that Part.
- (3) In this section “relevant building” means a building which was, on 1st December 1990, a listed building or in a conservation area; and expressions used in this section and in the Planning (Listed Buildings and Conservation Areas) Act 1990 have the same meaning in this section as in that Act.

34 Arbitration

Where under this Act any difference (other than a difference to which the provisions of the Lands Clauses Acts, as applied by this Act, apply) is to be referred to or settled by arbitration, then, unless otherwise provided, such difference 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.

35 Costs of Act

All costs, charges and expenses of and incident to the preparing for, obtaining and passing of this Act, or otherwise in relation thereto, shall be paid by the Company and may in whole or in part be defrayed out of revenue.