



London Underground (Safety Measures) Act 1991

1991 CHAPTER xviii

PART IV

PROTECTIVE PROVISIONS

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;

“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

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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 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:

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- (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 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

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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.