

London Underground Act 1992

1992 CHAPTER iii

PART II

WORKS, ETC.

15 Agreements with landowners

- (1) In this section—
 - "the affected properties" means the land shown numbered 7, 7A, 8, 44 and 45 in the London borough of Tower Hamlets on the deposited plans;
 - "the specified works" means so much of Work No. 3A as will be constructed under or near the affected properties, together with all necessary works and conveniences connected therewith; and

"the landowners" means the owners, lessees and occupiers of the affected properties.

- (2) Any work of construction, alteration or adaptation of property of the landowners 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 carried out and regulated by the Company or the landowners, or jointly by both of them, in accordance with such terms and conditions as may be agreed in writing between the Company and the landowners.
- (3) (a) Any agreement made under this section may relate to the whole or part of the affected properties 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—
 - (i) with respect to the defraying of, or the making of contributions towards, the cost of such works of alteration or adaptation or the costs of such maintenance, repair and renewal as are referred to in subsection (2) above by the Company or the landowners or by the Company and the landowners jointly; and
 - (ii) for the exercise by the Company, or by the landowners or by the Company and the landowners jointly, of all or any of the powers and

rights of the Company or the landowners (as the case may be) in respect of any part of the specified works under any enactment or contract.

(b) The exercise by the Company or the landowners or by the Company and the landowners jointly, of any powers and rights under any enactment or contract pursuant to any such agreement as is authorised by paragraph (a) 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 landowners (as the case may be) alone, and accordingly such provisions shall with any necessary modifications, apply to the exercise of such powers and rights by the Company or the landowners, or by the Company and the landowners jointly, as the case may be.