14 Agreements with British Railways Board

(1) In this section—

“the affected properties” means the Greenwich and Lewisham stations of the railways board, and any viaduct or part of a viaduct carrying train services operated by the railways board including the subsoil beneath those stations and viaducts; and

“the specified works” means so much of Work No. 1 as will be constructed under, on or over the affected properties.

(2) Any work 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 carried out and regulated by the Company or the railways board, or jointly by both of them, in accordance with such terms and conditions as may be agreed in writing between the Company and the railways board.

(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 by the railways board, or by the Company and railways board jointly; and
(ii) 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 and the Company (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 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 paragraph (a) above shall be subject to all statutory and contractual provisions relating thereto which 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 provisions shall, with any necessary modifications, apply to the exercise of such powers and rights by the Company or 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 affected properties.

(5) In constructing Work No. 1 at Greenwich station the Company may, on such terms as may be agreed with the railways board, reconstruct Greenwich station and realign the existing railway tracks at that station in such position and on such terms as are agreed between the Company and the railways board.

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