
STATUTORY INSTRUMENTS

2003 No. 3364

**The Alconbury Airfield (Rail Facilities and
Connection to East Coast Main Line) Order 2003**

PART 4

MISCELLANEOUS AND GENERAL

Agreements with Network Rail

31.—(1) The undertaker and Network Rail may enter into and carry into effect agreements with respect to the construction, maintenance, renewal, use and operation of—

- (a) any of the authorised works, or any part of those works, and
- (b) any works required for the purposes thereof or in connection therewith, including any works to alter or adapt any property of Network Rail or to connect with any railway operated by Network Rail

by Network Rail or by the undertaker, or by the undertaker and Network Rail jointly.

(2) Any agreement made under paragraph (1) may make provision with respect to any other matters incidental or subsidiary thereto or consequential thereon, including the defraying of, or the making of contributions towards, costs of such works or the maintenance and renewal thereof incurred by either party to the agreement.

(3) Without prejudice to the generality of paragraph (1), any such agreement may provide for the exercise by Network Rail or by the undertaker, or by the undertaker and Network Rail jointly, of all or any of the powers of the undertaker with respect to any of the authorised works and any works required for the purposes thereof or in connection therewith.

(4) The exercise by Network Rail or the undertaker or by the undertaker and Network Rail jointly, of any powers and rights under any enactment or contract pursuant to any such agreement as is authorised in paragraph (1) shall be subject to the same provisions relating thereto as would apply if such powers and rights were exercised by the undertaker or Network Rail (as the case may be) alone, and accordingly, those provisions, with any necessary modification, shall apply to the exercise of such powers and rights by Network Rail or the undertaker, or by the undertaker and Network Rail jointly, as the case may be.

(5) In constructing the scheduled works the undertaker may with the agreement of Network Rail, which agreement shall not be unreasonably withheld but may be given subject to reasonable conditions, re-align so much of any of Network Rail's railways as lie within the limits of deviation of the scheduled works and may connect to Network Rail's railway in such locations within the limits of deviation for those works as shall be agreed between the undertaker and Network Rail.

(6) The undertaker and Network Rail may enter into, and carry into effect, agreements for the transfer to, and vesting in Network Rail or the undertaker, or the undertaker and Network Rail jointly, of—

- (a) any of the authorised works or any part of any of those works,

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(b) any works, lands or other property required or held for the purposes thereof or in connection therewith

together with the rights and obligations of the undertaker or Network Rail (as the case may be) in relation thereto.

(7) Nothing in this Order, or in any enactment incorporated with or applied by this Order, shall prejudice or affect the operation of the provisions of Part 1 of the Railways Act 1993⁽¹⁾ in relation to anything done under or in pursuance of this Order.

⁽¹⁾ 1993 c. 43.