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STATUTORY INSTRUMENTS

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**2006 No. 3117**

**The Network Rail (Thameslink 2000) Order 2006**

**PART 4**

**MISCELLANEOUS AND GENERAL**

*Miscellaneous*

**Agreement with Transport for London**

**43.**—(1) In this article—

“affected properties” means any land which is owned by a TfL Company or in which a TfL Company has a legal estate or an interest;

“designated works” means so much of the authorised works as will be constructed under, on or over any of the affected properties; and

“TfL Company” means Transport for London or any subsidiary of Transport for London including LUL.

(2) Any works of alteration or adaptation of affected properties which may be necessary in order to construct the designated works and thereafter, the use, maintenance, operation and renewal of such property and of the designated works shall be carried out and regulated by Network Rail or a TfL Company, or by Network Rail and a TfL Company jointly, in accordance with such terms and conditions as may be agreed in writing between Network Rail and a TfL Company.

(3) An agreement made under this article 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—

(a) 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 use, maintenance and renewal as are referred to in paragraph (2) by Network Rail or by a TfL Company or by Network Rail and a TfL Company jointly; and

(b) for the exercise by a TfL Company or by Network Rail or by a TfL Company and Network Rail jointly, of all or any of the powers and rights of a TfL Company and Network Rail (as the case may be) in respect of any part of the designated works under any enactment or contract.

(4) The exercise by Network Rail or a TfL Company or by Network Rail and a TfL Company jointly, of any powers and rights under any enactment or contract pursuant to any such agreement as is authorised by sub-paragraph (3)(b) shall be subject to all statutory and contractual provisions relating thereto as would apply if such powers and rights were exercised by Network Rail or a TfL Company alone, or by Network Rail and a TfL Company jointly, as the case may be.

(5) Network Rail and a TfL Company may enter into, and carry into effect, agreements for the transfer to and vesting in Network Rail, or a TfL Company and Network Rail jointly of—

(a) any part of the affected properties;

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- (b) any lands, works or other property held in connection with any part of the affected properties; and
- (c) any rights and obligations (whether or not statutory) of a TfL Company relating to any part of the affected properties.