

## SCHEDULES

### SCHEDULE 15

Article 46

#### FOR THE PROTECTION OF THE TRUST

1.—(1) The following provisions of this Schedule, unless otherwise agreed in writing between the promoter and the Trust, have effect.

(2) In this Schedule—

“construction”, in relation to any specified work or protective work, includes—

- (a) the execution and placing of that work; and
- (b) any replacing, relaying, removal, alteration, renewal, maintenance, repair or reconstruction of that work as may be carried out during the period of 12 months from the completion of the work;

and “construct” and “constructed” have corresponding meanings;

“detriment” means any damage to the relevant part of the waterway or any other property of the Trust and, without limitation on the scope of that meaning, includes—

- (c) the erosion of the bed or banks of the relevant part of the waterway, or the impairment of the stability of any works, lands or premises forming part of the relevant part of the waterway;
- (d) the silting of the relevant part of the waterway or the deposit of materials in it so as to permanently damage the relevant part of the waterway;
- (e) the pollution of the relevant part of the waterway;
- (f) any permanent alteration in the water level of the relevant part of the waterway, or permanent interference with the supply of water to it, or drainage of water from it; and
- (g) any permanent harm to the ecology of the relevant part of the waterway (including any permanent adverse impact on any site of special scientific interest comprised in the relevant part of the waterway).

“the engineer” means an engineer appointed by the Trust for the purpose in question;

“plans” includes sections, designs, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction) and programmes;

“protective work” means a work which is reasonably necessary to be carried out before the commencement of construction of any specified work to prevent detriment;

“specified work” means so much of any of the authorised works as is situated upon, across under, over or within 15 metres of, or may directly and physically affect, the relevant part of the waterway.

#### Commencement Information

**II** Sch. 15 para. 1 in force at 22.8.2013, see [art. 1](#)

2. The promoter must not under the powers conferred by this Order acquire compulsorily any land of the Trust or any easement or other right over such land, other than such land or easements or other rights over such land, as is reasonably necessary for, or in connection with, the construction, maintenance or operation of the authorised works.

**Commencement Information**

**I2** Sch. 15 para. 2 in force at 22.8.2013, see [art. 1](#)

3.—(1) The promoter must not in the exercise of the powers conferred by this Order permanently obstruct or interfere with pedestrian or vehicular access to the relevant part of the waterway unless such permanent obstruction or interference with such access is with the consent of the Trust.

(2) Nothing in article 13 (discharge of water) authorises the promoter—

- (a) to discharge any water directly or indirectly into the relevant part of the waterway; or
- (b) to carry out any works to, or make any opening in, or otherwise interfere with, the relevant part of the waterway (including the banks and bed thereof),

except with the consent of the Trust and in accordance with plans approved by, and under the supervision (if given) of, the engineer.

(3) The promoter must not exercise the powers conferred by article 14 (protective works to buildings, roads and apparatus of a statutory undertaker) in relation to any building forming part of the relevant part of the waterway, or situated on land or property of the Trust forming part of the relevant part of the waterway, except with the consent of the Trust.

(4) The promoter must not exercise the powers conferred by article 15 (power to survey and investigate land) or the powers conferred by section 11(3) of the 1965 Act in relation to the relevant part of the waterway except with the consent of the Trust.

(5) The promoter must not exercise the powers conferred by section 271 or 272 of the 1990 Act, as applied by Schedule 12 to this Order, so as to permanently divert any right of access to the relevant part of the waterway, but any such right of access may be permanently diverted with the consent of the Trust.

(6) The consent of the Trust under any of sub-paragraphs (1), (3), (4) and (5) and the approval of plans under sub-paragraph (2) must not be unreasonably withheld or delayed but may be given subject to reasonable conditions which in the case of article 13 (discharge of water) may include conditions—

- (a) specifying the maximum volume of water which may be discharged in any period; and
- (b) authorising the Trust on giving reasonable notice (except in an emergency, when the Trust may require immediate suspension) to the promoter to require the promoter to suspend the discharge of water or reduce the flow of water where this is necessary by reason of any operational requirement of the Trust and where a reasonable alternative is available to enable the promoter to discharge the water in question during the period of the suspension.

**Commencement Information**

**I3** Sch. 15 para. 3 in force at 22.8.2013, see [art. 1](#)

4. The promoter must not use any land or property of the Trust forming part of the relevant part of the waterway for the passage or siting of vehicles, plant or machinery employed in the construction of the specified work other than—

- (a) with the consent in writing of the engineer whose consent must not be unreasonably withheld; and
- (b) subject to compliance with such reasonable requirements as the engineer may from time to time specify—
  - (i) for the prevention of detriment; or
  - (ii) in order to avoid or reduce any inconvenience to the Trust, its officers and agents and all other persons lawfully on such land or property.

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**Commencement Information**

**I4** Sch. 15 para. 4 in force at 22.8.2013, see [art. 1](#)

5. If in consequence of or in connection with the exercise of the powers conferred by this Order any part of a way over land forming part of the relevant part of the waterway or any public right of way giving access to the relevant part of the waterway (“the closed section”) is temporarily closed to persons on foot or on cycles and there is no way which provides a reasonable alternative, the promoter must to the reasonable satisfaction of the Trust, provide in substitution as sufficient and convenient a way as is reasonably practicable between the points of commencement and termination of the closed section for such time as the closure continues.

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**Commencement Information**

**I5** Sch. 15 para. 5 in force at 22.8.2013, see [art. 1](#)

6. Where so required by the engineer the promoter must, to the reasonable satisfaction of the engineer, fence off any specified work or protective work or take such other steps as the engineer may require to be taken for the purpose of separating a specified work or a protective work from the relevant part of the waterway, whether on a temporary or permanent basis or both.

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**Commencement Information**

**I6** Sch. 15 para. 6 in force at 22.8.2013, see [art. 1](#)

7.—(1) Before the commencement of the initial construction of any part of the specified works and again following completion of the specified works the promoter must bear the reasonable costs of the carrying out, by a qualified surveyor or engineer (“the surveyor”) to be approved by the Trust and the promoter, of surveys (“the surveys”) of so much of the relevant part of the waterway and of any land and existing works of the promoter which may provide support for the relevant part of the waterway as will or may be affected by the specified works.

- (2) For the purposes of the surveys the promoter must—
  - (a) on being given reasonable notice (save in case of emergency, when immediate access must be afforded) afford reasonable facilities to the surveyor for access to the site of the specified works and to any land and existing works of the promoter which may provide support for the relevant part of the waterway as will or may be affected by the specified works; and
  - (b) supply the surveyor as soon as reasonably practicable with all such information as he may reasonably require with regard to such land and existing works of the promoter and to the specified works or the method of their construction.

(3) The reasonable costs of the surveys must include the costs of any dewatering or reduction of the water level of any part of the relevant part of the waterway (where reasonably required) which

may be effected to facilitate the carrying out of the surveys and the provisions of this Schedule apply with all necessary modifications to any such dewatering or reduction in the water level as though the same were specified works.

(4) Copies of the reports of the surveys must be provided to both the Trust and the promoter.

**Commencement Information**

**I7** Sch. 15 para. 7 in force at 22.8.2013, see [art. 1](#)

**8.—**(1) The promoter must, before commencing construction of any specified work, including any temporary works, supply to the Trust proper and sufficient plans of that work and such further particulars available to it as the Trust may within 14 days of the submission of the plans reasonably require for the approval of the engineer and must not commence such construction of any specified work until plans of that work have been approved in writing by the engineer or settled by arbitration.

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld or delayed, and if within 56 days after such plans (including any other particulars reasonably required under sub-paragraph (1)) have been supplied to the Trust the engineer has not intimated disapproval of those plans and the grounds of disapproval the engineer is deemed to have approved the plans as submitted.

(3) When signifying his approval of the plans the engineer may specify—

- (a) any protective work (whether temporary or permanent); and
- (b) such other requirements as may be reasonably necessary to prevent detriment,

and such protective work must be constructed by the Trust or (if the Trust so desires) by the promoter with all reasonable dispatch and the promoter must not commence the construction of any specified work until the engineer has notified the promoter that the protective work has been completed to the engineer's reasonable satisfaction.

**Commencement Information**

**I8** Sch. 15 para. 8 in force at 22.8.2013, see [art. 1](#)

**9.** Without affecting its obligations under the provisions of this Schedule the promoter must consult the Trust on—

- (a) the design and appearance of the specified works, including the materials to be used for their construction; and
- (b) the environmental effects of the specified works;

and must have regard to such views as may be expressed by the Trust, to the extent that these accord with the requirements of the local planning authority in response to such consultation pursuant, in particular, to the requirements imposed on the Trust by section 22 (general environmental and recreational duties) of the British Waterways Act 1995<sup>(1)</sup> and to the interest of the Trust in preserving and enhancing the environment of the relevant part of the waterway.

**Commencement Information**

**I9** Sch. 15 para. 9 in force at 22.8.2013, see [art. 1](#)

(1) 1995 c. i.

10. The promoter must give to the engineer 56 days' notice of its intention to commence the construction of any of the specified works or protective works, or, in the case of repair carried out in an emergency, such notice as may be reasonably practicable so that, in particular, the Trust may where appropriate arrange for the publication of notices bringing those works to the attention of users of the relevant part of the waterway.

**Commencement Information**

I10 Sch. 15 para. 10 in force at 22.8.2013, see [art. 1](#)

11. The promoter must provide and maintain at its own expense in the vicinity of any specified works or protective work such temporary lighting and such signal lights for the control of navigation as the engineer may reasonably require during the construction or failure of the specified work or protective work.

**Commencement Information**

I11 Sch. 15 para. 11 in force at 22.8.2013, see [art. 1](#)

12.—(1) Any specified works must, when commenced, be constructed—

- (a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled in accordance with this Schedule and with any requirements made under paragraph 8(3)(b);
- (b) under the supervision (if given) and, in the case of any specified work which directly and physically affects the relevant part of the waterway, to the reasonable satisfaction of the engineer;
- (c) in such manner as to cause as little detriment as is reasonably practicable; and
- (d) in such manner as to cause as little inconvenience as is reasonably practicable to the Trust, its officers and agents and all other persons lawfully using the relevant part of the waterway.

**Commencement Information**

I12 Sch. 15 para. 12 in force at 22.8.2013, see [art. 1](#)

13.—(1) Any pile, stump or other obstruction which becomes exposed in consequence of the construction of a specified work must be removed by the promoter or, if it is not reasonably practicable to remove it, must be cut off at such level below the bed of the relevant part of the waterway as the Trust may direct.

(2) If the promoter fails to remove any such pile, stump or other obstruction within 28 days after receipt of written notice from the Trust requiring the removal, the Trust may carry out the removal and recover its costs from the promoter.

**Commencement Information**

I13 Sch. 15 para. 13 in force at 22.8.2013, see [art. 1](#)

14. The promoter must not in the course of constructing any specified work or protective work or otherwise in connection with the works do or permit anything which may result in the pollution

of the relevant part of the waterway or the deposit of materials in it and must take such steps as the engineer may reasonably require to avoid or make good any breach of its obligations under this paragraph; but this provision does not prevent the promoter from carrying out works within the relevant part of the waterway.

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**Commencement Information**

**I14** Sch. 15 para. 14 in force at 22.8.2013, see [art. 1](#)

**15.**—(1) The promoter must at all times on being given reasonable notice allow reasonable facilities to the engineer for access to any specified work during its construction; but such facilities for access are subject to the promoter’s reasonable requirements for ensuring the safety of the railway and of the engineer and other persons working on the railway.

(2) The promoter must supply the engineer with all such information as the engineer may reasonably require with regard to any specified work or the method of constructing it.

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**Commencement Information**

**I15** Sch. 15 para. 15 in force at 22.8.2013, see [art. 1](#)

**16.**—(1) If during the construction of a specified work or during a period of 24 months after the completion of a specified work any alterations or additions, either permanent or temporary, to the relevant part of the waterway are reasonably necessary in consequence of the construction of the specified work in order to avoid detriment, and the Trust gives to the promoter reasonable notice of its intention to carry out such alterations or additions (which must be specified in the notice), the promoter must pay to the Trust the reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by the Trust in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If the cost of maintaining, working or renewing the relevant part of the waterway is reduced in consequence of any such alterations or additions a capitalised sum representing such saving must be set off against any sum payable by the promoter to the Trust under this paragraph.

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**Commencement Information**

**I16** Sch. 15 para. 16 in force at 22.8.2013, see [art. 1](#)

**17.**—(1) The promoter must, upon completion of any part of any permanent specified work, remove as soon as practicable any temporary works constructed and materials for temporary works placed in, on, over or under the relevant part of the waterway in connection with that part of the specified work.

(2) All temporary works must be removed to the reasonable satisfaction of the engineer, and in the construction, maintenance and removal of such works the promoter must not cause unavoidable detriment.

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**Commencement Information**

**I17** Sch. 15 para. 17 in force at 22.8.2013, see [art. 1](#)

18. If at any time after the completion of a specified work, not being a work vested in the Trust, the Trust gives notice to the promoter informing it that the state of maintenance of the work appears to be such that the work is causing, or is likely to cause, detriment, the promoter must, on receipt of such notice, take such steps as may be reasonably necessary to put the work in such state of maintenance as not to cause such detriment.

**Commencement Information**

I18 Sch. 15 para. 18 in force at 22.8.2013, see [art. 1](#)

19. Any additional expenses which the Trust may reasonably incur in maintaining the relevant part of the waterway under any powers existing at the making of this Order by reason of the existence of a specified work must, provided that 56 days' previous notice of the commencement of such maintenance has been given to the promoter, be repaid by the promoter to the Trust.

**Commencement Information**

I19 Sch. 15 para. 19 in force at 22.8.2013, see [art. 1](#)

20. The promoter must repay to the Trust all fees, costs, charges and expenses reasonably incurred by the Trust—

- (a) in constructing any protective works under the provisions of paragraph 8(3)(a) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;
- (b) in respect of the approval by the engineer of plans submitted by the promoter and the supervision by the engineer of the construction or repair of any specified work and any protective work;
- (c) in respect of the employment during the period of the initial construction of any specified work or protective work of any inspectors, watchkeepers and other persons whom it is reasonably necessary to appoint for inspecting, watching and lighting any part of the relevant part of the waterway and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of the specified work or any protective work; and
- (d) in bringing the specified work or any protective work to the notice of users of the relevant part of the waterway.

**Commencement Information**

I20 Sch. 15 para. 20 in force at 22.8.2013, see [art. 1](#)

21.—(1) If any detriment is caused by the construction or failure of any specified work or protective work, the promoter (if so required by the Trust) must make good such detriment and must pay to the Trust all reasonable expenses to which the Trust may be put, and compensation for any loss which the Trust may sustain, in making good or otherwise by reason of the detriment.

(2) The promoter is responsible for and must make good to the Trust all costs, charges, damages, expenses and losses not otherwise provided for in this Schedule which may be occasioned to or reasonably incurred by the Trust—

- (a) by reason of the construction of any specified work or a protective work or the failure of such a work; or

**Changes to legislation:** There are currently no known outstanding effects for the The Leeds Railway Station (Southern Entrance) Order 2013, SCHEDULE 15. (See end of Document for details)

- (b) by reason of any act or omission of the promoter or of any person in its employ or of its contractors or others whilst engaged upon the construction of any specified work or of a protective work,

and subject to sub-paragraph (4) the promoter must effectively indemnify and hold harmless the Trust from and against all claims and demands arising out of any of the matters referred to in paragraphs (a) and (b).

(3) The fact that any act or thing may have been done by the Trust on behalf of the promoter or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer’s supervision or in accordance with any directions or awards of an arbitrator does not (if it was done without negligence on the part of the Trust or of any person in its employ or of its contractors or agents) excuse the promoter from any liability under the provisions of this paragraph.

(4) The Trust must give the promoter reasonable notice of any such claim or demand and no settlement or compromise of such a claim or demand is to be made without the prior consent of the promoter.

**Commencement Information**

**I21** Sch. 15 para. 21 in force at 22.8.2013, see [art. 1](#)

**22.** Where under any provision of this Schedule the Trust or the promoter (as the case may be) is entitled to a capitalised sum, it must provide such details of the formula by which the sum is calculated as may reasonably be requested by the party required to pay the sum.

**Commencement Information**

**I22** Sch. 15 para. 22 in force at 22.8.2013, see [art. 1](#)

**23.** Except as provided by this Order, nothing in this Order is to prejudice or derogate from the estates, rights, interests, privileges, liberties or franchises of the Trust or alter or diminish any power, authority or jurisdiction vested in the Trust at the making of this Order.

**Commencement Information**

**I23** Sch. 15 para. 23 in force at 22.8.2013, see [art. 1](#)

**24.** Any difference arising between the promoter and the Trust under this Schedule (other than a difference as to the meaning or construction of this Schedule) is to be referred to and settled by arbitration in accordance with article 51 (arbitration).

**Commencement Information**

**I24** Sch. 15 para. 24 in force at 22.8.2013, see [art. 1](#)



**Changes to legislation:**

There are currently no known outstanding effects for the The Leeds Railway Station (Southern Entrance) Order 2013, SCHEDULE 15.