

SCHEDULES

SCHEDULE 16

PROVISIONS FOR PROTECTION OF SPECIFIED UNDERTAKERS

PART 7

THE CITY OF LONDON CORPORATION

Application

1. The provisions of this part shall have effect for the protection of the COL, save as may otherwise be agreed in writing at any time between the COL and the undertaker.

Interpretation

2. In this Part of this Schedule-

“COL” means the Mayor and Commonalty and Citizens of the City of London, acting in its capacity as Trustees of the Bridge House Estates;

“bridges” means Blackfriars Road Bridge, the Millennium Bridge, Southwark Bridge, London Bridge and Tower Bridge and “bridge” shall mean any of them;

“protective works” means any work indicated in a settled submission (whether permanent or temporary) to be undertaken for the purposes of-

- (a) monitoring the effects on a bridge of the specified works, or
- (b) reducing the risk of damage being caused to a bridge by the specified works;

“remedial works” means any work undertaken by or on behalf of the undertaker pursuant to paragraph 4;

“settled submissions” are such of the submissions made by the undertaker in accordance with paragraph 3(2) to which-

- (a) the COL has confirmed that it has no objections in accordance with paragraph 3(3)(a),
- (b) the COL has been deemed to have confirmed that it has no objections in accordance with paragraph 3(4), or
- (c) all objections by the COL have been withdrawn or settled by arbitration under article 63 (*arbitration*) following referral in accordance with paragraph 7;

“specified works” means any part of the authorised development as may be situated at-

- (d) Blackfriars Bridge Foreshore and associated works within the limit of Work No. 17a and Work No. 17b, or
- (e) within the river Thames between Temple Pier on Victoria Embankment and the point 75 metres downstream of Tower Bridge

and includes the construction of any such part of the authorised development.

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Protective works

3.—(1) The provisions of this paragraph shall (unless otherwise agreed in writing by the COL and the undertaker) apply separately to protective works in respect of each bridge and the undertaker will not carry out protective works to the bridges until the procedures in sub-paragraphs (2) to (6) have been complied with.

(2) The undertaker shall submit in relation to each bridge the following submissions to the COL for review and confirm whether the COL has any objections in accordance with the following provisions of this Part—

- (a) an updated technical assessment report;
- (b) an emergency preparedness plan;
- (c) a risk assessment and method statement for the pre-construction and construction stages of the protective works;
- (d) bridge monitoring proposals; and
- (e) details of proposed mitigation measures.

The documentation forming each submission may be provided by the undertaker to the COL on a phased basis and the procedures in sub-paragraphs (3) to (6) shall apply (*mutatis mutandis*) separately to each part of a submission.

(3) Within 28 days (or within such longer period as the undertaker and the COL may agree in writing) following receipt of a submission, the COL shall respond to the undertaker either—

- (a) confirming that the COL has no objection to the submission; or
- (b) specifying (with reasons) the COL's reasonable objections to the submission and suggesting any changes which the COL considers are needed in order to remove the objections, in which event the undertaker shall (where practicable) revise and re-submit the submission and the provisions of this sub-paragraph (3) shall apply to the revised submission (save that the period for the COL to respond shall be reduced to 14 days); or
- (c) specifying the further information which the COL requires in order to assess the submission.

(4) If the COL fails to respond to the submissions or any of them within the period specified in, or otherwise agreed pursuant to, sub-paragraph (3), the COL shall be deemed to have confirmed that it has no objection to the submission.

(5) The undertaker shall not commence construction of the specified works until the procedures set out in the preceding sub-paragraphs have been concluded and all protective works have been completed in accordance with the settled submissions.

(6) If the undertaker wishes to deviate in any material respect from any requirement set out in a Settled Submission, the undertaker shall submit revised details to the COL for review and the provisions of paragraphs 3(3) to 3(5) (*mutatis mutandis*) shall apply, provided that where changes are needed in the event of an emergency the undertaker and the COL may agree in writing such modifications to the procedures and timescales set out in those paragraphs as may be necessary or expedient to allow steps to be taken to mitigate the emergency or its impact.

(7) As soon as is reasonably practicable following completion of the construction of the specified works the undertaker shall in a good and workmanlike manner remove from the bridges all monitoring and other equipment and temporary works installed in accordance with settled submissions and shall reinstate the bridges as nearly as possible to their condition prior to the carrying out of the protective works (leaving out of account any permanent works carried out in accordance with the settled submission, any monitoring equipment which the undertaker and COL have agreed should remain in place for a period after the completion of construction to allow ongoing monitoring of the bridges and reasonable wear and tear).

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(8) The undertaker shall not carry out any protective works on the bridges other than in accordance with a settled submission, and shall not carry out on the bridges—

- (a) any work under article 20 or
- (b) any work under the authority conferred by article 3 comprising associated development falling within paragraph (p) or (q) of Part 1 of Schedule 1.

Remedial works

4.—(1) The provisions of this paragraph shall (unless otherwise agreed by the COL and the undertaker in writing) apply separately to remedial works in respect of each bridge.

(2) If any damage to a bridge shall be caused by the carrying out of, or in consequence of, the construction of the specified works or any protective works carried out in accordance with paragraph 3, the undertaker shall, if the COL requires, make good such damage to the reasonable satisfaction of the COL.

(3) The undertaker shall not carry out on the bridges any work under article.

(4) If at any time after the completion of the construction of the specified works, the COL gives notice to the undertaker informing it that the state of maintenance of any part of the specified works appears to be such as adversely affects the stability or operation of a bridge, the undertaker shall, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as not adversely to affect the bridge.

Inspection and monitoring

5.—(1) The COL shall be entitled (on reasonable notice and subject to complying with any reasonable site safety and induction requirements imposed by the undertaker or its contractors) to enter the site of any works carried out in accordance with the foregoing paragraphs in order to inspect and monitor the conduct of such works; and may make representations to the undertaker as to any concerns about such works which the COL may have in the course of such inspections and the undertaker shall take due account of any such representations.

(2) The COL may further request the undertaker to provide additional details of any works carried out in accordance with the foregoing paragraphs and the undertaker shall use all reasonable endeavours to comply with any such request as soon as possible.

Damages, costs and indemnification

6.—(1) Subject to the following provisions of this paragraph, the undertaker shall-

- (a) reimburse to the COL all costs and expenses reasonably and properly incurred by it (the amounts of which are to be agreed between the COL and the undertaker in advance of expenditure) in—
 - (i) responding to any submission submitted to it in accordance with paragraph 3(2) or 3(6),
 - (ii) conducting any inspection or monitoring in accordance with paragraph 5(1), or
 - (iii) remedying any damage to a bridge caused by the carrying out of, or in consequence of the specified works or any works carried out in accordance with the foregoing paragraphs;
 - (iv) altering, reconstructing or maintaining the bridges under any powers existing at the time of the making of this Order, where necessitated by the specified works, provided that 28 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker;

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- (b) be responsible for, and make good to the COL, all reasonable costs, charges, damages and expenses not otherwise provided for in this Part which may be occasioned to, or reasonably and properly incurred by, the COL by reason of damage to a bridge or interference or obstruction to the use or operation of a bridge caused by or in consequence of-
 - (i) the construction of the specified works or the failure thereof, or
 - (ii) any act or omission of the undertaker or any person in its employ, or of its contractors or others whilst engaged upon the construction of the specified works; and
- (c) indemnify the COL from and against all such claims and demands arising out of, or in connection with, the construction of the specified works or any such failure, act or omission as referred to in sub-paragraph (1)(b).

(2) The fact that any act or thing may have been done in accordance with the settled submissions, shall not (if it was not attributable to the act, neglect or default of the COL, or of any person in their employ, or of their contractors or agents) excuse the undertaker from any liability under the provisions of this Part.

(3) Nothing in this Part shall impose any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of the COL or its servants, contractors or agents or any liability on the COL with respect of any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.

(4) The undertaker's liability to indemnify the COL pursuant to sub-paragraph (1)(c) may be limited to a sum to be agreed between the COL and the undertaker.

(5) In no circumstances shall the undertaker be liable to the COL under or in connection with this Part for indirect or consequential loss (including loss of profit) howsoever arising.

(6) The COL shall at all times take all reasonable steps to prevent and mitigate any cost, loss, claim or liability (whether indemnified or not) which it suffers as a result of the undertaker's negligence or breach of this Part.

(7) The COL shall give to the undertaker reasonable notice of any claim or demand to which sub-paragraph (1)(c) applies and shall not compromise or settle any such claim or demand without the prior consent of the undertaker, such consent not to be unreasonably withheld or delayed.

Dispute resolution

7. Any difference or dispute arising between the undertaker and the COL under this Part shall, unless otherwise agreed in writing between the undertaker and the COL, be referred to and settled by arbitration under article 63 (*arbitration*).