
STATUTORY INSTRUMENTS

2015 No. 780

The Network Rail (Ordsall Chord) Order 2015

PART 2

Principal powers

Supplemental powers

Temporary interference with river and waterway

20.—(1) Without limitation on the scope of the powers conferred by article 7 (power to construct and maintain works), and subject to Part 4 (for the protection of the Manchester Ship Canal Company Limited) and Part 5 (for the protection of the Canal & River Trust) of Schedule 12 (protective provisions) Network Rail may in connection with the construction of the authorised works—

- (a) temporarily interfere with the river or the waterway, by constructing or maintaining temporary works at any point within the Order limits as it considers necessary or expedient;
- (b) temporarily moor or anchor barges or other vessels or craft in the river or the waterway, load or unload into and from such barges, other vessels or craft equipment, machinery, soil and any other materials in connection with the construction of the authorised works; and
- (c) temporarily close any part of the river or the waterway within the Order limits to navigation.

(2) The power conferred by paragraph (1)(c) must be exercised in a way which secures—

- (a) that no more of the river or the waterway is closed to navigation at any time than is necessary in the circumstances; and
- (b) that if complete closure of a part of the river or the waterway to navigation becomes necessary, all reasonable steps are taken to secure that the minimum obstruction, delay or interference is caused to vessels or craft which may be using or intending to use it.

(3) Any person who, as a result of the exercise of powers conferred by this article, suffers loss by reason of the interference with any private right of navigation is entitled to compensation to be paid by Network Rail to be determined, in case of dispute, under Part 1 of the 1961 Act.

(4) In this article—

- (a) “the river” means the River Irwell; and
- (b) “the waterway” means the Manchester, Bolton and Bury Canal.

(5) During any period of interference or temporary closure referred to in paragraph (1), all rights of navigation and other rights relating to, and any obligations of—

- (a) the Manchester Ship Canal Company Limited to manage the part of the river so interfered with or closed; or
- (b) the Canal & River Trust to manage the part of the waterway so interfered with or closed,

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are suspended and unenforceable against the Manchester Ship Canal Company Limited in respect of the river and the Canal & River Trust in respect of the waterway.