

SCHEDULES

SCHEDULE 8

PROTECTIVE PROVISIONS

PART 5

FOR THE PROTECTION OF THE LOCAL HIGHWAY AUTHORITY REGARDING NON- VEHICULAR HIGHWAYS

53. The provisions of this Part of this Schedule have effect unless otherwise agreed in writing between the undertaker and the local highway authority.

54. In this Part of this Schedule—

“Design Detailing” in relation to any Works, means any detailed design or amended detailed design relating to those Works which is approved by the Secretary of State pursuant to requirement 12(1) or (4);

“Detailed Information” means the following drawings, specifications and other information relating to the local highway, which must be in accordance with the Design Detailing—

- (a) the rights of way and access plans;
- (b) the schedule of widths and limitations, including details of any gates and stiles;
- (c) details of surfacing, kerbs and drainage; and
- (d) details of any signage to be altered or erected;

“local highway” means any public, non-vehicular highway which vests or is intended at the completion of works to vest in or be otherwise maintainable by the local highway authority being footpaths, footways, cycleways and bridleways;

“Works” means any works authorised by this Order undertaken on, to or under any local highway.

55. Before commencing the construction of, or the carrying out of any work authorised by this Order which involves interference with a local highway (including interference with the use by the public of a local highway and temporary or permanent stopping up of any part of a local highway), the undertaker must provide to the local highway authority the Detailed Information relating to the interference, and the Works must not be carried out except in accordance with the Detailed Information submitted to the local highway authority or as otherwise agreed between the undertaker and the local highway authority.

56. Any officer of the local highway authority duly appointed for the purpose may at all reasonable times, subject to any necessary and reasonable health and safety restrictions imposed by the undertaker, enter upon and inspect any part of the authorised development which is in, over or under any local highway, or which may affect any local highway or any property of the local highway authority, during the carrying out of the Works, and the undertaker must give to such officer all reasonable facilities for such inspection.

Status: This is the original version (as it was originally made).

57. The testing of materials used in any Works affecting local highways must be carried out at the expense of the undertaker in accordance with Manual of Contract Documents for Highway Works Appendix 1/5 (Specification for Highway Works). The local highway authority must receive copies of all test certificates and results which have been requested by it in writing as soon as reasonably practicable. Notwithstanding the foregoing, the local highway authority have full power to test all or any materials used or proposed to be used in any work to the local highway at its own expense and the undertaker must provide such information and materials as is reasonably necessary to facilitate such testing.

58.—(1) Where the undertaker carries out any Works to any local highway it must make good any defects in those Works notified to it by the local highway authority within the period of 52 weeks after the date of the completion of the Works to that area of local highway to the reasonable satisfaction of the local highway authority.

(2) The carrying out of any remedial works required under sub-paragraph (1) are Works under this Order.

(3) The carrying out of any remedial works required under sub-paragraph (1) requires the submission of such items of Detailed Information to the local highway authority as the undertaker deems to be reasonable in the circumstances but always including a description of the works to be carried out, a schedule of timings for the works, including dates and durations for any closures of any part of the local highway and traffic management proposals.

59. The undertaker must notify the local highway authority of the date of the completion of the works to any area of local highway within 5 working days of such completion.

60. The undertaker will hold the local highway authority harmless and indemnified from and against any liability, loss, cost or claim arising out of or incidental to the carrying out of the Works (other than those arising out of or in consequence of any negligent act, default or omission of the local highway authority) provided that no claim can be settled or liability accepted by the local highway authority without first obtaining the written approval of the undertaker, such approval not to be unreasonably withheld or delayed.

61. The undertaker must indemnify the local highway authority in respect of all costs, charges and expenses which the local highway authority may reasonably incur, have to pay or sustain in—

- (a) inspecting the construction of the Works including any works required by the local highway authority under this Part of this Schedule;
- (b) carrying out any surveys by the local highway authority which are reasonably required in connection with the construction of the Works.

62. Nothing in this Part of this Schedule prevents the local highway authority from carrying out any work or taking such action as deemed appropriate forthwith without prior notice to the undertaker in the event of an emergency or danger to the public.

63. Any difference arising between the undertaker and the local highway authority under this Part of this Schedule (other than in difference as to the meaning or construction of this Part of this Schedule) will be resolved by arbitration under article 45 (arbitration).