

SCHEDULES

SCHEDULE 1

Article 2(1)

THE SCHEDULED WORKS

1. The works which the undertaker is authorised to construct and maintain by article 3(1) are the following works on the bed of Swansea Bay adjoining the coast between Porthcawl in the County Borough of Bridgend and Port Talbot in the County Borough of Neath Port Talbot and on land within the County Borough of Neath Port Talbot—

Work No. 1 — A wind energy electrical generating station consisting of—

- (a) up to 30 wind turbines generators fixed to the seabed by one or more piles or gravity foundations and extending to a height of up to 130.5 metres above the level of high water, fitted with rotating blades and situated at the following locations—

<i>Wind turbine number</i>	<i>Reference point Easting</i>	<i>Reference point Northing</i>
1	269103	177986
2	269219	177481
3	269361	176982
4	269828	178465
5	269928	177953
6	270057	177448
7	270214	176951
8	270569	178920
9	270651	178407
10	270763	177901
11	270907	177402
12	271081	176912
13	271368	178982
14	271440	178540
15	271537	178103
16	271660	177672
17	271808	177250
18	271980	176836
19	272167	179040
20	272251	178566

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<i>Wind turbine number</i>	<i>Reference point Easting</i>	<i>Reference point Northing</i>
21	272367	178099
22	272516	177641
23	272696	177195
24	272907	176762
25	272657	178920
26	273059	178614
27	273184	178160
28	273344	177716
29	273537	177286
30	273763	176872

(b) a network of cables connecting the wind turbines to each other.

Work No. 2 — A connection between Work No. 1 and Work No. 2A consisting of up to four marine feeder cables along routes commencing by connections with one or more of the wind turbines, then proceeding in a north-easterly direction for 7.22 kilometres until they reach the shore and terminating by a connection with Work No. 2A.

Work No. 2A — An extension of the cables comprised in Work No. 2 buried underground, commencing in a junction box at reference point 277406E, 184576N, extending for 121 metres in an easterly direction and terminating in Work No. 3.

Work No. 3 — An electrical substation situated at 277527E, 184608N.

Work No. 4 — An onshore cable connection with the electrical grid consisting of two electric lines, commencing at Work No. 3 and carried overhead in a north-easterly direction to reference points 278758E, 185469N and 278784E, 185392N, then proceeding underground across the railway sidings and Swansea to London railway and terminating by a connection with the existing electricity pylon.

Work No. 5 — A new road providing a construction and maintenance access between Work No. 3 and the road known as the harbour road.

2. In this Schedule, references to the locations of a wind turbine or an electrical substation are references to the centre point of that wind turbine or substation as shown on the works plans.

SCHEDULE 2

Article 6(1)

STREETS TO BE TEMPORARILY STOPPED UP

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of temporary stopping up</i>
County Borough of Neath Port Talbot	Heol Caer Bont and Footpath No. 92	Between points B and F
County Borough of Neath Port Talbot	Heol Caer Bont	Between points A and B

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<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street to be stopped up</i>	<i>(3)</i> <i>Extent of temporary stopping up</i>
County Borough of Neath Port Talbot	Footpath No. 93	Between points C and D
County Borough of Neath Port Talbot	Private road in Port Talbot Steel Works	Between points G and H

SCHEDULE 3

Article 20(6)

MODIFICATION OF COMPENSATION AND COMPULSORY PURCHASE ENACTMENTS FOR CREATION OF NEW RIGHTS

Compensation enactments

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land apply with the necessary modifications as respects compensation in the case of a compulsory acquisition under this Order of a right by the creation of a new right as they apply as respects compensation on the compulsory purchase of land and interests in land.

2.—(1) Without prejudice to the generality of paragraph 1, the Land Compensation Act 1973(1) has effect subject to the modifications set out in sub-paragraphs (2) and (3).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 of the 1965 Act as substituted by paragraph 4, for the words—

- (a) “land is acquired or taken” there is substituted the words “a right over land is purchased”; and
- (b) “acquired or taken from him” there is substituted the words “over which the right is exercisable”.

(3) In section 58(1) (determination of material detriment where part of house etc. proposed for compulsory acquisition), as it applies to determinations under section 8 of the 1965 Act as substituted by paragraph 5, for the—

- (a) word “part” in paragraphs (a) and (b) there is substituted the words “a right over land consisting”;
- (b) word “severance” there is substituted the words “right over the whole of the house, building or manufactory or of the house and the park or garden”;
- (c) words “part proposed” there is substituted the words “right proposed”; and
- (d) words “part is” there is substituted the words “right is”.

Adaptation of the 1965 Act

3.—(1) The 1965 Act has effect with the modifications necessary to make it apply to the compulsory acquisition under this Order of a right by the creation of a new right as it applies to the compulsory acquisition under this Order of land, so that, in appropriate contexts, references in that Act to land are to be read (according to the requirements of the particular context) as referring to, or as including references to the—

(1) 1973 c. 26.

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- (a) right acquired or to be acquired; or
- (b) land over which the right is or is to be exercisable.

(2) Without prejudice to the generality of sub-paragraph (1), Part I of the 1965 Act applies in relation to the compulsory acquisition under this Order of a right by the creation of a new right with the modifications specified in the following provisions of this Schedule.

4. For section 7 of the 1965 Act (measure of compensation), there is substituted the following section—

“7. In assessing the compensation to be paid by the acquiring authority under this Order regard shall be had not only to the extent (if any) to which the value of the land over which the right is to be acquired is depreciated by the acquisition of the right but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of his, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act.”

5. For section 8 of the 1965 Act (which relates to cases in which a vendor cannot be required to sell part only of a building or garden), there is substituted the following—

“8.—(1) Where in consequence of the service on a person under section 5 of this Act of a notice to treat in respect of a right over land consisting of a house, building or manufactory or of a park or garden belonging to a house (“the relevant land”)—

- (a) a question of disputed compensation in respect of the purchase of the right would apart from this section fall to be determined by the Lands Tribunal (“the Tribunal”); and
- (b) before the Tribunal has determined that question the person satisfies the Tribunal that he has an interest which he is able and willing to sell in the whole of the relevant land and, where that land consists of—
 - (i) a house, building or manufactory, that the right cannot be purchased without material detriment to that land; or
 - (ii) such a park or garden, that the right cannot be purchased without seriously affecting the amenity or convenience of the house to which that land belongs,

the Scarweather Sands Offshore Wind Farm Order 2004 (“the Order”) shall, in relation to that person, cease to authorise the purchase of the right and be deemed to authorise the purchase of that person’s interest in the whole of the relevant land including, where the land consists of such a park or garden, the house to which it belongs, and the notice shall be deemed to have been served in respect of that interest on such date as the Tribunal directs.

(2) Any question as to the extent of the land in which the Order is deemed to authorise the purchase of an interest by virtue of subsection (1) of this section shall be determined by the tribunal.

(3) Where, in consequence of a determination of the Tribunal that it is satisfied as mentioned in subsection (1) of this section the Order is deemed by virtue of that subsection to authorise the purchase of an interest in land, the acquiring authority may, at any time within the period of six weeks beginning with the date of the determination, withdraw the notice to treat in consequence of which the determination was made; but nothing in this subsection prejudices any other power of the authority to withdraw the notice.”

6. The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

- (a) section 9(4) (failure by owners to convey);
- (b) paragraph 10(3) of Schedule 1 (owners under incapacity);
- (c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and
- (d) paragraphs 2(3) and 7(2) of Schedule 4 (common land),

are modified so as to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired is vested absolutely in the acquiring authority.

7. Section 11 of the 1965 Act (powers of entry) is modified so as to secure that, as from the date on which the acquiring authority have served notice to treat in respect of any right, they have power, exercisable in the like circumstances and subject to the like conditions, to enter for the purpose of exercising that right (which will be deemed for this purpose to have been created on the date of service of the notice); and sections 12 (penalty for unauthorised entry) and 13 (entry on warrant in the event of obstruction) of the 1965 Act will be modified correspondingly.

8. Section 20 of the 1965 Act (protection for interests of tenants at will etc.) applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right in question.

9. Section 22 of the 1965 Act (interests omitted from purchase) is modified so as to enable the acquiring authority, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired, subject to compliance with that section as respects compensation.

SCHEDULE 4

Article 30

PROVISIONS RELATING TO STATUTORY UNDERTAKERS, ETC.

Apparatus of statutory undertakers, etc. on land acquired

1.—(1) Sections 271 to 274 of the 1990 Act (power to extinguish rights of statutory undertakers, etc. and power of statutory undertakers, etc. to remove or re-site apparatus) applies in relation to any land acquired or appropriated by the undertaker under this Order or over which the undertaker has acquired rights under article 20 of this Order subject to the following provisions of this paragraph; and all such other provisions of that Act as apply for the purposes of those provisions (including sections 275 to 278, which contain provisions consequential on the extinguishment of any rights under sections 271 and 272, and sections 279(2) to (4), 280 and 282, which provide for the payment of compensation) have effect accordingly.

(2) In the provisions of the 1990 Act, as applied by sub-paragraph (1), references to the appropriate Minister are references to the Secretary of State or, in relation to water or sewerage undertakers, to the National Assembly.

(3) Where any apparatus of public utility undertakers or of a public communications provider is removed in pursuance of a notice or order given or made under section 271, 272 or 273 of the 1990 Act, as applied by sub-paragraph (1), any person who is the owner or occupier of premises to which a supply was given from that apparatus will be entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the

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removal, for the purpose of effecting a connection between the premises and any other apparatus from which a supply is given.

(4) Sub-paragraph (3) does not apply in the case of the removal of a public sewer but where such a sewer is removed in pursuance of such a notice or order as is mentioned in that paragraph, any person who is the—

- (a) owner or occupier of premises the drains of which communicated with that sewer; or
- (b) owner of a private sewer which communicated with that sewer,

will be entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of making that person's drain or sewer communicate with any other public sewer or with a private sewage disposal plant.

(5) The provisions of the 1990 Act mentioned in sub-paragraph (1), as applied by that sub-paragraph, do not have effect in relation to apparatus as respects which Part III of the Street Works Act applies.

(6) In this paragraph—

“the 1990 Act” (“*Deddf 1990*”) means the Town and Country Planning Act 1990;

“public communications provider” (“*darparwr cyfathrebu cyhoeddus*”) has the same meaning as in section 151(1) of the Communications Act 2003(2); and

“public utility undertakers” (“*ymgymerwyr cyfleusterau cyhoeddus*”) has the same meaning as in the Highways Act 1980(3).

2. The powers conferred by this Order do not extend to authorising any acquisition of, or the making of a connection to, the existing electricity pylon without the consent of the licensed electricity undertaker in whom the pylon is vested from time to time.

SCHEDULE 5

Article 31

FOR PROTECTION OF ENVIRONMENT AGENCY

1.—(1) For the protection of the Environment Agency (in this Schedule referred to as “the Agency”), the following provisions have effect unless otherwise agreed in writing between the undertaker and the Agency.

(2) Before carrying out any works under the powers of this Order involving the erection or raising of any obstruction to the flow of any watercourse which is not part of a main river within the meaning of section 113 of the Water Resources Act 1991(4) or the construction, alteration or replacement of any culvert or any structure designed to contain or divert the flow of any such watercourse in, under or through any land held for the purposes of or in connection with the authorised works, the undertaker must furnish to the Agency proper and sufficient plans thereof for the approval of the Agency and must not carry out the said works until the said plans have been approved in writing by the Agency.

(3) The approval of plans furnished under paragraph (2) is not to be unreasonably withheld and if, within two months of such plans being supplied to the Agency, the Agency does not indicate in writing its disapproval and the grounds of its disapproval, it will be deemed to have approved the plans as supplied.

(2) 2003 c. 21.

(3) 1980 c. 66.

(4) 1991 c. 57.

(4) For the purposes of this paragraph, “plans” (“*planiau*”) includes sections, drawings, specifications, calculations and descriptions.

(5) Any culvert or any structure designed to contain or divert the flow of any watercourse being a culvert or structure situated within any land held by the undertaker for purposes of or in connection with the authorised works, whether constructed under the powers of this Order or in existence prior to the making hereof, must be maintained by the undertaker in good repair and condition and free from obstruction.

(6) Nothing in paragraph (5) has the effect of requiring the undertaker to carry out works of maintenance in respect of any culvert or structure which the Agency or any other person are liable to maintain.

(7) If any obstruction is erected or raised or any culvert is constructed, altered or replaced in contravention of this article, the undertaker must, upon receiving notice from the Agency, take such action as may be necessary to remedy the effect of the contravention to the Agency’s reasonable satisfaction and in default the Agency may itself take such action as may be necessary and recover the expenses reasonably incurred by it in doing so from the undertaker as a debt from them to the Agency.

(8) Any difference arising between the undertaker and the Agency under this Schedule (other than a difference as to its meaning or construction) is to be determined by arbitration.

SCHEDULE 6

Article 32

FOR PROTECTION OF NETWORK RAIL

Introductory

1.—(1) The following provisions of this Schedule have effect unless otherwise agreed in writing between the undertaker and Network Rail.

(2) In this Schedule—

“construction” (“*adeiladu*”) includes execution, placing, alteration and reconstruction and “construct” and “constructed” have corresponding meanings;

“the engineer” (“*y peiriannydd*”) means an engineer to be appointed by Network Rail for the purpose in question;

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

“protective works” (“*gweithfeydd diogelu*”) means works specified by the engineer under paragraph 5(1);

“Network Rail” means Network Rail Infrastructure Limited except that any reference to costs or losses incurred or suffered by Network Rail includes reference to costs or losses incurred or suffered by any relevant associated company;

“relevant associated company” (“*cwmni cysylltiedig perthnasol*”) means any company which is (within the meaning of section 736 of the Companies Act 1985⁽⁵⁾) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited and, in any of these cases, holds or uses property for railway purposes;

(5) 1985 c. 6.

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“railway property” (“*eiddo'r rheilffyrdd*”) means any railway belonging to Network Rail and any works, apparatus and equipment belonging to Network Rail or a relevant associated company connected with any such railway and includes any land held or used by Network Rail or a relevant associated company for the purposes of such railway or works, apparatus or equipment;

“relevant work” (“*gwaith perthnasol*”) means—

- (a) so much of any of the authorised works as is situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property; and
- (b) to the extent that it is not an authorised work, any protective work constructed by the undertaker.

Powers requiring Network Rail's consent

2.—(1) The undertaker must not, in the exercise of the compulsory powers conferred by or under this Order, acquire or use, or acquire new rights over, any railway property, unless the exercise of such powers is with the consent of Network Rail.

(2) The undertaker must not exercise the powers conferred by article 7 or the powers conferred by section 11(3) of the 1965 Act in respect of any railway property, unless the exercise of such powers is with the consent of Network Rail.

(3) The undertaker must not in the exercise of the powers conferred by or under this Order prevent pedestrian or vehicular access to any railway property, unless preventing such access is with the consent of Network Rail.

(4) The undertaker must not exercise the powers conferred by section 271 or 272 of the Town and Country Planning Act 1990, as applied by Schedule 4 to this Order, in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

(5) Where Network Rail is asked to give its consent under this paragraph, such consent is not to be unreasonably withheld or delayed, but may be given subject to reasonable conditions.

Approval of plans

3.—(1) The undertaker must, before commencing construction of any relevant work, supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and must not commence construction of any relevant 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) is not to be unreasonably withheld or delayed, and if by the end of the period of 56 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not indicated disapproval of those plans and the grounds of his disapproval, the engineer will be deemed to have approved the plans as submitted.

Election by Network Rail to construct relevant work itself

4.—(1) If Network Rail reasonably considers that any relevant work or any part of a relevant work will or may affect the stability of railway property or the safe operation of traffic on its railways, it may elect to construct that relevant work or that part itself by giving notice to the undertaker specifying the work or part in question (“the specified work”) (“*y gweithfeydd a bennwyd*”) and stating that it desires to construct that work or part.

(2) Notice of an election under sub-paragraph (1) cannot be given after the end of the period of 56 days beginning with the date on which plans of the specified work have been supplied to Network Rail under paragraph 3.

(3) Following an election by Network Rail under sub-paragraph (1), the specified work must not be constructed except by Network Rail in accordance with sub-paragraph (4).

(4) If the undertaker confirms that it desires the specified work to be constructed, Network Rail must construct it (together with any adjoining part of any relevant work which the undertaker reasonably requires to be constructed in one operation with the specified work) on the undertaker's behalf—

- (a) with all reasonable dispatch;
- (b) to the reasonable satisfaction of the undertaker;
- (c) in accordance with the plans approved or settled under paragraph 3; and
- (d) under the supervision (where appropriate and if given) of the undertaker.

Protective works

5.—(1) When signifying approval of the plans of any relevant work, the engineer may specify any protective works (whether temporary or permanent) which the engineer reasonably considers should be carried out before the commencement of the relevant work to ensure the safety or stability of railway property and the continued safe and efficient operation of the railways of Network Rail or the services of operators using those railways; and such protective works may include any relocation of works, apparatus and equipment necessitated by the relevant work.

(2) Any such protective works must be constructed by Network Rail or by the undertaker, if Network Rail so desires, with all reasonable dispatch; and the undertaker must not commence the construction of the relevant work until the engineer has notified the undertaker that the protective works have been completed to the engineer's reasonable satisfaction.

Construction of relevant work

6.—(1) Any relevant work must, when commenced, be constructed—

- (a) with all reasonable dispatch in accordance with the plans approved or settled under paragraph 3;
- (b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;
- (c) in such manner as to cause as little damage as is possible to railway property; and
- (d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic on that railway and the use by passengers of railway property.

(2) If the undertaker does cause any damage to railway property in, or in consequence of, constructing any relevant work, it must make good such damage as soon as reasonably practicable.

Access

7. The undertaker must—

- (a) at all times afford reasonable facilities to the engineer for access to any relevant work during its construction; and

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- (b) supply the engineer with all such information as the engineer may reasonably require with regard to any relevant work or the method of constructing it.

8. Network Rail must—

- (a) at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by Network Rail under this Schedule during their construction; and
- (b) supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

Fencing

9. Where so required by the engineer the undertaker must, to the reasonable satisfaction of the engineer, fence off the relevant works, or take such other steps as the engineer may require to be taken for the purpose of separating the relevant works from railway property, whether on a temporary or permanent basis or both.

Maintenance of relevant work

10. The undertaker must secure that any relevant work, other than a work which belongs to Network Rail (or a relevant associated company), is maintained in such a state or condition as not to cause any adverse effect on the operation of railway property.

Alterations, etc. to railway property: repayment of additional expenses

11. If—

- (a) any alterations or additions, either permanent or temporary, to railway property are reasonably required during the construction of any relevant work, or during a period of 12 months commencing with the date of completion of that work, in consequence of the construction of that relevant work; and
- (b) Network Rail gives to the undertaker reasonable notice of its intention to carry out those alterations or additions, specifying the alterations or additions in question,

the undertaker must pay to Network Rail the reasonable cost of carrying out those alterations or additions.

Repayment of Network Rail's costs in connection with construction

12. The undertaker must pay to Network Rail a sum equivalent to any costs reasonably incurred by Network Rail in—

- (a) constructing any work on behalf of the undertaker as provided by paragraph 4 or in constructing any protective works as provided by paragraph 5; and
- (b) respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of any relevant work.

Additional costs of Network Rail in maintaining new works

13.—(1) As soon as reasonably practicable following completion of the relevant works, the undertaker must pay to Network Rail a capitalised sum representing the increase in cost which it may reasonably be expected to incur in maintaining any—

- (a) protective works constructed under paragraph 5;
- (b) alterations and additions carried out in accordance with paragraph 11.

(2) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions, a capitalised sum representing such saving will be set off against any sum payable by the undertaker to Network Rail under sub-paragraph (1)(b).

(3) The engineer must, in respect of the capitalised sums referred to in this paragraph, provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

Additional costs of Network Rail in maintaining existing railway property

14.—(1) Subject to sub-paragraph (2), the undertaker must pay to Network Rail a sum equivalent to any increase in costs which it reasonably incurs from time to time in maintaining existing railway property by reason of the proximity of the relevant works to the railway property in question.

(2) Sub-paragraph (1) does not apply to any work of maintenance unless—

- (a) Network Rail has given 56 days' notice to the undertaker of its intention to carry out that work, specifying the nature of work in question; and
- (b) the work of maintenance is carried out under existing powers.

General indemnity

15.—(1) The undertaker must pay to Network Rail a sum equivalent to any losses or costs not otherwise provided for in this Schedule which may be suffered or reasonably incurred by Network Rail by reason of—

- (a) the construction, maintenance or failure of the relevant works; or
- (b) any act or omission of the undertaker or of any person employed by it or of its contractors or agents whilst engaged upon the relevant works.

(2) The fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under his supervision will not (if it was done without negligence on the part of Network Rail or of any person employed by it or of its contractors or agents) excuse the undertaker from any liability under the provisions of this paragraph.

Compensation for train operators

16.—(1) The sums payable by the undertaker under paragraph 15 will include a sum equivalent to the relevant costs.

(2) Subject to the terms of any agreement between Network Rail and the relevant train operators regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (1) which relates to the relevant costs of that train operator.

(3) The obligation under sub-paragraph (1) to pay Network Rail the relevant costs is, in the event of default, enforceable directly by the train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (2).

(4) In this paragraph—

“relevant costs” (“*costau perthnasol*”) means the costs, direct losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of any restriction of the use of Network Rail’s railway network as a result of the construction, or maintenance or failure of the relevant works or any such act or omission as mentioned in paragraph 15(1); and

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“train operator” means any person who operates trains in accordance with a licence under section 8 of the Railways Act 1993⁽⁶⁾ or an exemption under section 7 of that Act.

17. In the assessment of any sums payable under this Schedule, there is not to be taken into account any increase in the sums claimed that is attributable to any action taken, or any agreement entered into, by Network Rail if that action or agreement was not reasonably required and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Schedule or increasing the sums so payable.

Saving for access agreements

18.—(1) Where, under this Schedule, Network Rail is required to give its consent or approval in respect of any matter, that consent or approval may be given subject to the condition that Network Rail complies with such of its obligations pursuant to any access agreement or any lease of a station or light maintenance depot as are relevant to that matter.

(2) In this paragraph, “access agreement” (“*cytundeb mynediad*”), “station” (“*gorsaf*”) and “light maintenance depot” (“*gorsaf cynnal a chadw ysgafn*”) have the meaning given by section 83 of the Railways Act 1993.

(6) 1993 c. 43.