

## SCHEDULES

### SCHEDULE 1

Articles 2(1) and (4)

#### SCHEDULED WORKS

##### In the London Borough of Newham

Work No. 1—A railway (3,326 metres in length) commencing at a junction with the DLR Poplar to Beckton railway at a point 314 metres south of the centre of Canning Town DLR station platform, passing southwards under Work No. 5, through the existing underpass beneath the (A1020) Lower Lea Crossing, across the area known as the Thames Wharf site, over the Royal Albert and Victoria Docks Cut, then passing south-eastwards along the south-western side of North Woolwich Road, over Bell Lane, Fisons Road, Knights Road and Bradfield Road, then passing eastwards along the south side of North Woolwich Road over Barrier Park Road and Thames Road, then passing north-eastwards across North Woolwich Roundabout and the area known as the Silvertown triangle site, then passing eastwards over the Railtrack Stratford to North Woolwich railway, over Connaught Road, Work No. 16, Camel Road and Hartmann Road, and along the north side of Hartmann Road, then passing south-eastwards, over Hartmann Road again and terminating at a point 25 metres north of the junction of Drew Road and Leonard Street, adjacent to the terminal of London City Airport, including two lengths of viaduct, the first over the Jubilee Line tunnels at the Thames Wharf site (108 metres in length), commencing 437 metres south of the commencement of this work and terminating 545 metres south of the commencement of this work, the second (2,662 metres in length) commencing at a point 664 metres from the commencement of this work and terminating at the termination point of this work.

Work No. 2—A railway (442 metres in length) being a realignment of the tracks of part of the DLR Poplar to Beckton railway, commencing at a junction with that railway at a point 226 metres south of the centre of Canning Town DLR station platform, passing southwards under Work No. 5, then south-eastwards and terminating at a junction with that railway at a point 1 metre east of the centre of the viaduct carrying Silvertown Way over that railway.

Work No. 3—A railway (1,023 metres in length) commencing at a junction with Work No. 1 at its point of termination, passing south-eastwards across Hartmann Road and then passing eastwards along the north side of Newland Street and Brixham Street and terminating at a point 40 metres north-east of the junction of Pier Road and Claremont Close, including a viaduct across Works Nos. 20 and 21.

Work No. 4—An access road (139 metres in length) commencing at a new junction with the eastbound carriageway of the (A1020) Lower Lea Crossing 280 metres north-west of the Lower Lea Roundabout, passing northwards and terminating at a point 139 metres north of its commencement, together with a turning head at the point of its termination.

Work No. 5—A reconstruction of the existing London Underground Jubilee Line footbridge over the Poplar to Beckton railway 385 metres south of the centre of Canning Town DLR station platform, to carry that footbridge over Works Nos. 1 and 2, commencing at a point 24 metres south of the termination of Work No. 4 and terminating 25 metres east of its commencement, adjacent to the facility known as the Jubilee Line portal plant building.

Work No. 6—An access road (152 metres in length) commencing at a junction on the Lower Lea Crossing 59 metres north-west of the Lower Lea roundabout passing north-eastwards and then north-westwards and terminating at a point 152 metres north-west of its commencement, adjacent to the facility known as the Jubilee Line access shaft, together with a turning head at the point of termination.

Work No. 7—An access road for the proposed Thames Wharf Station (212 metres in length) commencing at a junction with Dock Road 36 metres south-west of the Lower Lea Roundabout passing south-westwards under Work No. 1, then passing south-eastwards and terminating at a point 212 metres south of its commencement, together with a turning head at the point of termination.

Work No. 8—An access road (111 metres in length) being a realignment of the existing access road between Dock Road and Thames Wharf, commencing at its existing junction with Dock Road, passing south-westwards under Work No. 1 and terminating at a point 111 metres south-west of its commencement.

Work No. 9—An access road (82 metres in length) being a realignment of the existing access road between Dock Road and the north-west side of the area currently known as the former Barge Lock, commencing at its junction with Dock Road, passing south-westwards under Work No. 1 and terminating at a point 82 metres from its commencement.

Work No. 10—An access road (51 metres in length) being a realignment of the existing access road between North Woolwich Road and the south-east side of the area currently known as the former Barge Lock, commencing at its junction with North Woolwich Road passing south-westwards under Work No. 1 and terminating 51 metres south-west of its commencement.

Work No. 11—A cycle track and footway (86 metres in length) being a realignment of the existing cycle track and footway, commencing at a junction with the east side of Knights Road 17 metres south of the centre of North Woolwich Road, passing eastwards along the south side of North Woolwich Road and terminating at a junction with the west side of Bradfield Road 13 metres south of the centre of North Woolwich Road.

Work No. 12—A cycle track and footway (418 metres in length) being a realignment of the existing cycle track and footway, commencing at a junction with the east side of Bradfield Road 13 metres south of the centre of North Woolwich Road and terminating at a junction with the west side of Barrier Park Road, 13 metres south of the centre of North Woolwich Road.

Work No. 13—A road (125 metres in length) being a realignment of Barrier Park Road commencing at a junction with that road at a point 50 metres south-east of its junction with North Woolwich Road, passing eastwards under Work No. 1 and terminating at a junction with the Barrier Park car park at a point 125 metres east of its commencement.

Work No. 14—A cycle track and footway (152 metres in length) being a realignment of the existing cycle track and footway, commencing at a junction with the east side of Barrier Park Road, 13 metres south of the centre of North Woolwich Road, passing eastwards and terminating at a junction with the existing cycle track and footway 135 metres east of Barrier Park Road.

Work No. 15—A road (496 metres in length) being a realignment and improvement of Hartmann Road, commencing at a junction with Connaught Road at a point 24 metres south-east of the junction between Camel Road and Connaught Road, passing north-eastwards over Camel Road, then eastwards and terminating at a junction with Hartmann Road 20 metres north-east of the junction between Drew Road and Leonard Street, adjacent to the terminal of London City Airport.

Work No. 16—An access road (44 metres in length) being a realignment and extension of the existing access road to the facility known as the London City Airport fuel farm, commencing at a junction with Work No. 15 at a point 43 metres north-east of the commencement of

Work No. 15, passing north-westwards across Camel Road and passing under Work No. 1 and terminating at a junction with the existing access road 44 metres north-west of its commencement at the gates to the fuel farm.

Work No. 17—A road (25 metres in length) to connect Camel Road with Work No. 15, commencing at a junction with Work No. 15 at a point 103 metres from the commencement of Work No. 15, passing south-eastwards and terminating at a junction with Camel Road 25 metres south-east of its commencement.

Work No. 18—A road (119 metres in length) being a realignment of Hartmann Road, commencing at a junction with Hartmann Road at a point 82 metres east of the roundabout at the junction of Hartmann Road and Connaught Road, passing south-eastwards and terminating at a junction with Work No. 15 at a point 140 metres north-east of the junction between Work No. 15 and Connaught Road.

Work No. 19—A road (43 metres in length) commencing at a junction with Work No. 15 at a point 384 metres east of the junction between Work No. 15 and Connaught Road, passing north-eastwards under Work No. 1 and terminating at a junction with Hartmann Road 43 metres north-east of its junction with Work No. 15.

Work No. 20—A road (306 metres in length) being a realignment of the extension of Hartmann Road, commencing at a junction with Work No. 15 at its termination point, passing south-eastwards under Work No. 3, then passing eastwards and terminating at a junction with the extension of Hartmann Road 55 metres north-west of the junction between Newland Road and Kennard Street, adjacent to the London City Airport car park entrance.

Work No. 21—An access road (43 metres in length) being a realignment and extension of the existing access road for the facility known as the London City Airport remote plant room, commencing at a junction with Work No. 20 at a point 77 metres south-east of the junction between Work No. 15 and Work No. 20, passing south-westwards under Work No. 3 and terminating at a junction with the existing access road 43 metres south-west of its junction with Work No. 20.

Work No. 22—A footway (145 metres in length) commencing at a junction with Parker Street, at a point 67 metres north of the junction of Parker Street and Drew Road, passing south eastwards and terminating at a point 17 metres north-east of the junction of Saville Road and Drew Road, including a ramped footway from its point of commencement up to the realigned and improved Hartmann Road (Work No. 15).

## SCHEDULE 2

Articles 4 and 20

### ADDITIONAL LAND WHICH MAY BE ACQUIRED OR USED

<i>(1)</i> <b>Location</b>	<i>(2)</i> <b>Number of land shown on the deposited plans</b>	<i>(3)</i> <b>Purpose for which land may be acquired or used</b>
Silvertown	174, 175 and 180	Provision of replacement school, community facilities and local amenities
King George V Dockside	205	Relocation of airport support services

**Changes to legislation:** There are currently no known outstanding effects for the The Docklands Light Railway (Silvertown and London City Airport Extension) Order 2002. (See end of Document for details)

**SCHEDULE 3**

Article 6

**STATIONS**

<b>(1)</b> <b>Area</b>	<b>(2)</b> <b>Location of proposed station</b>	<b>(3)</b> <b>Number of land shown on deposited plans</b>
London Borough of Newham	Thames Wharf	33, 36 and 37 to 41
	West Silvertown	53, 61, 62, 63 and 65 to 69
	Pontoon Dock	70, 89, 90, 91 and 93
	London City Airport	133, 165, 166, 177, 178, 181, 183, 184, 187 and 195
	King George V	204, 211, 212, 214, 217 and 218

## Key to Schedules 4 and 5

- FS Footpath diversion
- RS Realignment of street
- SS Stopping up of street
- WE Kerb line modification

**SCHEDULE 4**

Article 7

**STREETS SUBJECT TO ALTERATION OF LAYOUT**

<b>(1)</b> <b>Area</b>	<b>(2)</b> <b>Street subject to alteration of layout</b>	<b>(3)</b> <b>Description of alteration</b>
London Borough of Newham.	Access road to land currently known as the Limmo off Lower Lea Roundabout.	Adaption of existing access road between points RS1 and RS2.
	Dock Road at junction of access road to land currently known as Thames Wharf site.	Re-configuration of island and kerblines at point WE1.
	North Woolwich Road and adjacent access car parking and forecourt to Carlsberg Tetley.	Modifications to kerblines to North Woolwich Road and car parking and forecourt layout between points WE2 and WE3.
	Junction of North Woolwich Road and Bell Lane.	Alterations to kerblines.

North Woolwich Road and adjacent access car parking and forecourt to Akzo Nobel.	Alterations to kerblines to North Woolwich Road and access, car parking and forecourt layout between points WE4 and WE5.
Junction of North Woolwich Road and Fisons Road.	Modifications to kerblines and alterations of junction.
North Woolwich Road and adjacent access, car parking and forecourt to Plaistow Wharf.	Alterations to kerblines to North Woolwich Road and access, car parking and forecourt layout between points WE6 and WE7.
Footway and cycleway on south side of North Woolwich Road.	Realignment, widening and alterations to edgelines to facilitate West Silvertown Station between points WE7 and WE8.
Access off North Woolwich Road to Kierbeck Holdings Limited.	Re-configuration of access and alteration to kerblines at point WE9.
Access off North Woolwich Road to Crescent Wharf.	Re-configuration of access and alteration to kerblines at point WE10.
Access off North Woolwich Road to TDG Logistics.	Re-configuration of access and alteration to kerblines at point WE11.
Access off North Woolwich Road to Minoco Wharf.	Re-configuration of access and alteration to kerblines at point WE12.
Barrier Park car park.	Alterations to layout.
Turning bay to access road off North Woolwich Road serving Thames Barrier.	Alterations to layout and modifications of kerblines between points WE13 and WE14.
Northern end and turning head of Oriental Road.	Re-configuration of turning head and modifications to kerblines between points WE15 and WE16.
Camel Road.	Modifications to kerblines between points WE17 and WE18.
Drew Road.	Modifications to kerblines between points WE19 and WE20.
Traffic circulation, pick up/drop down, taxi bays, bus bays,	Re-configuration of layout and modifications to kerblines

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parking bays and footways serving London City Airport terminal main entrance off Hartmann Road.	within area between points WE21, WE22, WE23 and WE24.
Access off extension of Hartmann Road serving main car parking area to London City Airport and adjacent to King George V Dock.	Re-configuration of layout and modifications to kerblines between points WE25 and WE26.
Junction of Brixham Street and Dockland Street.	Modifications to footway edgeline between points WE27 and WE28.
Claremont Close.	Modifications to footway edgelines between points WE29 and WE30.

**SCHEDULE 5**

Article 10

**STREETS TO BE PERMANENTLY STOPPED UP**

**PART I**

**STREETS FOR WHICH A SUBSTITUTE IS TO BE PROVIDED**

<i>(1)</i> <b>Area</b>	<i>(2)</i> <b>Street to be stopped up</b>	<i>(3)</i> <b>Extent of Stopping up</b>	<i>(4)</i> <b>New street to be substituted</b>
London Borough of Newham.	Access road to land currently known as the Limmo off Dock Road across Thames Wharf and beneath underpass below Lower Lea Crossing.	Between points SS4 and SS5.	Work No.4.
	Access roads to land currently known as Thames Wharf site off Dock Road.	Between points SS4 and SS6.	Work No.7 (part).
	Junction and access road off Dock Road to Thames Wharf serving Court Steel Company Limited and others.	Between points SS7and SS8.	Work No.8.
	Junction and access road off Dock Road adjacent to the	Between points RS3 and RS4.	Work No.9.

northwest side of the former barge lock to General Marine and others.

Junction and access road off Dock Road adjacent to north-east side of former barge lock to Carlsberg Tetley.	Between points RS5 and RS6.	Work No.10.
Footway and cycleway south side of North Woolwich Road.	Between points SS11 and SS12.	Work No.11.
Footway and cycleway south side of North Woolwich Road.	Between points SS13 and SS14.	Work No.12.
Barrier Park Road.	Between points SS15 and SS16.	Work No.13 (part).
Footway and cycleway south side of North Woolwich Road.	Between points SS17 and SS18.	Work No.14.
Hartmann Road.	Between points SS20 and SS21, and SS22 and SS23.	Works Nos.15, 18 and 19.
Access road off Camel Road serving London City Airport fuel farm.	Between points SS24 and SS25.	Works Nos.15 (part) and 16.
Link road between Hartmann Road and Parker Street.	Between points SS28 and SS29.	Work No. 22 (part).
Camel Road.	Between points SS26 to SS27.	Works Nos.15 (part) and 17.
Drew Road footways between Parker Street and Wythes Road.	Between points SS31 and SS32.	Work No.22
Footpath linking Parker Street to Drew Road.	Between points FS1 and FS2.	Work No.22.
Footpath linking Parker Street to Wythes Road.	Between points FS3 and FS4.	Work No.22.
Extension of Hartmann Road.	Between points SS23 to SS33.	Work No.20.
Access road off extension of Hartmann Road serving London	Between points SS34 and SS35.	Work No.21.

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City Airport remote  
plant room.

## PART II

### STREET IN WHICH VEHICULAR RIGHTS ONLY ARE TO BE EXTINGUISHED

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street to be affected</i>	<i>(3)</i> <i>Extent of stopping up</i>
London Borough of Newham.	Drew Road between Parker Street and Wythes Road.	Between points SS31 and SS32.

## PART III

### STREETS FOR WHICH NO SUBSTITUTE IS TO BE PROVIDED

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street to be stopped up</i>	<i>(3)</i> <i>Extent of stopping up</i>
London Borough of Newham.	Staircase on south-east corner of underpass beneath Lower Lea Crossing.	Complete staircase at point SS1.
	Staircase and part footpath on south-west corner of underpass beneath Lower Lea Crossing.	Between points SS2 and SS3.
	Access road off Connaught Road.	At point SS19.
	Parker Street.	Northern end between points SS29 and SS30.

## SCHEDULE 6

Article 11

### STREETS TO BE TEMPORARILY STOPPED UP

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street to be temporarily stopped up</i>
London Borough of Newham	Lower Lea Crossing
	Dock Road
	North Woolwich Road
	Accesses off North Woolwich Road to Carlsberg Tetley
	Bell Lane



Access off North Woolwich Road to Akzo Nobel

Fisons Road

Access off North Woolwich Road to Plaistow Wharf

Access off North Woolwich Road to Kierbeck Holdings Limited

Access off North Woolwich Road to Crescent Wharf

Access off North Woolwich Road to TDG Logistics

Access off North Woolwich Road to Minoco Wharf

Silvertown Way

Knights Road

Bradfield Road

Burt Road

Access serving the Thames Barrier

Access road off north-west corner of North Woolwich Roundabout

Thames Road

North Woolwich Roundabout

Oriental Road

A112 Connaught Bridge

A1011 Connaught Road

Parker Street

Wythes Road

Drew Road

Leonard Street

Newland Street

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Brixham Street

Dockland Street

Pier Road

Claremont Close

Access road joining extension of Hartmann  
Road to Woolwich Manor Way/North Circular  
Road

Woolwich Manor Way

North Circular Road

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## SCHEDULE 7

Article 23

### 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 shall 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 above, the Land Compensation Act 1973<sup>M1</sup> shall have effect subject to the modifications set out in sub-paragraphs (2) and (3) below.

(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 below—

- (a) for the words “land is acquired or taken” there shall be substituted the words “ a right over land is purchased ”; and
- (b) for the words “acquired or taken from him” there shall be 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 below—

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

**Marginal Citations**

**M1** 1973 c. 26.

*Adaptation of the 1965 Act*

**3.—**(1) The 1965 Act shall have 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 read (according to the requirements of the particular context) as referring to, or as including references to—

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

(2) Without prejudice to the generality of sub-paragraph (1) above, Part I of the 1965 Act shall apply 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 shall be substituted the following section:—

“7. In assessing the compensation to be paid by the acquiring authority under this Act 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 (provisions as to divided land) there shall be substituted the following:—

(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—
  - (i) where that land consists of a house, building or manufactory, that the right cannot be purchased without material detriment to that land; or
  - (ii) where that land consists of 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 Docklands Light Railway (Silvertown and London City Airport Extension) Order 2002 (“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.

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(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);

shall be so modified 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) shall be so modified 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 shall 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 shall be modified correspondingly.

8. Section 20 of the 1965 Act (protection for interests of tenants at will etc.) shall apply 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 (protection of acquiring authority’s possession where by inadvertence an estate, right or interest has not been got in) shall be so modified 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 8**

Article 26

**LAND NOT TO BE ACQUIRED COMPULSORILY**

<i>(1)</i> <b>Location</b>	<i>(2)</i> <b>Number of land shown on the deposited plans</b>
Land beneath and adjoining Silvertown Way	21 and 22

Lower Lea crossing (structure of underpass)	26
Silvertown Way	64
Dock Road	40 and 45
Pontoon Dock/Barrier Park	91A and 91B
Silvertown	178

## SCHEDULE 9

Article 27

### LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

<i>(1)</i> <b>Location</b>	<i>(2)</i> <b>Number of land shown on the deposited plans</b>	<i>(3)</i> <b>Purpose for which temporary possession may be taken</b>	<i>(4)</i> <b>Authorised work</b>
Lower Lea	2, 23, 34, 35, 42 and 43	Working site	Works Nos. 1, 2 and 4 to 10
Pontoon Dock/Barrier Park	95 and 96	Working site and provision of access and servicing facilities for Barrier Park	Works Nos. 1 and 11 to 14
King George V Dockside	213, 215, 216 and 219	Working site and construction access	Works Nos. 1, 3 and 15 to 22

## SCHEDULE 10

Articles 9, 10, 31 and 36

### PROVISIONS RELATING TO STATUTORY UNDERTAKERS, ETC.

#### *Apparatus of statutory undertakers, etc. on land acquired*

1.—(1) Subject to the following provisions of this paragraph, 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) shall apply in relation to any land acquired under this Order, or which is held by DLRL and is appropriated or used (or about to be used) by it for the purposes of the Order or purposes connected therewith, 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) shall have effect accordingly.

(2) In the provisions of the 1990 Act, as applied by sub-paragraph (1) above references to the appropriate Minister are references to the Secretary of State.

(3) Where any apparatus of public utility undertakers or of a [F1 electronic communications code operator or former PTO] 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) above, any person who is the owner or occupier of premises to which a supply was given from that apparatus shall be

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entitled to recover from DLRL compensation in respect of expenditure reasonably incurred by him, in consequence of the 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) above shall 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 sub-paragraph, any person who is—

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

shall be entitled to recover from DLRL compensation in respect of expenditure reasonably incurred by him, in consequence of the removal, for the purpose of making his 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) above, as applied by that sub-paragraph, shall not have effect in relation to apparatus as respects which paragraph 2 below or Part III of the 1991 Act applies.

(6) In this paragraph—

F2 ...

“public utility undertakers” has the same meaning as in the Highways Act 1980 <sup>M2</sup>.

**Textual Amendments**

- F1 Words in Sch. 10 para. 1(3) substituted (17.9.2003) by [The Communications Act 2003 \(Consequential Amendments\) Order 2003 \(S.I. 2003/2155\)](#), art. 1(1), **Sch. 1 para. 17**
- F2 Words in Sch. 10 para. 1(6) revoked (17.9.2003) by [The Communications Act 2003 \(Consequential Amendments\) Order 2003 \(S.I. 2003/2155\)](#), art. 1(1), **Sch. 2** Table 2

**Marginal Citations**

- M2 1980 c. 66.

*Apparatus of statutory undertakers, etc. in stopped up streets*

2.—(1) Where a street is stopped up under article 10 of this Order any statutory utility whose apparatus is under, in, upon, over, along or across the street shall have the same powers and rights in respect of that apparatus, subject to the provisions of this paragraph, as if this Order had not been made.

(2) DLRL shall give not less than 28 days’ notice in writing of its intention to stop up any street under article 10 of this Order to any statutory utility whose apparatus is under, in, upon, over, along or across that street.

(3) Where notice under sub-paragraph (2) above has been given, any statutory utility whose apparatus is under, in, upon, over, along or across the street may where reasonably necessary for the efficient operation of the undertaking of the statutory utility and, if reasonably requested so to do by DLRL, shall—

- (a) remove the apparatus and place it or other apparatus provided in substitution for it in such other position as the statutory utility may reasonably determine and have power to place it; or
- (b) provide other apparatus in substitution for the existing apparatus and place it in such position as aforesaid.

(4) Subject to the following provisions of this paragraph, DLRL shall pay to any statutory utility an amount equal to the cost reasonably incurred by the statutory utility in or in connection with:—

- (a) the execution of relocation works required in consequence of the stopping up of the street; and
  - (b) the doing of any other work or thing rendered necessary by the execution of relocation works.
- (5) If in the course of the execution of relocation works under sub-paragraph (3) above—
- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions except where this has been solely due to using the nearest available type, capacity or dimension; or
  - (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was,
- and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by DLRL, or, in default of agreement, is not determined by arbitration to be necessary in consequence of the construction of the authorised works in order to ensure the continued efficient operation of the undertaking of the statutory utility, then, if it involves cost in the execution of the relocation works exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the statutory utility by virtue of sub-paragraph (4) above shall be reduced by the amount of that excess.
- (6) For the purposes of sub-paragraph (5) above—
- (a) an extension of apparatus to a length greater than the length of existing apparatus shall not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus except in a case where the apparatus as so extended provides more than an equivalent service; and
  - (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole shall be treated as if it also had been agreed or had been so determined.
- (7) An amount which apart from this sub-paragraph would be payable to a statutory utility in respect of works by virtue of sub-paragraph (4) above (and having regard, where relevant, to sub-paragraph (5) above) shall, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the utility any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit as calculated in accordance with the Code of Practice entitled “Measures Necessary where Apparatus is Affected by Major Works (Diversionary Works)” and dated June 1992 and approved by the Secretary of State on 30th June 1992, as revised and re-issued from time to time.
- (8) Sub-paragraphs (4) to (7) above shall not apply where the authorised works constitute major transport works for the purposes of Part III of the 1991 Act, but instead—
- (a) the allowable costs of the relocation works shall be determined in accordance with section 85 of that Act (sharing of costs of necessary measures) and any regulations for the time being having effect under that section; and
  - (b) the allowable costs shall be borne by DLRL and the statutory utility in such proportions as may be prescribed by any such regulations.
- (9) The temporary stopping up, alteration or diversion of any highway under article 10 of this Order shall not affect any right of a public [<sup>F3</sup>operator of an electronic communications code network] under paragraph 9 of the [<sup>F4</sup>electronic communications code] in respect of any apparatus which at the time of the stopping up or diversion is in the highway.
- (10) In this paragraph—

**Changes to legislation:** There are currently no known outstanding effects for the *The Docklands Light Railway (Silvertown and London City Airport Extension) Order 2002*. (See end of Document for details)

“apparatus” has the same meaning as in Part III of the 1991 Act;

<sup>F5</sup> ...

“relocation works” means works executed, or apparatus provided, under sub-paragraph (3) above; and

“statutory utility” means a statutory undertaker for the purposes of the Highways Act 1980 or a public [<sup>F3</sup>operator of an electronic communications code network ]<sup>F5</sup>....

#### Textual Amendments

- F3** Words in Sch. 10 para. 2 substituted (17.9.2003) by [The Communications Act 2003 \(Consequential Amendments\) Order 2003 \(S.I. 2003/2155\)](#), art. 1(1), **Sch. 1 para. 18(e)**
- F4** Words in Sch. 10 para. 2 substituted (17.9.2003) by [The Communications Act 2003 \(Consequential Amendments\) Order 2003 \(S.I. 2003/2155\)](#), art. 1(1), **Sch. 1 para. 18(c)**
- F5** Words in Sch. 10 para. 2(10) revoked (17.9.2003) by [The Communications Act 2003 \(Consequential Amendments\) Order 2003 \(S.I. 2003/2155\)](#), art. 1(1), **Sch. 2** Table 2

## SCHEDULE 11

Article 37

### FOR PROTECTION OF RAILWAY UNDERTAKERS

#### Modifications etc. (not altering text)

- C1** [Sch. 11](#) modified (31.12.2020) by [The Railway \(Licensing of Railway Undertakings\) \(Amendment etc.\) \(EU Exit\) Regulations 2019 \(S.I. 2019/700\)](#), regs. 1(2), **41**; 2020 c. 1, [Sch. 5](#) para. 1(1)

## PART I

### RAILTRACK

1.—(1) The following provisions of this Part of this Schedule shall, unless otherwise agreed in writing between DLRL and Railtrack PLC, have effect.

(2) In this Part of this Schedule—

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

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

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

“Railtrack” means Railtrack PLC and any associated company of Railtrack PLC which holds property for railway purposes, and for the purpose of this definition “associated company” means any company which is (within the meaning of section 736 of the Companies Act 1985) the holding company of Railtrack PLC, a subsidiary of Railtrack PLC or another subsidiary of the holding company of Railtrack PLC;



“railway property” means any railway belonging to Railtrack PLC and any land, works, apparatus and equipment belonging to Railtrack directly related to any such railway and any easement or other property interest held by or for the benefit of Railtrack; and

“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 in any way adversely affect, railway property.

2.—(1) DLRL shall not exercise the powers conferred by article 18 above 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 Railtrack PLC.

(2) DLRL shall not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any railway property, unless preventing such access is with the consent of Railtrack PLC.

(3) DLRL shall not exercise the powers conferred by sections 271 or 272 of the 1990 Act, as applied by Schedule 10 to this Order, in relation to any right of access of Railtrack to railway property but such right of access may be diverted with the consent of Railtrack PLC.

(4) DLRL shall not under the powers of this Order acquire or use or acquire new rights over any railway property except with the consent of Railtrack PLC.

(5) Where Railtrack PLC is asked to give its consent pursuant to sub-paragraph (1), (2), (3) or (4) above, such consent shall not be unreasonably withheld but may be given subject to reasonable conditions.

3.—(1) DLRL shall before commencing construction of any specified work supply to Railtrack PLC proper and sufficient plans of that work for the reasonable approval of the engineer and shall not commence such construction of the 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) above shall not be unreasonably withheld, and if by the end of the period of 56 days beginning with the date on which such plans have been supplied to Railtrack PLC the engineer has not intimated his disapproval of those plans and the grounds of his disapproval he shall be deemed to have approved the plans as submitted.

(3) If by the end of the period of 56 days beginning with the date on which such plans have been supplied to Railtrack PLC, Railtrack PLC gives notice to DLRL that Railtrack PLC desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Railtrack PLC then, if DLRL desires such part of the specified work to be constructed, Railtrack PLC shall construct it (together with any adjoining part of the specified work which DLRL reasonably requires to be constructed in one operation with that work) with all reasonable dispatch on behalf of and to the reasonable satisfaction of DLRL in accordance with the plans approved or deemed to be approved or settled under this paragraph and under the supervision (where appropriate and if given) of DLRL.

(4) In the event of Railtrack PLC not constructing or completing any part of a specified work pursuant to sub-paragraph (3) above with all reasonable dispatch and to the reasonable satisfaction of DLRL in accordance with such programme as may be agreed with DLRL or settled by arbitration, Railtrack PLC shall pay compensation to DLRL for any loss which it may sustain as a result.

(5) When signifying his approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in his opinion should be carried out before the commencement of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Railtrack PLC or the services of operators using the same (including any relocation of works, apparatus and equipment necessitated by a specified work), and such protective works as may be reasonably necessary for those purposes shall be constructed by Railtrack PLC or by DLRL, if Railtrack PLC so desires, with all reasonable

dispatch and DLRL shall not commence the construction of the specified works until the engineer has notified DLRL that the protective works have been completed to his reasonable satisfaction.

**4.—(1)** Any specified work shall, when commenced, be constructed—

- (a) with all reasonable dispatch in accordance with the plans approved or deemed to have been approved or settled under paragraph 3 above;
- (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 Railtrack PLC or the traffic thereon and the use by passengers of railway property,

and, if any damage to railway property or any such interference or obstruction is caused or takes place in consequence of the construction of a specified work, DLRL shall, notwithstanding any such approval, make good such damage and shall pay to Railtrack PLC all reasonable expenses to which Railtrack may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(2) Nothing in this paragraph shall impose any liability on DLRL with respect to any damage, costs, expenses or loss attributable to the negligence of Railtrack or its servants, contractors or agents.

**5.** DLRL shall—

- (a) at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and
- (b) supply the engineer with all such information as he may reasonably require with regard to a specified work or the method of constructing it.

**6.** Railtrack PLC shall at all times afford reasonable facilities to DLRL and its agents for access to any works carried out by Railtrack PLC under this Schedule during their construction and shall supply DLRL with such information as it may reasonably require with regard to such works or the method of constructing them.

**7.—(1)** If any alterations or additions, either permanent or temporary, to railway property are reasonably necessary during the construction of a specified work, or during a period of 12 months after the commencement of regular revenue-earning train operations using the new railways comprised in any specified work, in consequence of the construction of a specified work, and Railtrack PLC gives to DLRL reasonable notice of its intention specifying the alterations or additions to be carried out, DLRL shall pay to Railtrack PLC 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 Railtrack in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) The engineer shall, in respect of the capitalised sums referred to in this paragraph and paragraph 8(a) below, provide such details of the formula by which those sums have been calculated as DLRL may reasonably require.

(3) 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 shall be set off against any sum payable by DLRL to Railtrack PLC under this paragraph.

**8.** DLRL shall repay to Railtrack PLC all reasonable fees, costs, charges and expenses reasonably incurred by Railtrack—

- (a) in constructing any part of a specified work on behalf of DLRL as provided by paragraph 3(3) above or in constructing any protective works under the provisions of paragraph 3(5) above including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works; and
- (b) in respect of the approval by the engineer of plans submitted by DLRL and the supervision by him of the construction of a specified work.

9.—(1) In this paragraph—

“EMI” means, subject to sub-paragraph (2) below, electromagnetic interference with Railtrack’s apparatus generated by the operation of the authorised works (including the operation of trains using the new railways comprised in the works) where such interference is of a level which adversely affects the safe operation of Railtrack’s apparatus; and

“Railtrack’s apparatus” means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised works) which are owned or used by Railtrack for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

(2) This paragraph shall apply to EMI only to the extent that such EMI is not attributable to any change to Railtrack’s apparatus carried out after approval of plans under paragraph 3(1) above for the relevant part of the authorised works giving rise to EMI (unless DLRL has been given notice in writing before the approval of those plans of the intention to make such change).

(3) Subject to sub-paragraph (5) below, DLRL shall in the design and construction of the authorised works take all measures necessary to prevent EMI and shall establish with Railtrack (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(4) In order to facilitate DLRL’s compliance with sub-paragraph (3) above—

- (a) DLRL shall consult with Railtrack PLC as early as reasonably practicable to identify all Railtrack’s apparatus which may be at risk of EMI, and thereafter shall continue to consult with Railtrack PLC (both before and after formal submission of plans under paragraph 3(1) above) to identify all potential causes of EMI and the measures required to eliminate them;
- (b) Railtrack PLC shall make available to DLRL all information in Railtrack’s possession reasonably requested by DLRL in respect of Railtrack’s apparatus identified pursuant to paragraph (a) above; and
- (c) Railtrack PLC shall allow DLRL reasonable facilities for the inspection of Railtrack’s apparatus identified pursuant to paragraph (a) above.

(5) In any case where it is established that EMI can only reasonably be prevented by modifications to Railtrack’s apparatus, Railtrack shall not withhold its consent unreasonably to modifications of Railtrack’s apparatus, but the means of prevention and the method of their execution shall be selected in Railtrack PLC’s reasonable discretion and in relation to such modifications paragraph 3(1) above shall have effect subject to this sub-paragraph.

(6) If at any time prior to the commencement of regular revenue-earning train operations on the new railways comprised in the authorised works and notwithstanding any measures adopted pursuant to sub-paragraph (3) above, the testing or commissioning of the authorised works causes EMI then DLRL shall immediately upon receipt of notification by Railtrack of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) DLRL’s apparatus causing such EMI until all measures necessary have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5) above) to Railtrack’s apparatus.

(7) In the event of EMI having occurred—

*Changes to legislation: There are currently no known outstanding effects for the The Docklands Light Railway (Silvertown and London City Airport Extension) Order 2002. (See end of Document for details)*

- (a) DLRL shall afford reasonable facilities to Railtrack PLC for access to DLRL's apparatus in the investigation of such EMI;
  - (b) Railtrack shall afford reasonable facilities to DLRL for access to Railtrack's apparatus in the investigation of such EMI; and
  - (c) Railtrack shall make available to DLRL any additional material information in its possession reasonably requested by DLRL in respect of Railtrack's apparatus or such EMI.
- (8) Where Railtrack PLC approves modifications to Railtrack's apparatus pursuant to sub-paragraphs (5) or (6) above—
- (a) Railtrack shall allow DLRL reasonable facilities for the inspection of the relevant part of Railtrack's apparatus;
  - (b) any modifications to Railtrack's apparatus approved pursuant to those sub-paragraphs shall be carried out and completed by DLRL in accordance with paragraph 4 above.
- (9) To the extent that it would not otherwise do so, the indemnity in paragraph 13(1) below shall apply to the costs and expenses reasonably incurred or losses suffered by Railtrack through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Railtrack's apparatus) or in consequence of any EMI to which sub-paragraph (6) above applies.
- (10) For the purpose of paragraph 8(a) above any modifications to Railtrack's apparatus under this paragraph shall be deemed to be protective works referred to in that paragraph.
- (11) In relation to any dispute arising under this paragraph the reference in article 48 above to the Institution of Civil Engineers shall be read as a reference to the Institution of Electrical Engineers.
- 10.** If at any time after the completion of a specified work, not being a work vested in Railtrack, Railtrack PLC gives notice to DLRL informing it that the state of maintenance of the specified work appears to be such as adversely affects the operation of railway property, DLRL 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 railway property.
- 11.** DLRL shall not provide any illumination or illuminated sign or signal on or in connection with a specified work in the vicinity of any railway belonging to Railtrack PLC unless it shall have first consulted Railtrack PLC and it shall comply with Railtrack PLC's reasonable requirements for preventing confusion between such illumination or illuminated sign or signal and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.
- 12.** Any additional expenses which Railtrack may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work shall, provided that 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to DLRL, be repaid by DLRL to Railtrack PLC.
- 13.—(1)** DLRL shall pay to Railtrack PLC all reasonable costs, charges, damages and expenses not otherwise provided for in this Schedule which may be occasioned to or reasonably incurred by Railtrack—
- (a) by reason of the construction or maintenance of a specified work or the failure thereof; or
  - (b) by reason of any act or omission of DLRL or of any person in its employ or of its contractors or others whilst engaged upon a specified work;

and DLRL shall indemnify Railtrack from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission; and the fact that any act or thing may have been done by Railtrack on behalf of DLRL or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under his supervision shall

not (if it was done without negligence on the part of Railtrack or of any person in its employ or of its contractors or agents) excuse DLRL from any liability under the provisions of this sub-paragraph.

(2) Railtrack PLC shall give DLRL reasonable notice of any such claim or demand and no settlement or compromise of such a claim or demand shall be made without the prior consent of DLRL.

(3) The sums payable by DLRL under sub-paragraph (1) above shall include a sum equivalent to the relevant costs.

(4) Subject to the terms of any agreement between Railtrack PLC and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Railtrack PLC shall promptly pay to each train operator the amount of any sums which Railtrack PLC receives under sub-paragraph (3) above which relates to the relevant costs of that train operator.

(5) The obligation under sub-paragraph (3) above to pay Railtrack PLC the relevant costs shall, in the event of default, be enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (4) above.

(6) In this paragraph—

<sup>F6</sup>  
...

“the relevant costs” 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 Railtrack’s railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in sub-paragraph (1) above; and

“train operator” means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993 [<sup>F7</sup>or any person who holds a [<sup>F8</sup>railway undertaking licence] granted pursuant to the Railway (Licensing of Railway Undertakings) Regulations 2005 <sup>F9</sup>...]

#### Textual Amendments

- F6** Words in Sch. 11 para. 13(6) omitted (31.12.2020) by virtue of The Railway (Licensing of Railway Undertakings) (Amendment etc.) (EU Exit) Regulations 2019 (S.I. 2019/700), regs. 1(2), **27(2)**; 2020 c. 1, Sch. 5 para. 1(1)
- F7** Words in Sch. 11 para. 13(6) added (28.11.2005) by The Railway (Licensing of Railway Undertakings) Regulations 2005 (S.I. 2005/3050), reg. 1(1), **Sch. 1 para. 10(2)(b)**
- F8** Words in Sch. 11 para. 13(6) substituted (31.12.2020) by The Railway (Licensing of Railway Undertakings) (Amendment etc.) (EU Exit) Regulations 2019 (S.I. 2019/700), regs. 1(2), **27(3)(a)**; 2020 c. 1, Sch. 5 para. 1(1)
- F9** Words in Sch. 11 para. 13(6) omitted (31.12.2020) by virtue of The Railway (Licensing of Railway Undertakings) (Amendment etc.) (EU Exit) Regulations 2019 (S.I. 2019/700), regs. 1(2), **27(3)(b)**; 2020 c. 1, Sch. 5 para. 1(1)

**14.** In the assessment of any sums payable to Railtrack under this Schedule there shall not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Railtrack if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by DLRL under this Schedule or increasing the sums so payable.

**15.** DLRL and Railtrack PLC may enter into, and carry into effect, agreements for the transfer to DLRL of—

- (a) any railway property shown on the deposited plans and described in the book of reference;
- (b) any lands, works or other property held in connection with any such railway property; and

- (c) any rights and obligations (whether or not statutory) of Railtrack PLC relating to any railway property.

## PART II

### THE UNDERGROUND COMPANIES

**16.**—(1) The following provisions of this Part of this Schedule shall, unless otherwise agreed in writing between DLRL and LUL, have effect for the protection of the Underground companies.

(2) In this Part of this Schedule—

“construction” includes execution, demolition, placing, alteration, reconstruction and maintenance and “construct” and “constructed” have corresponding meanings;

“EMI” means, subject to paragraph 24(1) below, electromagnetic interference with the Underground companies’ works and apparatus generated by the operation of the authorised works (including the operation of trains using the new railways comprised in the works) where such interference is of a level which adversely affects the safe operation of the Underground companies’ works and apparatus;

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

“LUL” means London Underground Limited;

“maintenance” means works of maintenance and repair that are material to the structures and safe operation of railway property;

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

“PPP company” means a company undertaking to carry out or secure the carrying out of any or all of the work mentioned in section 210(3) of the Greater London Authority Act 1999<sup>M3</sup>;

“PPP-related third party” means any person with whom arrangements of the type mentioned in section 215(2)(b) of the Greater London Authority Act 1999 are entered into;

“railway property” means any railway belonging to LUL, any works, apparatus and equipment of the Underground companies connected with any such railway and any land, premises, arch, cellar or vault belonging to or used by the Underground companies for the purposes of any such railway, works, apparatus or equipment;

“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 in any way adversely affect, railway property;

“subsidiary” has the same meaning as in section 736 of the Companies Act 1985<sup>M4</sup>;

“the Underground companies” means LUL, any subsidiary of LUL, a PPP company, any subsidiary of a PPP company and any PPP-related third party; and

“the Underground companies’ works and apparatus” means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised works) which are owned or used by the Underground companies for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

#### Marginal Citations

M3 1999 c. 29.

**M4** 1985 c. 6.

**17.**—(1) DLRL shall not exercise the powers conferred by article 18 above 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 LUL.

(2) DLRL shall not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any railway property, unless preventing such access is with the consent of LUL.

(3) The provisions of Schedule 10 to this Order shall not apply to any railway property to which this Part of this Schedule applies.

(4) Except with the consent of LUL, DLRL shall not under the powers of Part III of this Order—

(a) acquire or enter upon,

(b) take or use, whether temporarily or permanently,

(c) acquire any new right over, or

(d) acquire any existing right of the Underground companies relating to,

any railway property.

(5) Where LUL is asked to give its consent pursuant to sub-paragraph (1), (2), (3) or (4) above, such consent shall not be unreasonably withheld but may be given subject to reasonable conditions.

**18.**—(1) DLRL shall before commencing construction of any specified work supply to LUL proper and sufficient plans of that work for the reasonable approval of the engineer and shall not commence such construction of the 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) above shall not be unreasonably withheld, and if by the end of the period of 56 days beginning with the date on which such plans have been supplied to LUL the engineer has not intimated his disapproval of those plans and the grounds of his disapproval he shall be deemed to have approved the plans as submitted.

(3) When signifying his approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in his reasonable opinion should be carried out before the commencement of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of any railway belonging to LUL or the services of operators using the same (including any relocation of works, apparatus and equipment necessitated by a specified work), and such protective works as may be reasonably necessary for those purposes shall be constructed by LUL or by DLRL, if LUL so desires, with all reasonable dispatch and DLRL shall not commence the construction of the specified works until the engineer has notified DLRL that the protective works have been completed to his reasonable satisfaction.

(4) The engineer shall inspect the protective works and notify DLRL that they have been completed to his reasonable satisfaction, or otherwise, as soon as reasonably practicable after they have been completed.

**19.**—(1) Any specified work and any protective work specified pursuant to paragraph 18(3) above shall, when commenced, be constructed—

(a) with all reasonable dispatch in accordance with the plans approved or deemed to have been approved or settled under paragraph 18 above;

(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

*Changes to legislation: There are currently no known outstanding effects for the The Docklands Light Railway (Silvertown and London City Airport Extension) Order 2002. (See end of Document for details)*

- (d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway belonging to LUL or the traffic thereon and the use by passengers of railway property,

and, if any damage to railway property or any such interference or obstruction is caused or takes place in consequence of the construction of a specified work, DLRL shall, notwithstanding any such approval, make good such damage and shall pay to LUL all reasonable expenses to which LUL may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(2) Nothing in this paragraph shall impose any liability on DLRL with respect to any damage, cost, expense or loss attributable to the negligence of the Underground companies or their servants, contractors or agents and any liability of DLRL under this paragraph shall be reduced proportionately to the extent to which any damage, cost, expense or loss is attributable to the negligence of the Underground companies or their servants, contractors or agents.

**20.** DLRL shall—

- (a) at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and
- (b) supply the engineer with all such information as he may reasonably require with regard to a specified work or the method of constructing it.

**21.** The Underground companies shall at all times afford reasonable facilities to DLRL and its agents for access to any works carried out by LUL under this Part of this Schedule during their construction and LUL shall supply DLRL with such information as it may reasonably require with regard to such works or the method of constructing them.

**22.—(1)** If any alterations or additions, either permanent or temporary, to railway property are reasonably necessary during the construction of a specified work, or during a period of 12 months after the commencement of regular revenue-earning train operations using the new railways comprised in any specified work, in consequence of the construction of a specified work, and LUL gives to DLRL reasonable notice of its intention to carry out any such alterations or additions specifying the alterations or additions to be carried out, DLRL shall pay to LUL 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 Underground companies in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) The engineer shall, in respect of the capitalised sums referred to in this paragraph and paragraph 23(a) below, provide such details of the formula by which those sums have been calculated as DLRL may reasonably require.

(3) 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 shall be set off against any sum payable by DLRL to LUL under this paragraph.

**23.** DLRL shall repay to LUL all reasonable fees, costs, charges and expenses reasonably incurred by the Underground companies—

- (a) in constructing any protective works under the provisions of paragraph 18(3) above 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 employment or procurement of the services of any inspectors, supervisory staff, signalmen, watchmen and other persons whom it shall be reasonably necessary to appoint for inspecting, monitoring, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work and to ensure the



continued safe and economic operation of LUL's railway undertaking or the services of operators using the same (including any relocation of works, apparatus and equipment necessitated by a specified work) and the comfort and safety of passengers;

- (c) in respect of any special traffic working resulting from any speed restrictions which may, in the reasonable opinion of the engineer, require to be imposed by reason or in consequence of the construction or failure of a specified work, or from the substitution or diversion of services which may be reasonably necessary for the same reason;
- (d) in respect of any additional temporary lighting of railway property in the vicinity of a specified work, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work; and
- (e) in respect of the approval by the engineer of plans submitted by DLRL and the supervision by him of the construction of a specified work.

24.—(1) This paragraph shall apply to EMI only to the extent that such EMI is not attributable to any change to the Underground companies' apparatus carried out after approval of plans under paragraph 18(1) above for the relevant part of the authorised works giving rise to EMI (unless DLRL has been given notice in writing before the approval of those plans of the intention to make such change).

(2) Subject to sub-paragraph (4) below, DLRL shall in the design and construction of the authorised works take all measures necessary to prevent EMI and shall establish with LUL (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(3) In order to facilitate DLRL's compliance with sub-paragraph (2) above—

- (a) DLRL shall consult with LUL as early as reasonably practicable to identify all the Underground companies' works and apparatus which may be at risk of EMI, and thereafter shall continue to consult with LUL (both before and after formal submission of plans under paragraph 18(1) above) to identify all potential causes of EMI and the measures required to eliminate them;
- (b) the Underground companies shall make available to DLRL all information in their possession reasonably requested by DLRL in respect of the Underground companies' works and apparatus identified pursuant to paragraph (a) above; and
- (c) the Underground companies shall allow DLRL reasonable facilities for the inspection of the Underground companies' works and apparatus identified pursuant to paragraph (a) above.

(4) In any case where it is established that EMI can only reasonably be prevented by modifications to the Underground companies' works and apparatus, the Underground companies shall not withhold their consent unreasonably to modifications of the Underground companies' works and apparatus, but the means of prevention and the method of their execution shall be selected in LUL's reasonable discretion and in relation to such modifications paragraph 18(1) above shall have effect subject to this sub-paragraph.

(5) If at any time prior to the commencement of regular revenue-earning train operations on the new railways comprised in the authorised works and notwithstanding any measures adopted pursuant to sub-paragraph (2) above, the testing or commissioning of the authorised works causes EMI then DLRL shall immediately upon receipt of notification by LUL of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) DLRL's apparatus causing such EMI until all measures necessary have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (4) above) to the Underground companies' works and apparatus.

(6) In the event of EMI having occurred—

**Changes to legislation:** There are currently no known outstanding effects for the The Docklands Light Railway (Silvertown and London City Airport Extension) Order 2002. (See end of Document for details)

- (a) DLRL shall afford reasonable facilities to the Underground companies for access to DLRL's apparatus in the investigation of such EMI;
  - (b) the Underground companies shall afford reasonable facilities to DLRL for access to the Underground companies' works and apparatus in the investigation of such EMI; and
  - (c) the Underground companies shall make available to DLRL any additional material information in their possession reasonably requested by DLRL in respect of the Underground companies' works and apparatus or such EMI.
- (7) Where the Underground companies approve modifications to the Underground companies' works and apparatus pursuant to sub-paragraphs (4) or (5) above—
- (a) the Underground companies shall allow DLRL reasonable facilities for the inspection of the relevant part of the Underground companies' works and apparatus;
  - (b) any modifications to the Underground companies' works and apparatus approved pursuant to those sub-paragraphs shall be carried out and completed by DLRL in accordance with paragraph 19 above.
- (8) To the extent that it would not otherwise do so, the indemnity in paragraph 26(1) below shall apply to the costs and expenses reasonably incurred or losses suffered by the Underground companies through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to the Underground companies' works and apparatus) or in consequence of any EMI to which sub-paragraph (5) above applies.
- (9) For the purpose of paragraph 23(a) above any modifications to the Underground companies' works and apparatus under this paragraph shall be deemed to be protective works referred to in that paragraph.
- (10) In relation to any dispute arising under this paragraph the reference in article 48 above to the Institution of Civil Engineers shall be read as a reference to the Institution of Electrical Engineers.

**25.** If at any time after the completion of a specified work, not being a work vested in the Underground companies, LUL gives notice to DLRL informing it that the state of maintenance of the specified work appears to be such as adversely affects the operation of railway property, DLRL 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 railway property.

**26.—(1)** DLRL shall pay to LUL all reasonable costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule which may be occasioned to or reasonably incurred by the Underground companies—

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

and DLRL shall indemnify the Underground companies from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission; and the fact that any act or thing may have been done by the Underground companies on behalf of DLRL or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under his supervision shall not (if it was done without negligence on the part of the Underground companies or of any person in their employ or of their contractors or agents) excuse DLRL from any liability under the provisions of this sub-paragraph.

(2) The Underground companies shall give DLRL reasonable notice of any such claim or demand and no settlement or compromise of such a claim or demand shall be made without the prior consent of DLRL.

(3) Any liability of DLRL under this paragraph shall be reduced proportionately to the extent to which any cost, charge, damage, expense, claim, demand or loss is attributable to the negligence of the Underground companies or their servants, contractors or agents.

**27.** In the assessment of any sums payable to the Underground companies under this Part of this Schedule there shall not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by the Underground companies if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by DLRL under this Part of this Schedule or increasing the sums so payable.

**28.** DLRL and the Underground companies may enter into, and carry into effect, agreements for the transfer to DLRL of—

- (a) any railway property shown on the deposited plans and described in the book of reference;
- (b) any lands, works or other property held in connection with any such railway property; and
- (c) any rights and obligations (whether or not statutory) of the Underground companies relating to any railway property.

## SCHEDULE 12

Article 38

### FOR PROTECTION OF THE LONDON BOROUGH OF NEWHAM

**1.—(1)** The following provisions of this Schedule shall, unless otherwise agreed in writing between DLRL and the Council of the London Borough of Newham, have effect—

(2) In this Schedule—

“the Council” means the Council of the London Borough of Newham;

“highway” means a street vested in or maintainable by the Council;

“highway operations” means the construction of any part of the authorised works which will involve interference with a highway or the traffic in a highway and any temporary stopping up, alteration or diversion of a highway.

**2.** Before commencing to construct any scheduled work DLRL shall consult the Council about—

- (a) the programme for the construction of that work so as to secure, so far as may be reasonably practicable, that the duration of any disturbance occasioned by, or in connection with, such construction shall be reduced to a minimum; and
- (b) the land within the Order limits to be occupied and used by DLRL as temporary working sites for the purpose of such construction, the period for which and the manner in which each site shall be used and the steps to be taken by DLRL in order to mitigate any injury to amenity.

**3.** DLRL shall consult the Council as to—

- (a) the routes in the Council’s area proposed to be used by vehicles, machinery and plant, passing to or from any works under construction; and
- (b) the proposed manner and method of disposing of any soil or waste material resulting from the carrying out of any operation in connection with the authorised works;

and such soil or waste material shall not be disposed of by DLRL in the Council’s area in any manner as shall be objected to in writing by the Council.

**4.** Before commencing to construct any authorised work which will involve highway operations, DLRL shall consult the Council as to the time when that work will be commenced, as to the extent

*Changes to legislation: There are currently no known outstanding effects for the The Docklands Light Railway (Silvertown and London City Airport Extension) Order 2002. (See end of Document for details)*

of the surface of the highway which it may be reasonably necessary for DLRL to occupy in the construction of that work, and as to the conditions under which that work shall be constructed so as not to cause so far as possible inconvenience to the public and to ensure the safety of the public.

5. Any such highway shall be reinstated by DLRL in a manner reasonably approved by the Council and to its reasonable satisfaction.

6. DLRL shall not, except with the consent of the Council, deposit any soil, subsoil or materials or stand any vehicle or plant on any highway (except on so much thereof as is for the time being temporarily stopped up or occupied under the powers of this Order) so as to obstruct the use of such highway by any person or, except with the like consent, deposit any soil, subsoil or materials on any highway except within a hoarding.

7. Except in an emergency or where reasonably necessary to secure the safety of the public no direction or instruction shall be given by the Council to the contractors, servants or agents of DLRL regarding any highway operations without the prior consent in writing of DLRL; but the Council shall not be liable for any additional costs which may be incurred as a result of the giving of instructions or directions pursuant to this paragraph.

8. DLRL shall, if reasonably so required by the Council, provide and maintain during such time as DLRL may occupy any part of a highway for the purpose of the construction of any part of the authorised works, temporary ramps for vehicular traffic or pedestrian traffic, or both, and any other traffic measures required to protect the safety of road users in accordance with the standard recommended in Chapter 8 of the Traffic Signs Manual issued for the purposes of the Traffic Signs Regulations and General Directions 1994 <sup>M5</sup> in such position as may be necessary to prevent undue interference with the flow of traffic in any highway.

**Marginal Citations**

M5 [S.I. 1994/1519](#).

9. DLRL shall indemnify the Council against any claim which may arise as a result of any subsidence of, or damage to, any highway or any retained sanitary convenience, refuge, sewer, drain, lamp column, traffic sign, bollard, bin for refuse or road materials or apparatus connected therewith or any other property or work belonging to, or under the jurisdiction or control of, the council on or under any highway, or maintainable by them, which may be caused by, or in consequence of, any act or default of DLRL, its contractors, servants or agents but the Council shall give to DLRL reasonable notice of any such claim and no settlement or compromise of it shall be made without DLRL's prior consent.

10. Wherever in this Schedule provision is made with respect to the approval or consent of the Council, that approval or consent shall be in writing and may be given subject to such reasonable terms and conditions as the Council may require in the interests of safety and in order to minimise inconvenience to persons using the highway, but shall not be unreasonably withheld.

11. Unless otherwise agreed between the parties any difference arising between DLRL and the Council under this Schedule (other than a difference as to its meaning or construction) shall be determined by arbitration.

## SCHEDULE 13

Article 39

### FOR PROTECTION OF THE ENVIRONMENT AGENCY

1. The following provisions of this Schedule shall, unless otherwise agreed in writing between DLRL and the Environment Agency, have effect.

2. Before applying for any consent under section 109 of the Water Resources Act 1991 <sup>M6</sup> in respect of the Royal Albert and Victoria Docks Cut, DLRL shall undertake a condition survey of the existing culvert within the limits of deviation and shall provide the Environment Agency with a copy of the report of that survey contemporaneously with the application for consent.

#### Marginal Citations

M6 1991 c. 57.

3. In carrying out any works under the powers conferred by this Order along the River Thames, Bow Creek, Pontoon Dock, Royal Albert Dock or King George V Dock, DLRL shall do nothing to affect the tidal defences.

4. In carrying out the authorised works, DLRL shall—

- (a) maintain vehicular and pedestrian access to and egress from the Thames Barrier along the Barrier Access Road or provide a reasonably suitable alternative for Environment Agency employees, their vehicles and security vehicles employed in connection with the Thames Barrier;
- (b) maintain reasonable access to and egress from the open channel section of the Royal Victoria Docks Cut between Dock Road and the outfall culvert.

5. If, in an emergency relating to the Thames Barrier or the Barking Barrier and its associated gates, the Environment Agency notifies DLRL that it requires the use of the Barrier Access Road for emergency vehicles and plant and DLRL is at that time undertaking works that cause an obstruction to the Barrier Access Road, DLRL shall immediately upon receipt of such notice take such steps as may be reasonably necessary to ensure the removal of the obstruction, including if necessary the temporary suspension of so much of the authorised works as is causing the obstruction.

6. So much of Work No.1 as crosses the Barrier Access Road or any carriageways at the North Woolwich Roundabout which need to be used to access the Barrier Access Road shall be constructed with a minimum clearance of 5.3 metres to the underside of the permanent viaduct structure and so that no supporting pillar intrudes into the carriageway so as to cause any restriction on access or egress or to the turning arrangements at the junction with Woolwich North Road.

7. DLRL may relocate the turning bay on the Barrier Access Road within the limits of deviation so far as this is necessary to ensure that the authorised works do not prevent an adequate turning bay remaining continuously available during and after the construction of the works.

8. Subject to paragraphs 4 to 7 above, DLRL will not acquire from the Environment Agency under the powers conferred by this Order any rights or interests in the Barrier Access Road and adjacent land beyond those that are reasonably required for or in connection with the construction and operation of the authorised works, including for the avoidance of doubt the airspace occupied by and above the viaduct forming part of Work No.1, associated pillars and rights to protect the safe and efficient operation and use of the authorised works and access for the maintenance of those works.

9. Before carrying out under the powers of this Order—

- (a) any part of the authorised works on or within 8 metres of the banks of any watercourse or within 16 metres in the case of a watercourse which is tidal (including the tidal docks);

**Changes to legislation:** There are currently no known outstanding effects for the The Docklands Light Railway (Silvertown and London City Airport Extension) Order 2002. (See end of Document for details)

- (b) 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; or
- (c) the construction, alteration or replacement of any culvert or any structure designed to contain or divert the flow of any such watercourse in or through any land within the limits of deviation or the further limits,

DLRL shall supply to the Environment Agency for its approval proper and sufficient plans of its proposals (including, where appropriate, plans for mitigating any adverse effects) and shall not carry out any such operation or work otherwise than in accordance with such plans as are approved.

**10.** The approval of plans supplied under paragraph 9 above shall not be unreasonably withheld and if, within 2 months of such plans being supplied to the Environment Agency, the Environment Agency does not indicate in writing its disapproval and the grounds of its disapproval, it shall be deemed to have approved the plans as supplied.

**11.** For the purposes of paragraph 9 above, “banks” has the meaning given by section 72 of the Land Drainage Act 1991 <sup>M7</sup> and “plans” includes sections, drawings, specifications, calculations and descriptions.

**Marginal Citations**

M7 1991 c. 59.

**12.** Any culvert or any structure designed to contain or divert the flow of any watercourse being a culvert or structure situated within any land within the limits of deviation for the scheduled works, whether constructed under the powers conferred by this Order or in existence prior to the making of this Order, shall be maintained by DLRL in good repair and condition and free from obstruction.

**13.** Nothing in paragraph 12 above shall have the effect of requiring DLRL to carry out works of maintenance in respect of any culvert or structure which the Environment Agency or another person is liable to maintain.

**14.** If any operation or work is carried out in contravention of this Schedule DLRL shall upon receiving notice from the Environment Agency take such action as may be necessary to remedy the effect of the contravention to the Environment Agency’s reasonable satisfaction and in default the Environment 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 due from it to the Environment Agency.

**SCHEDULE 14**

Article 40

**FOR PROTECTION OF SPECIFIED UNDERTAKERS**

*Interpretation*

**1.** In this Schedule—

“apparatus” means—

- (a) in the case of a specified undertaker which is an electricity undertaker, electric lines or electrical plant (as defined in the Electricity Act 1989 <sup>M8</sup>) belonging to, or maintained by, that undertaker;

- (b) in the case of a specified undertaker which is a gas undertaker, mains, pipes or other apparatus belonging to, or maintained by, a public gas transporter for the purposes of the transportation and storage of gas;
- (c) in the case of a specified undertaker which is a water undertaker, mains, pipes or other apparatus belonging to, or maintained by, the undertaker for the purposes of water supply; and
- (d) in the case of a specified undertaker which is a sewerage undertaker,
  - (i) any drain or works vested in the undertaker under the Water Industry Act 1991<sup>M9</sup>; and
  - (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of that Act or an agreement to adopt made under section 104;

and includes a sludge main, disposal main (within the meaning of section 219 of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works,

and includes any structure for the lodging therein of apparatus or for giving access to such apparatus;

“construction” includes execution, placing, altering, replacing, relaying and removal and, in its application to works which include or comprise any operation, means the carrying out of that operation;

“emergency works” has the same meaning as in section 52 of the 1991 Act;

“in”, in a context referring to apparatus in land, includes under, over, across, along or upon land;

“necessary alternative apparatus” means alternative apparatus adequate to enable a specified undertaker to fulfil its statutory or licensed functions in a manner no less efficient than previously;

“plans” includes sections, specifications and method statements;

“specified work” means any of the authorised works which—

- (a) will or may be situated over, or within 15 metres measured in any direction of, or may in any way adversely affect, any apparatus; or
- (b) wherever situated, imposes any load upon any sewer; the removal of which has not been required under paragraph 8; and

“specified undertaker” means—

- (a) Transco plc, whose registered office is 130 Jermyn Street, London SW1Y 4UR;
- (b) Scottish and Southern Energy plc, whose registered office is Inveralmond House, 200 Dunkeld Road, Perth PH1 3AQ; or
- (c) Thames Water Utilities Limited, whose registered office is Gainsborough House, Manor Farm Road, Reading, Berkshire, RG2 0JN,

or any person succeeding any such company as a licence holder within the meaning of Part I of the Electricity Act 1989, a public gas transporter within the meaning of Part I of the Gas Act 1986<sup>M10</sup>, a water undertaker within the meaning of the Water Industry Act 1991 or as a sewerage undertaker within the meaning of Part I of that Act, and “the specified undertaker” in relation to any apparatus means the specified undertaker to whom the apparatus belongs or by whom it is maintained.

**Marginal Citations**

- M8** 1989 c. 29.
- M9** 1991 c. 56.
- M10** 1986 c. 44.

*Application of Schedule 10*

2. Paragraphs 1(1) and 2 of Schedule 10 to this Order shall not apply in relation to a specified undertaker and paragraphs 1(3) and 1(4) of that Schedule shall have effect as if they referred to apparatus removed under this Schedule.

*Apparatus in stopped up streets*

3. Where any street is stopped up under article 10 of this Order, any specified undertaker whose apparatus is in the street shall have the same powers and rights in respect of that apparatus as it enjoyed immediately before the stopping up, but nothing in this paragraph shall affect any right of DLRL or of the specified undertaker to require the removal of that apparatus under paragraph 8 below or the power of DLRL to carry out works under paragraphs 20 to 29 below.

4. DLRL shall give not less than 28 days' notice in writing of its intention to stop up any street under article 10 of this Order to any specified undertaker whose apparatus is in that street.

*On-street apparatus*

5. This Schedule shall not apply to anything done or proposed to be done in relation to or affecting any apparatus in so far as the relations between DLRL and the specified undertaker are regulated by the provisions of Part III of the 1991 Act.

*Acquisition of land*

6. DLRL shall not acquire any apparatus from a specified undertaker pursuant to this Order otherwise than by agreement.

7. DLRL may in exercise of the powers of this Order acquire or appropriate any land in which any apparatus is placed and, following the removal of such apparatus in accordance with the provisions of this Schedule, any rights in that land relating to that apparatus shall be extinguished but no apparatus shall be removed nor shall any right of the specified undertaker to use, maintain, repair, renew or inspect any apparatus be extinguished until any necessary alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the specified undertaker.

*Removal of apparatus*

8. Paragraphs 9 to 12 below apply where—

- (a) DLRL requires the removal of any apparatus for the purpose of constructing any of the authorised works and gives to the specified undertaker not less than 56 days' written notice of that requirement together with a plan of the proposed work and of the proposed position of the alternative apparatus to be provided or constructed; or
- (b) in consequence of the exercise or proposed exercise of any of the powers of this Order, the specified undertaker reasonably requires to remove any apparatus.

9. DLRL shall, if it is practicable to do so, afford to the specified undertaker the necessary rights and facilities for the construction of any necessary alternative apparatus in other land which is available for the purpose and which is held or used, or intended for use, by DLRL for the purpose of its undertaking or in which it has sufficient rights or interests and thereafter for the use, maintenance, repair, renewal and inspection of such apparatus and, if DLRL is unable to obtain those rights and



facilities, the specified undertaker shall, on receipt of a written notice to that effect from DLRL, use its best endeavours to obtain the necessary rights and facilities.

**10.** The obligation imposed upon the specified undertaker by paragraph 9 above shall not extend to the exercise by the specified undertaker of any power to acquire any land or rights in land by compulsory purchase order.

**11.** Any alternative apparatus to be constructed by the specified undertaker pursuant to paragraph 9 above shall be constructed in such manner, and in such line or situation, as may be agreed between the specified undertaker and DLRL or, in default of agreement, determined by arbitration.

**12.** The specified undertaker shall, after the manner of construction and the line or situation of any necessary alternative apparatus have been agreed or determined and after the grant to or obtaining by the specified undertaker of any such facilities and rights as are referred to in paragraph 9 above, proceed with all reasonable despatch to construct and bring into operation the alternative apparatus and thereafter to remove any apparatus required by DLRL to be removed in accordance with paragraph 8 above.

#### *Removal of apparatus and construction of alternative apparatus by DLRL*

**13.** Paragraphs 14 to 16 below apply to so much of the work necessary in connection with the construction of alternative apparatus, or the removal of apparatus required to be removed, as will take place in any land held or used, or intended for use, by DLRL for the purpose of its undertaking.

**14.** If DLRL gives notice in writing to the specified undertaker that it desires to carry out any part of any work to which this paragraph applies, such work, instead of being carried out by the specified undertaker, may be carried out by DLRL with the prior written consent of the specified undertaker (which shall not be unreasonably withheld and shall be subject to any such conditions as are reasonable and proper to protect the apparatus) in accordance with plans and in a position agreed between the specified undertaker and DLRL or, in default of agreement, determined by arbitration, with all reasonable despatch under the superintendence (if given) and to the reasonable satisfaction of the specified undertaker.

**15.** In carrying out any work under paragraph 14 above DLRL shall comply with all statutory obligations which would have been applicable had the works been carried out by the specified undertaker.

**16.** Nothing in paragraph 14 above shall authorise DLRL to carry out the actual placing, erection, installation, bedding, packing, removal, connection or disconnection of any apparatus or, where the apparatus is laid in a trench, execute any filling around the apparatus within 600 millimetres (measured in any direction) of the apparatus.

#### *Facilities and rights for alternative apparatus*

**17.** Where, in accordance with the provisions of this Schedule, DLRL affords to the specified undertaker facilities and rights for the construction, use, maintenance, repair, renewal and inspection in land of DLRL of alternative apparatus in substitution for apparatus to be removed as aforesaid, those facilities and rights shall be granted upon such terms and conditions as may be agreed between DLRL and the specified undertaker or, in default of agreement, determined by arbitration.

**18.** In determining the terms and conditions mentioned in paragraph 17 above in respect of alternative apparatus to be constructed across or along the authorised works the arbitrator shall—

- (a) give effect to all reasonable requirements of DLRL for ensuring the safety of the authorised works and for securing any subsequent alterations or adaptations of the alternative apparatus which may be required to prevent interference with any such works; and
- (b) so far as it may be reasonable and practicable to do so in the circumstances of the case, give effect to any terms and conditions applicable to the apparatus (if any) constructed across

or along the authorised works for which the alternative apparatus is to be substituted and to any other reasonable requirements of the specified undertaker.

**19.** If the facilities and rights to be afforded by DLRL in respect of any alternative apparatus under paragraph 17 above and the terms and conditions subject to which the same are to be granted are, in the opinion of the arbitrator, more or less favourable on the whole to the specified undertaker than the facilities, rights, terms and conditions applying to the apparatus to be removed, the arbitrator shall make such provision for the payment of compensation to or by DLRL by or to the specified undertaker in respect thereof as shall appear to him to be reasonable having regard to all the circumstances of the case.

*Retained apparatus: protection and plan approval*

**20.** Not less than 56 days before commencing to construct or renew any specified work, DLRL shall submit to the specified undertaker plans of the works.

**21.** In relation to a work which is a specified work because of its proximity to or effect on a sewer, the plans to be submitted to the specified undertaker under paragraph 20 above shall be detailed plans describing—

- (a) the exact position of the specified work;
- (b) the level at which it is proposed to be constructed or renewed;
- (c) the manner of its construction or renewal;
- (d) the position of all sewers within 15 metres of the specified work or upon which the specified work will impose a load; and
- (e) by way of detailed drawings, every alteration proposed to be made to any such sewer.

**22.** DLRL shall not commence the construction or renewal of any specified work to which paragraph 21 above applies until the specified undertaker has given written approval of the plans so submitted.

**23.** Any approval of the specified undertaker required under paragraph 22 above—

- (a) may be given subject to reasonable conditions for any purpose mentioned in paragraph 24 below;
- (b) shall not be unreasonably withheld; and
- (c) shall be deemed to have been given if it is neither given nor refused within 56 days of the submission of plans for approval.

**24.** In relation to a work to which paragraph 21 above applies, the specified undertaker may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its sewerage system against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any sewer.

**25.** A specified work shall be constructed (and in the case of any temporary work removed) only in accordance with—

- (a) the plans submitted as aforesaid (and, in the case of plans relating to sewers approved, deemed to have been approved or settled by arbitration, as amended from time to time by agreement between DLRL and the specified undertaker); and
- (b) all reasonable requirements made by the specified undertaker for the alteration, or otherwise for the protection, of the apparatus, or for securing access thereto;

and the specified undertaker shall be entitled by its officer to watch and inspect the carrying out of the work.

**26.** If within 42 days after the submission to it of any plans under paragraph 20 above, in consequence of the works proposed by DLRL the specified undertaker reasonably requires the removal of any apparatus and gives written notice to DLRL of that requirement, the foregoing provisions of this Schedule shall have effect as if the removal of such apparatus had been required by the specified undertaker under paragraph 8 above.

**27.** Nothing in paragraphs 20 or 26 above shall preclude DLRL from submitting at any time, or from time to time, but in no case less than 28 days before commencing the construction of any specified work, a new plan thereof in lieu of the plan previously submitted, and thereupon the provisions of those paragraphs shall apply to, and in respect of, such new plan save that the reference in paragraph 26 above to 42 days shall be treated as a reference to 21 days.

**28.** DLRL shall not be required to comply with paragraph 20 above in a case where it is necessary to carry out emergency works but, in such a case, it shall give to the specified undertaker notice so soon as reasonably practicable, and a plan of the works so soon as reasonably practicable thereafter, and shall comply with paragraph 25 above so far as reasonably practicable in the circumstances.

**29.** Nothing in paragraph 28 above shall entitle DLRL to carry out works to any apparatus but, upon receipt of notice from DLRL, the specified undertaker shall proceed to carry out such works as may be required with all reasonable despatch.

#### *Co-operation*

**30.** Where in consequence of the proposed construction of any of the authorised works, DLRL or a specified undertaker requires the removal of apparatus under paragraph 8 above or a specified undertaker makes requirements for the protection or alteration of apparatus under paragraph 25 above, DLRL shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised works and each specified undertaker shall use its best endeavours to co-operate with DLRL for that purpose.

#### *Access*

**31.** If in consequence of the exercise of the powers of this Order the access to any apparatus is materially obstructed DLRL shall provide such alternative means of access to such apparatus as will enable the specified undertaker to maintain or use the apparatus no less effectively than was possible before such obstruction.

#### *Expenses*

**32.** Subject to the provisions of the following paragraphs of this Schedule, DLRL shall repay to the specified undertaker the reasonable expenses incurred by the specified undertaker in, or in connection with—

- (a) the inspection, removal and relaying or replacing, alteration or protection of any apparatus or the construction of any new apparatus under any provision of this Schedule (including any costs reasonably incurred or compensation properly paid in connection with the acquisition of rights or exercise of statutory powers for such apparatus);
- (b) the cutting off of any apparatus from any other apparatus, or the making safe of any redundant apparatus in consequence of the exercise by DLRL of any power under this Order;
- (c) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the exercise by DLRL of any power under this Order; and
- (d) any other work or thing rendered reasonably necessary in consequence of the exercise by DLRL of any such power,

within a reasonable time of being notified by the specified undertaker that it has incurred such expenses.

**33.** There shall be deducted from any sum payable under paragraph 32 above the value of any apparatus removed under the provisions of this Schedule, that value being calculated after removal.

**34.** If in pursuance of the provisions of this Schedule—

- (a) alternative apparatus of better type, or greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions, except where this has been solely due to using the nearest currently available type; or
- (b) apparatus (whether existing apparatus or alternative apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated;

and the placing of apparatus of that type or capacity or of those dimensions, or the placing of apparatus at that depth, as the case may be, is not agreed by DLRL or, in default of agreement, is not determined by arbitration to be necessary having regard, inter alia, to the nature of the authorised works, then, if such placing involves cost in the construction of works under paragraphs 9 to 12 above exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this paragraph would be payable to the specified undertaker by virtue of paragraph 32 above shall be reduced by the amount of that excess.

**35.** For the purposes of paragraph 34 above—

- (a) an extension of apparatus to a length greater than the length of existing apparatus shall not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus except in a case where the apparatus as so extended serves a purpose (either additional to or instead of that served by the existing apparatus) which was not served by the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole shall be treated as if it also had been agreed or had been so determined.

**36.** An amount which apart from this paragraph would be payable to the specified undertaker in respect of works by virtue of paragraphs 32 to 35 above shall, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the specified undertaker any financial benefit by deferment of the time for renewal of the apparatus or of the system of which it forms part in the ordinary course, be reduced by the amount which represents that benefit as calculated in accordance with the Code of Practice entitled “Measures Necessary where Apparatus is Affected by Major Works (Diversionary Works)” and dated June 1992 and approved by the Secretary of State on 30th June 1992, as revised and re-issued from time to time.

**37.** In any case where work is carried out by DLRL pursuant to paragraphs 14 to 16 above and, if such work had been carried out by the specified undertaker, the repayment made to the specified undertaker under paragraph 32 above would fall to be reduced pursuant to paragraphs 34 to 36 above, the specified undertaker shall pay to DLRL such sum as represents the amount of that reduction.

### *Indemnity*

**38.** If, by reason or in consequence of the construction, maintenance or failure of any of the authorised works, including any works carried out by DLRL pursuant to paragraph 14 above or protective works required by a condition imposed under paragraph 23(a) above or required under paragraph 25(b) above, or any subsidence resulting from any of those works, any damage shall be caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in

view of its intended removal for the purposes of those works) or other property of the specified undertaker, or there is any interruption in any service provided by the specified undertaker, DLRL shall repay the cost reasonably incurred by the specified undertaker in making good such damage, or restoring the supply, and shall—

- (a) make reasonable compensation to the specified undertaker for any loss sustained by it; and
- (b) indemnify the specified undertaker against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from, or incurred by, the specified undertaker;

by reason or in consequence of any such damage or interruption; and the fact that any act or thing may have been done by the specified undertaker on behalf of DLRL or in accordance with plans approved by the specified undertaker or in accordance with any requirement of the specified undertaker or under its supervision shall not, subject to paragraph 39 below, excuse DLRL from any liability under the provisions of this paragraph.

**39.** Nothing in paragraph 38 above shall impose any liability on DLRL with respect to any damage or interruption to the extent that such damage or interruption is attributable to the neglect or default of the specified undertaker, its officers, servants, contractors or other agents.

**40.** The specified undertaker shall give to DLRL reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of DLRL which shall not be unreasonably withheld.

#### *Exercise of safeguarding and survey powers*

**41.** DLRL shall, so far as is reasonably practicable, so exercise the powers conferred by article 16 of this Order as not to obstruct or render less convenient the access to any apparatus.

**42.** DLRL shall not, in the exercise of the powers of section 11(3) of the 1965 Act, as applied by this Order, or of article 18 of this Order, make any trial holes which interfere with any apparatus without the consent of the specified undertaker (which shall not be unreasonably withheld).

#### *Arbitration*

**43.** Any difference arising between DLRL and a specified undertaker under this Schedule (other than a difference as to its meaning or construction) shall be determined by arbitration in the manner provided by article 48 of this Order and in determining any difference under this Schedule the arbitrator may, if he thinks fit, require DLRL to execute any temporary or other works so as to avoid, so far as may be reasonably possible, interference with the use of any apparatus.

#### *Transfer of powers*

**44.** DLRL shall give notice to every specified undertaker if any of the powers of DLRL under this Order are transferred to another person in accordance with article 41 of this Order and any such notice shall be given within 14 days of any such transfer becoming effective and shall describe or give (as appropriate)—

- (a) the nature of the functions to be transferred;
- (b) the extent of that transfer;
- (c) the geographical area to which the transfer relates;
- (d) the name and address of the transferee; and
- (e) the effective date of the transfer.

**45.** The obligation to give notice under paragraph 44 above to a successor in title to a specified undertaker named in paragraph 1 above shall only apply to the extent that DLRL has been informed

**Changes to legislation:** There are currently no known outstanding effects for the The Docklands Light Railway (Silvertown and London City Airport Extension) Order 2002. (See end of Document for details)

by notice in writing by that named undertaker, or by a successor in title to that named undertaker, as the case may be, of the name and address of that successor in title.

### *Notices*

**46.** Any notice in writing to be given by DLRL to a specified undertaker under this Schedule shall be deemed effectively given if sent by recorded delivery or by registered letter addressed to the registered office of that specified undertaker.

**Changes to legislation:**

There are currently no known outstanding effects for the The Docklands Light Railway (Silvertown and London City Airport Extension) Order 2002.