
STATUTORY INSTRUMENTS

2007 No. 2657

**TRANSPORT AND WORKS,
ENGLAND**

**The London Gateway Logistics and
Commercial Centre Order 2007**

Made - - - - 7th September 2007

Coming into force 28th September 2007

**THE LONDON GATEWAY LOGISTICS AND
COMMERCIAL CENTRE ORDER 2007**

PART 1

PRELIMINARY

1. Citation and commencement
2. Interpretation
3. Application of the New Roads and Street Works Act 1991
4. Incorporation of the Railways Clauses Consolidation Act 1845

PART 2

WORKS PROVISIONS

Principal powers

5. Power to construct and maintain works
6. Power to deviate

Access to Works

7. Access to works

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

Supplemental

8. Discharge of water
9. Obstruction of construction of authorised works
10. Power to keep apparatus in streets
11. Power to execute street works
12. Temporary stopping up of streets
13. Agreement with street authorities

PART 3

OPERATION OF AUTHORISED WORKS

14. Power to operate and use authorised works
15. Maintenance of approved works, etc.
16. Trespass on authorised works
17. Power of disposal, agreements for operation, etc.
18. Agreements with Network Rail

PART 4

PROTECTIVE PROVISIONS

19. Part 1 of the Railways Act 1993
20. For the protection of Network Rail
21. For the protection of the Environment Agency

PART 5

MISCELLANEOUS AND GENERAL

22. Certification of plans, etc.
23. Service of notices
24. No double recovery
25. Arbitration
26. Defence to proceedings in respect of statutory nuisance
27. Planning permission and supplementary matters
28. Savings for regulated rights, etc.
Signature

SCHEDULES

SCHEDULE 1 — SCHEDULED WORKS

SCHEDULE 2 — FOR THE PROTECTION OF NETWORK RAIL

1. (1) For the protection of Network Rail the following provisions...
2. The Promoter shall, before commencing construction of any of the...
3. The approval of the engineer under paragraph 2 shall not...
4. If by the end of the period of 56 days...
5. When signifying his approval or disapproval of the plans the...
6. The Promoter shall give to the engineer not less than...
7. Any specified work and any protective works to be constructed...
8. Nothing in paragraph 7 shall impose any liability on the...
9. The Promoter shall— (a) at all times afford reasonable facilities...

10. Network Rail shall at all times afford reasonable facilities to...
11. (1) If any alterations or additions, either permanent or temporary,...
12. The Promoter shall repay to Network Rail all reasonable fees,...
13. If at any time after the completion of a specified...
14. The Promoter shall not provide any illumination or illuminated sign...
15. Any additional expenses which Network Rail may reasonably incur in...
16. The Promoter shall pay to Network Rail all reasonable costs,...
17. Network Rail shall give to the Promoter reasonable notice of...
18. (1) In this paragraph—“EMI” means, subject to sub-paragraph (2),...
19. (1) The sums payable by the Promoter under paragraph 16...
20. Subject to paragraph 18(11) any difference arising between the Promoter...

SCHEDULE 3 — FOR THE PROTECTION OF THE ENVIRONMENT AGENCY

1. For the protection of the Agency the following provisions shall,...
2. Definitions applying to this Schedule
3. Pre-conditions to commencing any specified work affecting a drainage work
4. Without prejudice to the generality of paragraph 3, the conditions...
5. (1) Subject to sub-paragraph (2), any specified work, and all...
6. Survey of any drainage work liable to be affected by a specified work
7. Maintenance by the Promoter of any drainage work liable to be affected by a specified work
8. Impairment of efficiency of drainage work for flood defence
9. Protection of fishery
10. Indemnity as to costs and expenses
11. (1) Without prejudice to the other provisions of this Schedule,...
12. No relief of liability
13. Approvals deemed and not deemed
14. Arbitration

Explanatory Note