



Greater Manchester (Light Rapid Transit System) Act 1991

1991 CHAPTER xvi

PART IV

PROTECTIVE PROVISIONS

20 For protection of Manchester Ship Canal Company

For the protection of the Manchester Ship Canal Company the following provisions shall, unless otherwise agreed in writing between the Executive and Canal Company, have effect:—

(1) In this section—

“the Canal Company” means the Manchester Ship Canal Company and subsidiary companies;

“canal property” means any canals, railways, roads, bridges, culverts, lands, buildings or developments of the Canal Company and any works connected therewith for the maintenance or operation of which the Canal Company are responsible and includes any land held or used by the Canal Company for the purposes of such canals, railways, roads, bridges, culverts, lands, buildings, works or developments;

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

“the engineer” means an engineer to be appointed by the Canal Company;

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

“the signed plans” means the plans prepared in quadruplicate and signed by Sir Paul Dean, the Chairman of the Committee of the House of Commons to which the Bill for this Act was referred, one copy of which has been deposited in the office of the Clerk of the Parliaments, one in the Private Bill Office

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in the House of Commons, one with the Executive and one with the Canal Company;

“specified works” means so much of the authorised works as may be situated upon, across, under or over or within 15 metres of, or may in any way affect, canal property and includes the construction, maintenance, alteration and renewal of the specified works:

(2) Notwithstanding anything in section 12 (Power to acquire lands) of this Act, the Executive shall not acquire compulsorily any of the canal property shown coloured pink on the signed plans:

(3) The Executive shall before commencing the specified works (other than works of maintenance or repair) furnish to the Canal Company proper and sufficient plans thereof for the reasonable approval of the engineer and shall not commence the specified works until plans thereof have been approved in writing by the engineer or settled by arbitration:

Provided that if within 56 days after such plans have been received by the Canal Company the engineer has not intimated his disapproval thereof and the grounds of his disapproval he shall be deemed to have approved the same:

(4) If within 56 days after such plans have been received by the Canal Company, the Canal Company give notice to the Executive that the Canal Company desire themselves to construct any part of the specified works which in the opinion of the engineer will or may affect the stability of canal property or the safe operation of traffic on the canals, railways, roads, bridges or lands of the Canal Company then, if the Executive desire such part of the specified works to be constructed, the Canal Company shall construct the same with all reasonable dispatch on behalf of and to the reasonable satisfaction of the Executive in accordance with the plans approved or deemed to be approved or settled as aforesaid:

(5) Upon signifying his approval or disapproval 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 the specified works to ensure the safety or stability of canal property and such protective works as may be reasonably necessary for those purposes shall be constructed by the Canal Company or by the Executive, if the Canal Company so desire, with all reasonable dispatch and the Executive shall not commence the construction of the specified works until the engineer has notified the Executive that the protective works have been completed to his reasonable satisfaction:

(6) (a) The Executive shall give to the Canal Company notice in writing of their intention to commence the construction of any of the specified works in accordance with sub-paragraph (b) below and, except in emergency (when they shall give such notice as may be reasonably practicable), also of their intention to carry out any works for the maintenance or renewal of the specified works:

(b) The period of notice required to be given by the Executive to the Canal Company by virtue of sub-paragraph (a) above shall be—

(i) 6 months in any case where the engineer, upon signifying his approval or disapproval of plans furnished to the Canal Company under paragraph (3) above, has reasonably given it as his opinion that the construction, maintenance or renewal of the specified works will require the Executive to have temporary occupation of canal

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property (including land lying within a distance of 15 metres from any canal property) or will necessitate the imposition of restrictions, to the navigation of the canals or the imposition of speed and traffic restrictions on railways, roads and bridges; and

(ii) 28 days in all other cases:

- (7) The specified works shall, when commenced, be carried out—
- (a) with all reasonable dispatch in accordance with the plans approved or deemed to have been approved or settled as aforesaid;
 - (b) under the supervision (if given) and to the reasonable satisfaction of the engineer;
 - (c) in such manner as to cause as little damage to canal property as may be; and
 - (d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe user of any canals, railways, roads, bridges, culverts, pipelines, lands, buildings or works of the Canal Company or the traffic thereon; and, if any damage to canal property or any such interference or obstruction is caused or takes place, the Executive shall, notwithstanding any such approval as aforesaid, make good such damage and shall on demand pay to the Canal Company all reasonable expenses to which they may be put and compensation for any loss which they may sustain by reason of any such damage, interference or obstruction:
- (8) The Executive shall—
- (a) at all times afford reasonable facilities to the engineer for access to the specified works during their construction;
 - (b) ensure access for the engineer at all reasonable times to all working sites, depots and premises at which materials to be employed in the construction of the specified works are being made, constructed or assembled;
 - (c) supply the engineer with all such information as he may reasonably require with regard to the specified works or the method of construction thereof:
- (9) The Canal Company shall at all times afford reasonable facilities to the Executive and their agents for access to any works carried out by the Canal Company under this section during their construction and shall supply the Executive with such information as they may reasonably require with regard to such works or the method of construction thereof:
- (10) If any alterations or additions, either permanent or temporary to canal property are necessary in consequence of the construction of the specified works, such alterations and additions may be effected by the Canal Company after not less than 28 days' notice has been given to the Executive and the Executive shall pay to the Canal Company on demand the cost thereof as certified by the engineer including, in respect of permanent alterations and additions, a capitalised sum representing the increased or additional cost of maintaining, working and, when necessary, renewing any such alterations or additions:
- (11) The Executive shall repay to the Canal Company all costs, charges and expenses reasonably incurred by the Canal Company—
- (a) in constructing any part of the specified works on behalf of the Executive as provided by paragraph (4) above or in constructing any protective works under the provisions of paragraph (5) above including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;

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- (b) in respect of the employment of any inspectors, watchmen and other persons whom it is reasonably necessary to appoint for inspecting, watching and lighting canal property and for preventing as far as may be all interference, obstruction, danger or accident arising from the construction, maintenance, renewal, repair or failure of the specified works;
 - (c) in respect of any special navigation or traffic procedures resulting from any restrictions which are necessary as a result of the construction, maintenance, renewal, repair or failure of the specified works and which may in the opinion of the engineer be required to be imposed or from the suspension of navigation or traffic which may be necessary for the same reason;
 - (d) in respect of any additional temporary lighting of canal property in the vicinity of the specified works being lighting made reasonably necessary as a result of the specified works or the failure thereof;
 - (e) in respect of the approval by the engineer of plans submitted by the Executive and the supervision by him of the specified works:
- (12) If at any time after the completion of the specified works, not being works vested in the Canal Company, the Canal Company give notice to the Executive informing them that the state of repair of the specified works appears to be such as prejudicially to affect canal property, the Executive shall, on receipt of such notice, take such steps as may be reasonably necessary to put the specified works in such state of repair as not prejudicially to affect canal property and, if and whenever the Executive fail to do so, the Canal Company may make and do in and upon the land of the Canal Company or of the Executive all such works and things as are requisite to put the specified works in such state of repair as aforesaid and the cost, expenses and losses incurred by the Canal Company in so doing shall be repaid to them by the Executive:
- (13) All temporary structures, erections, works, apparatus and appliances erected or placed by the Executive under the powers of this Act upon, over or under any canal property of the Canal Company shall, as soon as reasonably practicable, be removed by the Executive at times to be agreed with, and to the reasonable satisfaction of the engineer and in such a way as to cause as little damage to canal property and as little interference with, or delay or interruption to, the traffic on the canals, railways, roads, bridges, culverts or land of the Canal Company as may be; and if any damage to canal property or such interference, delay or interruption is caused by any such failure to remove any such temporary structures, erections, works, apparatus or appliances, the Executive shall forthwith make good such damage and pay to the Canal Company the costs and expenses to which they may be put and compensation for any loss which they may sustain by reason of such damage, interference, delay or interruption:
- (14) If it is necessary for the protection and safety of canal property for the Canal Company to purchase any minerals for the support of such property or to pay compensation for any minerals to be left unworked for the support thereof and the specified works also derive support from such minerals, the Executive shall repay to the Canal Company a proportion of the amount paid by the Canal Company for or in respect of such minerals and the costs and expenses incurred by the Canal Company in relation to any such purchase or payment of compensation:
- (15) Before providing any illumination or illuminated traffic sign on or in connection with the specified works or in the vicinity of any canals, railways, roads, bridges, culverts or lands of the Canal Company, the Executive shall consult with the Canal Company and comply with their reasonable requirements in regard thereto with a view to ensuring that such illumination or illuminated sign could not be confused with any other light

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used for controlling, directing or securing the safety of traffic on the canals, railways, roads, bridges, culverts or lands:

- (16) Any additional expense which the Canal Company may reasonably incur after giving 56 days' notice to the Executive in widening, altering, reconstructing or maintaining canals, railways, roads, bridges, culverts, pipelines, land or canal property under any powers existing at the passing of this Act by reason of the existence of the specified works shall be repaid by the Executive to the Canal Company:
- (17) The Executive shall be responsible for and make good to the canal Company all costs, charges, damages and expenses not otherwise provided for in this section which may be occasioned to or reasonably incurred by the Canal Company—
- (a) by reason of the specified works or the failure thereof; or
 - (b) by reason of any act or omission of the Executive or of any persons in their employ or of their contractors or others whilst engaged upon the specified works;

and the Executive shall effectively indemnify and hold harmless the Canal Company from and against all charges, claims, demands, expenses and liabilities arising out of or in connection with the specified works or any such failure, act or omission as aforesaid and the fact that any act or thing may have been done by the Canal Company on behalf of the Executive 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 Canal Company or of any person in their employ or of their contractors or agents) excuse the Executive from any liability under the provisions of this section:

Provided that the Canal Company shall give to the Executive reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of the Executive:

- (18) Any difference arising between the Executive and the Canal Company under this section (other than a difference as to the meaning or construction of this section) shall be referred to and settled by arbitration in the manner provided by section 47 of the Greater Manchester (Light Rapid Transit System) Act 1988.