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SCHEDULES

SCHEDULE 1

Section 6.

THE AUTHORISED WORKS

Note: In the following descriptions:—

“the South Western Railway” means the former London and South Western Railway (London to Southampton);

“the Wimbledon Railway” means the Wimbledon to West Croydon Railway;

“the Sutton Railway” means the Streatham Junction to Sutton Railway;

“the West Croydon Railway” means the West Croydon to Epsom Railway;

“the Brighton Railway” means the former London Brighton and South Coast Railway (London to Brighton);

“the former Selsdon Railway” means that part of the former Woodside and South Croydon Railway between Woodside Junction and Selsdon;

“the Mid Kent Railway” means that part of the former South Eastern Railway (Mid Kent Line) between Lewisham and Hayes;

“the Addiscombe Railway” means that part of the former South Eastern Railway (Mid Kent Line) between Elmers End and Addiscombe;

“the Norwood Spur” means the Victoria to Beckenham Junction (via Crystal Palace) Railway.

PART I

DESCRIPTION OF WORKS SPECIFICALLY AUTHORISED

In the London boroughs of Merton, Sutton and Croydon—

Work No. 1 A railway (9,307 metres in length) commencing at a point 100 metres west of the junction of Hartfield Crescent with Hartfield Road, passing south-eastwards along the course of the Wimbledon Railway, passing over the River Wandle by means of the existing bridges, passing beneath the existing bridge carrying Carshalton Road over the Sutton and Wimbledon Railways, then passing to the south of Mitcham Junction Station, passing over the Sutton Railway including a new bridge over that railway, then rejoining the course of the Wimbledon Railway, passing over the West Croydon Railway including a bridge over that railway, passing north-eastwards along the north-western side of Waddon New Road, then along that road from a point 30 metres north-east of the junction of that road with Lower Church Street to the junction of Waddon New Road and Cairo New Road, then passing south-eastwards along the course of that road and terminating at a point 115 metres north-west of the junction of that road with Reeves Corner.

In the London borough of Merton—

Work No. 1A A footbridge (63 metres in length) commencing at a point 125 metres south of the junction of Wimbledon Bridge with St George’s Road, passing south-eastwards and southwards over the South Western Railway, and terminating at a point 95 metres west of the junction of Hartfield Crescent with Hartfield Road;

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Work No. 1B A footpath (82 metres in length) commencing at a point 360 metres east of the bridge carrying Carshalton Road over the Sutton and Wimbledon Railways, passing south-westwards, then southwards by means of a subway beneath Work No. 1, then eastwards, and terminating at a point 46 metres south of its commencement.

In the London borough of Croydon—

Work No. 1C A footbridge (63 metres in length) commencing at a point 50 metres north-west of the junction of Ridge's Yard with Waddon New Road passing south-eastwards beneath the bridge carrying Work No. 1, then southwards, then eastwards over the West Croydon Railway, then northwards and terminating at a point 20 metres north of that junction;

Work No. 1D A new street (89 metres in length) forming a diversion of part of the carriageway of Waddon New Road and Cairo New Road, commencing at a point 30 metres north-east of the junction of Waddon New Road with Lower Church Street, passing eastwards beneath the existing bridge carrying Roman Way then southwards and terminating at a point 110 metres north-west of the junction of Cairo New Road with Reeves Corner.

In the London borough of Sutton—

Work No. 2 A railway (545 metres in length) commencing by a junction with Work No. 1 at a point 535 metres north-west of the footbridge carrying Therapia Lane over the Wimbledon Railway, passing eastwards and south-eastwards and terminating by a junction with Work No. 1 at a point 2 metres east of that footbridge forming, with sidings, a depot for Tramlink;

Work No. 2A A railway (497 metres in length) commencing by a junction with Work No. 1 at a point 535 metres north-west of the footbridge carrying Therapia Lane over the Wimbledon Railway, passing south-eastwards and terminating by a junction with Work No. 1 at a point 40 metres west of that footbridge forming, with sidings, a depot for Tramlink with access provided by means of a new service road from Endeavour Way.

In the London borough of Croydon—

Work No. 3 A railway (1,941 metres in length) commencing by a junction with Work No. 1 at its termination, forming double lines of tramway (92 metres in length) passing southwards along Cairo New Road, a single line of tramway (720 metres in length) passing south-eastwards along that road, south-eastwards along Reeves Corner, south-eastwards and eastwards along Church Street, eastwards along Crown Hill, and eastwards along George Street and passing over the Croydon Underpass by means of the existing bridge, double lines of tramway (188 metres in length) passing eastwards along George Street, triple lines of tramway (92 metres in length) passing eastwards along that street and passing over the Brighton Railway by means of the existing bridge, a single line of tramway (165 metres in length) passing eastwards along Addiscombe Road, double lines of tramway (684 metres in length) passing eastwards along that road and terminating at a point 60 metres east of the junction of that road with Chepstow Road;

Work No. 3A A railway (216 metres in length) commencing by a junction with Work No. 3 at the junction of George Street with Addiscombe Road, forming a single line of tramway, passing south-eastwards, eastwards, northwards and eastwards along Addiscombe Road and terminating by a junction with Work No. 3 at the junction of that road with Colson Road;

Work No. 3B A railway (39 metres in length) commencing by a junction with Work No. 3 at a point 15 metres east of the junction of Cherry Orchard Road with Addiscombe Road, forming a single line of tramway, passing south-eastwards and southwards along that road and terminating by a junction with Work No. 3A at a point 40 metres south-west of the junction of that road with Colson Road;

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Work No. 3C A widening of Addiscombe Road on its southern side between its junction with Leyburn Gardens and a point 75 metres east of that junction;

Work No. 4 A railway (1,465 metres in length) commencing by a junction with Work No. 3 at a point 35 metres west of the junction of Tamworth Road with Reeves Corner, forming a single line of tramway, passing eastwards along Cairo New Road, north-eastwards along Tamworth Road and Station Road, southwards along Wellesley Road and eastwards along George Street and terminating by a junction with Work No. 3 at a point 45 metres east of the junction of Wellesley Road with George Street;

Work No. 4A A widening of Tamworth Road on its north-western side between a point 85 metres south of its junction with Drayton Road and that junction;

Work No. 4B A widening of Station Road on its north-western side between a point 90 metres south-west of its junction with Wellesley Road and that junction;

Work No. 4C A subway (23 metres in length) commencing at a point 5 metres north of the junction of Lansdowne Road with Wellesley Road and passing north-east and north-west and terminating at a point 25 metres north of that junction;

Work No. 5 A railway (47 metres in length) commencing by a junction with Work No. 3 at a point 20 metres south-east of the junction of Tamworth Road with Reeves Corner, forming a single line of tramway, passing northwards along Reeves Corner and Tamworth Road and terminating by a junction with Work No. 4 at a point 3.30 metres north-east of the junction of Tamworth Road with Reeves Corner;

Work No. 6 A railway (46 metres in length) commencing by a junction with Work No. 3 at a point 15 metres west of the junction of Wellesley Road with George Street, forming a single line of tramway, passing eastwards along George Street and passing over the Croydon Underpass by means of the existing bridge, passing northwards along Wellesley Road and terminating by a junction with Work No. 3 at a point 30 metres north of the junction of Wellesley Road with George Street.

In the London boroughs of Croydon and Bromley—

Work No. 7 A railway (6,970 metres in length) commencing by a junction with Work No. 3 at its termination, passing eastwards on the southern side of Addiscombe Road, northwards along the course of the former Selsdon Railway, north-eastwards along the course of the Addiscombe Railway, north-westwards and north-eastwards through South Norwood Country Park, north-westwards on the south-western side of Beckenham Crematorium, north-eastwards and eastwards along the course of the Norwood Spur passing over the Mid Kent Railway by means of the existing bridge and terminating at a point 90 metres north-west of the junction of Southend Road with Rectory Road.

In the London borough of Croydon—

Work No. 7A A new street (62 metres in length) forming a diversion of part of the carriageway of Woodbury Close, crossing Work No. 7 on the level, commencing at a point 10 metres west of the junction of Woodbury Close with Addiscombe Road, passing southwards on the western side of Woodbury Close and terminating at a point 65 metres south of that junction.

In the London boroughs of Croydon and Bromley—

Work No. 8 A railway (896 metres in length) commencing by a junction with Work No. 7 at a point 260 metres north-east of the junction of Albert Road with Estcourt Road, passing north-eastwards along the course of the Addiscombe Railway, and terminating at a point 110 metres west of the junction of Station Estate with Elmers End Road.

In the London borough of Croydon—

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Work No. 9 A railway (2,300 metres in length) commencing by a junction with Work No. 7 at a point 85 metres south-west of the junction of Sandilands with Addiscombe Road passing southwards along the course of the former Selsdon Railway, partly in existing tunnels (Radcliffe Tunnel, Park Hill Tunnel and Coombe Road Tunnel) and passing over the Fairfield Path (FP 595) including a new bridge over that footpath then eastwards along the north side of Coombe Road and terminating at a point 35 metres north-east of the junction of Oaks Road with Coombe Road;

Work No. 10 A railway (1,552 metres in length) commencing by a junction with Work No. 9 at its termination, passing eastwards, south-eastwards and eastwards on the northern side of Coombe Lane and Sunken Road, then south-eastwards, partly in tunnel, passing beneath the junction of Coombe Lane with Gravel Hill and Shirley Hills Road, south-eastwards on the southern side of Gravel Hill and terminating at a point 120 metres west of the junction of Abbots Green with Gravel Hill;

Work No. 11 A railway (2,100 metres in length) commencing by a junction with Work No. 10 at its termination, passing eastwards on the southern side then the northern side of Gravel Hill, north-eastwards on the western side then the central reserve of Kent Gate Way, south-eastwards on the south-western side of Lodge Lane and terminating at a point 20 metres west of the junction of Field Way with Lodge Lane including the provision of a bus interchange;

Work No. 12 A railway (1,553 metres in length) commencing by a junction with Work No. 11 at its termination, passing south-eastwards on the south-western side of Lodge Lane, along the central reserve of Parkway and on the south-western side of Central Parade and terminating at a point 240 metres south-east of the junction of Parkway with Central Parade.

PART II

DESCRIPTION OF FURTHER WORKS AND POWERS

In the London borough of Merton—

- (i) Stop up and discontinue so much of the footpath at Mitcham Golf Course as lies between the points marked A, B, C and D on the deposited plans.

In the London borough of Croydon—

- (ii) Stop up and discontinue the footbridge adjoining Vicarage Road between the points marked A, B, C and D on the deposited plans, substituting therefor a new level crossing between the points so marked A and E;
- (iii) Stop up and discontinue the footbridge adjoining Waddon New Road between the points marked F, G and H, and G and J on the deposited plans;
- (iv) Stop up and discontinue so much of Waddon New Road and Cairo New Road as lies within the limits of deviation of Work No. 1D;
- (v) Set back so much of the kerb line on the south-western side of Cairo New Road as lies between the points marked A1 and A2 on the deposited plans;
- (vi) Set back so much of the kerb line on the northern side of Church Street as lies—
 - (a) between the points marked H1 and H2 on the deposited plans;
 - (b) between the points so marked J1 and J2;
- (vii) Set back so much of the kerb line on the northern side of Crown Hill as lies between the points marked K1 and K2 on the deposited plans;
- (viii) Stop up and discontinue Surrey Street at the point marked K on the deposited plans;

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- (ix) Stop up and discontinue so much of Crown Hill as lies between the points marked L and M on the deposited plans;
- (x) Set back so much of the kerb line on the northern side of George Street as lies between the points marked M1 and M2 on the deposited plans;
- (xi) Narrow and stop up—
 - (a) so much of the northern side of George Street as lies between the points marked N1 and N2 on the deposited plans;
 - (b) so much of the southern side of George Street as lies between the points marked P1 and P2 on the deposited plans;
- (xii) Stop up and discontinue so much of College Road as lies between the points marked N and P on the deposited plans;
- (xiii) Set back so much of the kerb line—
 - (a) on the southern side of George Street as lies between the points marked Q1 and Q2 on the deposited plans;
 - (b) on the northern side of George Street as lies between the points marked S1 and S2 on the deposited plans;
- (xiv) Narrow and stop up so much of George Street as lies between the points marked R1, R2, R3, R4, R5 and R6 on the deposited plans;
- (xv) Set back so much of the footway and kerb line on the southern side of Addiscombe Road as lies between the points marked U1 and U2 on the deposited plans;
- (xvi) Stop up and discontinue so much of Lebanon Road as lies between the points marked Q and R on the deposited plans;
- (xvii) Set back so much of the kerb line on the southern side of Addiscombe Road as lies between the points marked T1 and T2 on the deposited plans;
- (xviii) Set back so much of the footway and kerb line on the western side of Tamworth Road as lies between the points marked B1 and B2 on the deposited plans;
- (xix) Set back so much of the kerb line on the western side of Tamworth Road as lies between the points marked C1 and C2 on the deposited plans;
- (xx) Narrow and stop up so much of the western side of Station Road as lies between the points marked D1 and D2 on the deposited plans;
- (xxi) Set back so much of the footway and kerb line on the north-western side of Station Road as lies between the points marked E1 and E2 on the deposited plans;
- (xxii) Narrow and stop up—
 - (a) so much of the western side of the southbound carriageway of Wellesley Road as lies between the points marked F1, F2 and F3 on the deposited plans;
 - (b) so much of the eastern side of the northbound carriageway of Wellesley Road as lies between the points marked F4 and F5 on the deposited plans;
- (xxiii) Stop up and discontinue so much of the pedestrian subway beneath Wellesley Road as lies within the limits of deviation of Work No. 4C;
- (xxiv) Set back so much of the kerb line on the eastern side of Wellesley Road as lies between the points marked G1 and G2 on the deposited plans;
- (xxv) Set back so much of the kerb line on the eastern side of Wellesley Road and the northern side of George Street as lies between the points marked L1 and L2 on the deposited plans;
- (xxvi) Stop up and discontinue so much of Woodbury Close as lies within the limits of deviation of Work No. 7A;
- (xxvii) Stop up and discontinue the footpath (No. PRW71) between the points marked S and V on the deposited plans, substituting therefor a new footpath between the points so marked S, T, U and V.

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In the London borough of Bromley—

- (xxviii) Stop up and discontinue the footpath (No. PRW71) between the points marked A and B on the deposited plans, substituting therefor a new footpath between the points so marked A, C and D;
- (xxix) Narrow and stop up so much of the northern side of Rectory Road as lies between the points marked E, F, G and H on the deposited plans.

In the London borough of Croydon—

- (xxx) Stop up and discontinue the footpath between the points marked W and X on the deposited plans, substituting therefor a new footpath between the points so marked W and Y;
- (xxxi) Stop up and discontinue the cycle way between the points marked Y1 and Y2 on the deposited plans, substituting therefor a new cycle way between the points so marked Z1 and Z2.

SCHEDULE 2

Section 10.

RAILWAY CROSSINGS IN STREETS

In the London borough of Merton—

Dundonald Road/Hartfield Crescent
Kingston Road

In the London boroughs of Merton and Sutton—

Beddington Lane

In the London borough of Croydon—

Substituted footpath between Vicarage Road and Wandle Park
Woodbury Close
Bingham Road
Lower Addiscombe Road
Substituted part of footpath between the rear of Macclesfield Road and Elmers End Station
Larcombe Close
Lloyd Park Avenue
Oaks Road
Sunken Road
Gravel Hill
Kent Gate Way
Roundabout (King Henry's Drive)
Parkway (Link Road No. 1)
Parkway (Link Road No. 2)
Parkway (Link Road No. 3)
Parkway

In the London borough of Bromley—

Footpath between Elmers End Station and Harrington Road

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SCHEDULE 3

Section 28.

LANDS TO BE ACQUIRED OR USED

PART I

LANDS OUTSIDE LIMITS OF DEVIATION WHICH MAY BE ACQUIRED OR USED

Location	Lands numbered on the deposited plans	Purpose
(1)	(2)	(3)
<i>In the London borough of Merton</i>		
Land at Wimbledon railway station.	1, 2, 3, 4, 5, 6 and 8	For the provision of station access.
Wimbledon Bridge and adjoining land.	7 and 9	For the provision of station access and access for construction purposes.
Hartfield Crescent and adjoining land, Wimbledon.	12, 13 and 18	For the provision of a working site and access for construction purposes and station access.
Land at the rear of Saxonbury Close.	41	For the provision of station access and access for construction purposes.
Willow Lane and adjoining land.	54 and 56	For the provision of a working site for construction purposes.
Carshalton Road and adjoining land.	58 and 59	For the provision of access for construction purposes.
<i>In the London borough of Sutton</i>		
Endeavour Way and adjoining land.	9 and 10	For the provision of access for construction purposes and for access to intended depot.
<i>In the London borough of Croydon</i>		
Land at Wandle Park.	7A	For the provision of a working site for construction purposes.
Cuthbert Road and adjoining land.	10A and 11	For the provision of access for construction purposes.
Land adjoining Drummond Road.	19	For the provision of a working site for construction purposes.

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Location (1)	Lands numbered on the deposited plans (2)	Purpose (3)
London Road and adjoining land.	23 and 24	For the provision of a working site for construction purposes.
Land adjoining Station Road.	25	For the provision of a working site for construction purposes, station access and landscaping.
Lansdowne Road and Dingwall Road and adjoining land.	31 and 32	For the provision of a working site for construction purposes.
Land adjoining Addiscombe Road, Lebanon Road.	33A, 33D and 33E	For the provision of remedial works.
Lebanon Road and adjoining land.	33B and 33C	For the provision of station access, turning area and landscaping.
Land adjoining Addiscombe Road.	34	For the provision of a working site for construction purposes.
Blackhorse Lane and adjoining land.	65A and 66	For the provision of station access and access for construction purposes.
Land adjoining Macclesfield Road.	74	For the provision of station access.
Albert Road and adjoining land.	76A and 77	For the provision of a working site for construction purposes.
Harrington Road and adjoining land.	79A and 80	For the provision of access for construction purposes.
Gravel Hill and adjoining land.	117A	For the provision of station access and access for construction purposes.

PART II

LANDS OF WHICH TEMPORARY POSSESSION ONLY MAY BE TAKEN

Area (1)	Lands numbered on the deposited plans (2)
In the London borough of Merton	54, 56, 58 and 59

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Area (1)	Lands numbered on the deposited plans (2)
In the London borough of Croydon	7A, 10A, 11, 19, 23, 24, 31, 32, 34, 76A, 77, 79A and 80

SCHEDULE 4

Section 30.

ADAPTATION OF PART I OF THE COMPULSORY PURCHASE ACT 1965

1 For section 7 of the Act of 1965 (measure of compensation) there shall be substituted the following:—

“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.”.

2 For section 8 (1) of the Act of 1965 (protection for vendor against severance of house, garden, etc.) there shall be substituted the following:—

“(1) No person shall be required to grant any right over part only—

- (a) of any house, building or factory; or
- (b) of a park or garden belonging to a house;

if he is willing to sell the whole of the house, building, factory, park or garden, unless the Lands Tribunal determine that—

- (i) in the case of a house, building or factory, the part over which the right is proposed to be acquired can be made subject to that right without material detriment to the house, building or factory; or
- (ii) in the case of a park or garden, the part over which the right is proposed to be acquired can be made subject to that right without seriously affecting the amenity or convenience of the house;

and, if the Lands Tribunal so determine, the tribunal shall award compensation in respect of any loss due to the acquisition of the right, in addition to its value; and thereupon the party interested shall be required to grant to the acquiring authority that right over that part of the house, building, factory, park or garden.

(1A) In considering the extent of any material detriment to a house, building or factory, or any extent to which the amenity or convenience of a house is affected, the Lands Tribunal shall have regard not only to the right which is to be acquired over the land, but also to any adjoining or adjacent land belonging to the same owner and subject to compulsory purchase.”.

3 The following provisions of the Act of 1965 (being provisions stating the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land):—

section 9 (4) (refusal by owners to convey);

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paragraph 10 (3) of Schedule 1 (owners under incapacity);
paragraph 2 (3) of Schedule 2 (absent and untraced owners); and
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.

4 Section 11 of the Act of 1965 (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 sheriff's warrant in the event of obstruction) shall be modified correspondingly.

5 Section 20 of the Act of 1965 (protection for interests of tenants at will etc.) shall apply with the modifications necessary to secure that persons with such interests 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 Act of the interests, 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.

6 Section 22 of the Act of 1965 (protection of acquiring authority's possession of land where by inadvertence an interest in the land has not been purchased) shall be so modified as to enable the Corporation, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right in question, subject to compliance with that section as respects compensation.

SCHEDULE 5

Section 57.

PROTECTIVE PROVISIONS

FOR PROTECTION OF HIGHWAY AUTHORITIES

1 For the protection of highway authorities the following provisions shall, unless otherwise agreed in writing between the Corporation and the relevant highway authority, have effect:—

(1) In this paragraph—

“highway” means any highway vested in or repairable or maintainable by a highway authority;

“specified works” means so much of the authorised works as may in any way affect any highway:

(2) Notwithstanding anything in this Act or shown on the deposited plans, the Corporation shall not purchase compulsorily any estate or interest in land vested in a highway authority for highway purposes but they may purchase such easements or other rights in land of a highway authority in accordance with the provisions of section 30 (Power to acquire new rights) of this Act as they may reasonably require for the purposes of the specified works:

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- (3) The Corporation shall give to the highway authority not less than 28 days' notice in writing of their intention permanently to stop up and discontinue any highway under the powers of this Act:
- (4) The Corporation shall not exercise the powers of section 23 (Underpinning of houses near works) of this Act, so as to interfere with any highway except with the consent of the highway authority, which consent shall not be unreasonably withheld or delayed:
- (5) Before commencing the construction of any of the specified works, the Corporation shall submit plans, sections and particulars relating thereto to the relevant highway authority for their approval, which shall not be unreasonably withheld, and, notwithstanding anything shown on the deposited plans and the deposited sections, the work to which those plans, sections and particulars relate shall not be constructed otherwise than in accordance with such plans, sections and particulars as may be approved by the highway authority, or, if such approval be refused, as may be settled by arbitration:

Provided that, if within 56 days after the submission to them of plans, sections and particulars in accordance with the provisions of this sub-paragraph the highway authority do not signify their approval or disapproval thereof and the grounds for such disapproval, they shall be deemed to have approved thereof:

- (6) (a) Before commencing to construct any part of the specified works which will involve interference with a highway the Corporation shall consult the highway authority as to—
 - (i) when that part shall be commenced;
 - (ii) the extent of the surface of the highway which it may be reasonably necessary for the Corporation to occupy in the construction of that part; and
 - (iii) the conditions under which that part shall be constructed so as to reduce so far as possible inconvenience to the public and to ensure the safety of the public;and such part shall not be constructed and the surface of the highway shall not be occupied by the Corporation except at the time, to the extent and in accordance with such reasonable conditions as may be agreed between the Corporation and the highway authority or, in default of agreement, as may be settled by arbitration;
 - (b) Any such highway shall be reinstated by the Corporation in a manner approved by the highway authority, which approval shall not be unreasonably withheld, and to their reasonable satisfaction:
- (7) Any part of the construction of the specified works which may involve interference with a highway shall be carried out under the supervision (if given) and to the reasonable satisfaction of the highway authority:
 - (8) The Corporation shall, at all reasonable times during the construction of any part of the specified works, afford to the engineer of the relevant highway authority or his duly authorised representatives access to that part of the specified works for the purposes of inspection:
 - (9) The Corporation shall keep highway authorities indemnified against all actions, costs, claims and demands whatsoever brought or made against them by any person in respect of loss or damage caused by, or in consequence of the construction of any of the specified works and the fact that any act or thing may have been done in

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accordance with plans, sections and particulars approved by a highway authority or in accordance with any requirement of a highway authority or under their supervision shall not (if it was done without negligence on the part of the highway authority) excuse the Corporation from liability under the provisions of this paragraph:

Provided that a highway authority shall give to the Corporation reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of the Corporation:

- (10) The Corporation shall repay to a highway authority all costs, charges and expenses reasonably incurred by the highway authority for the examination of the plans, sections and particulars submitted to the highway authority under this paragraph in relation to any of the specified works:
- (11) Any differences arising between the Corporation and a highway authority under this paragraph shall be referred to and settled by arbitration.

FOR PROTECTION OF ELECTRICITY, GAS AND WATER UNDERTAKERS

2 For the protection of the several undertakers referred to in this paragraph, the following provisions shall, unless otherwise agreed in writing between the Corporation and the undertakers concerned, have effect:—

- (1) In this paragraph—
 - “adequate alternative apparatus” means alternative apparatus adequate to enable the undertakers to fulfil their statutory functions in a manner not less efficient than previously;
 - “apparatus” means—
 - (a) in the case of electricity undertakers, electric lines or electrical plant (as defined in the Electricity Act 1989) belonging to or maintained by such undertakers; or
 - (b) in the case of gas or water undertakers, any mains, pipes or other apparatus belonging to or maintained by such undertakers; and includes any building, structure or works for the lodging therein of apparatus;
 - “functions” includes powers and duties;
 - “in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land;
 - “the undertakers” means a licence holder under Part I of the Electricity Act 1989, a public gas supplier within the meaning of Part I of the Gas Act 1986 or a water undertaker within the meaning of the Water Industry Act 1991 or any of such bodies; and, in relation to any apparatus, means the undertakers to whom it belongs or by whom it is maintained:
- (2) Notwithstanding the temporary stopping up or diversion of any street under section 18 (Temporary stoppage of streets) of this Act, the undertakers shall be at liberty at all times to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable them to inspect, repair, maintain, renew, remove or use any apparatus which at the time of the stopping up or diversion was in that street:
- (3) The Corporation, in the case of the powers conferred by section 23 (Underpinning of houses near works) of this Act, shall, so far as is reasonably practicable, so exercise those powers as not to obstruct or render less convenient the access to any apparatus

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and, if by reason of the exercise of those powers any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of the undertakers or any interruption in the supply of electricity, gas or water, as the case may be, by the undertakers shall be caused, the Corporation shall bear and pay the cost reasonably incurred by the undertakers in making good such damage or restoring the supply; and shall—

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

by reason or in consequence of any such damage or interruption:

Provided that—

- (i) nothing in this sub-paragraph shall impose any liability on the Corporation with respect to any damage or interruption to the extent that such damage or interruption may be attributable to the act, neglect or default of the undertakers or their contractors or workmen;
- (ii) the undertakers shall give to the Corporation reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of the Corporation:

- (4) Notwithstanding anything in section 24 (Use of sewers, etc., for removing water) of this Act, no use shall be made by the Corporation in the construction of the works of pumping or other like modes of removing water except where reasonably necessary or in case of emergency or unforeseen accident or for the purpose of removing rainwater or other small amounts of water:
- (5) Notwithstanding anything in this Act or shown on the deposited plans the Corporation shall not acquire any apparatus under the powers of this Act otherwise than by agreement:
- (6) If the Corporation, in the exercise of the powers of this Act, acquire any interest in any land in which any apparatus is placed, that apparatus shall not be removed under this paragraph and any right of the undertakers to maintain, repair, renew or inspect that apparatus in that land shall not be extinguished until adequate alternative apparatus shall have been constructed and be in operation to the reasonable satisfaction of the undertakers:
- (7) If the Corporation, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Act, require the removal of any apparatus placed in that land, and shall give to the undertakers written notice of such requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed so as to provide adequate alternative apparatus in lieu of the apparatus to be removed, or, if in consequence of the exercise of any of the powers of this Act the undertakers shall reasonably require to remove any apparatus, the Corporation shall afford to the undertakers the necessary facilities and rights for the construction of such alternative apparatus in other land of the Corporation and thereafter for the maintenance, repair, renewal and inspection of such apparatus:

Provided that, if the alternative apparatus or any part thereof is to be constructed elsewhere than in other land of the Corporation, or the Corporation are unable to afford such facilities and rights as aforesaid in the land in which the alternative

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apparatus or such part thereof is to be constructed, the undertakers shall, on receipt of a written notice to that effect from the Corporation, forthwith use their best endeavours to obtain the necessary facilities and rights in such last-mentioned land:

- (8) (a) Any alternative apparatus to be constructed in land of the Corporation under this paragraph shall be constructed in such manner and in such line or situation as may be agreed between the undertakers and the Corporation or in default of agreement determined by arbitration;
- (b) The undertakers shall, after the alternative apparatus to be provided or constructed shall have been agreed or determined by arbitration as aforesaid and after the grant to the undertakers of any such facilities and rights as are referred to in sub-paragraph (7) above, proceed with all reasonable dispatch to construct and bring into operation the alternative apparatus and thereafter to remove any apparatus required by the Corporation to be removed under the provisions of this paragraph:
- (9) Notwithstanding anything in sub-paragraph (8) above, if the Corporation give notice in writing to the undertakers that they desire themselves to execute any part of so much of the work necessary in connection with the construction of the alternative apparatus, or the removal of the apparatus required to be removed, as will be situate in any land of the Corporation, such work, in lieu of being executed by the undertakers, shall be executed by the Corporation with all reasonable dispatch under the superintendence, if given, and to the reasonable satisfaction of the undertakers:

Provided that nothing in this sub-paragraph shall authorise the Corporation to execute the actual placing, installation, bedding, packing, removal connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 300 millimetres of the apparatus:

- (10) Where, in accordance with the provisions of this paragraph, the Corporation afford to the undertakers facilities and rights for the construction, maintenance, repair, renewal and inspection in land of the Corporation 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 the Corporation and the undertakers or in default of agreement determined by arbitration:

Provided that—

- (a) in determining such terms and conditions as aforesaid in respect of alternative apparatus to be constructed in or along any railways of the Corporation, the arbitrator shall—
- (i) give effect to all reasonable requirements of the Corporation for ensuring the safety and efficient operation of the railway and for securing any subsequent alterations or adaptations of the alternative apparatus which may be required to prevent interference with any proposed works of the Corporation or the traffic on the railway; and
- (ii) so far as it may be reasonable and practicable to do so in the circumstances of the particular case, give effect to the terms and conditions applicable to the apparatus, if any, constructed in or along the railway for which the alternative apparatus is to be substituted;
- (b) if the facilities and rights to be afforded by the Corporation in respect of any alternative apparatus and the terms and conditions subject to which the same are to be granted are in the opinion of the arbitrator less favourable on the whole to the undertakers than the facilities and rights enjoyed by them in respect of the apparatus to be removed and the terms and conditions to which

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those facilities and rights are subject, the arbitrator shall make such provision for the payment of compensation by the Corporation to the undertakers in respect thereof as appear to him to be reasonable having regard to all the circumstances of the particular case:

- (11) (a) Not less than 28 days before commencing to execute any such works as are referred to in sub-paragraph (7) above and are near to or will or may affect any apparatus the removal of which has not been required by the Corporation under the said sub-paragraph (7), the Corporation shall submit to the undertakers a plan, section and description of the works to be executed;
- (b) Such works shall be executed only in accordance with the plan, section and description submitted as aforesaid and in accordance with such reasonable requirements as may be made by the undertakers for the alteration or otherwise for the protection of the apparatus or for securing access thereto and the undertakers shall be entitled by their officer to watch and inspect the execution of such works:

Provided that—

- (i) if the undertakers within 14 days after the submission to them of any such plan, section and description, in consequence of the works proposed by the Corporation, reasonably require the removal of any apparatus and give written notice to the Corporation of such requirement, the foregoing provisions of this paragraph shall have effect as if the removal of such apparatus had been required by the Corporation under the said sub-paragraph (7);
- (ii) nothing in sub-paragraph (11)(b) shall preclude the Corporation from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any such works, a new plan, section and description thereof in lieu of the plan, section and description previously submitted, and thereupon the provisions of sub-paragraph (11)(b) shall apply to and in respect of such new plan, section and description;
- (c) The Corporation shall not be required to comply with sub-paragraph (11) (a) above in a case of emergency but in such a case they shall give to the undertakers notice as soon as reasonably practicable and a plan, section and description of the works as soon as reasonably practicable thereafter and shall comply with sub-paragraph (11)(b) above so far as reasonably practicable in the circumstances:
- (12) Where, in consequence of this Act, any part of any highway in which any apparatus is situate ceases to be part of a highway the undertakers may exercise the same rights of access to such apparatus as they enjoyed immediately before the passing of this Act, but nothing in this sub-paragraph shall prejudice or affect any right of the Corporation or of the undertakers to require removal of such apparatus under this paragraph or the power of the Corporation to execute works in accordance with sub-paragraph (11) above:
- (13) Subject to sub-paragraph (14) below the Corporation shall pay to the undertakers the costs, charges and expenses reasonably incurred by the undertakers in or in connection with the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in sub-paragraph (7) above, less the value of any apparatus removed under the provisions of this paragraph (such

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value being calculated after removal) and shall also make compensation to the undertakers—

- (a) for any damage caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal in accordance with the provisions of this paragraph); and
- (b) for any other expenses, loss, damages, penalty or costs incurred by the undertakers;

in consequence of the execution, maintenance, use or failure of any such works or otherwise in consequence of the exercise by the Corporation of the powers of this Act:

- (14) If in pursuance of the provisions of this paragraph—
- (a) alternative apparatus of better type, or greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, or smaller capacity or of smaller dimensions, except where this has been solely due to using the nearest currently available type, capacity or dimension, or
 - (b) apparatus (whether existing apparatus or alternative 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 the Corporation, or, in default of agreement, is not determined by arbitration to be necessary, then, if it involves cost in the execution of works under sub-paragraphs (8) and (9) 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 undertakers by virtue of sub-paragraph (13) above shall be reduced by the amount of that excess:
- (15) For the purposes of sub-paragraph (14) 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, 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:
- (16) An amount which apart from this sub-paragraph would be payable to the undertakers in respect of works by virtue of sub-paragraph (13) above (and having regard, where relevant, to sub-paragraph (14) above) shall, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7½ years earlier so as to confer on the undertakers 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 reissued from time to time:
- (17) Where, in consequence of the stopping up of any highway under the powers of this Act, any apparatus belonging to the undertakers and laid or placed in such highway or elsewhere is rendered derelict or unnecessary, the Corporation shall pay to the undertakers the then value of such apparatus (which shall thereupon become the property of the Corporation) and the reasonable costs of and incidental to the cutting off of such apparatus from any other apparatus, and of and incidental to the execution

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or doing of any works or things rendered necessary or expedient by reason of such apparatus being so rendered derelict or unnecessary:

Provided that the Corporation shall not under the provisions of this sub-paragraph be required to pay to the undertakers the value of any apparatus rendered derelict or unnecessary if, to the reasonable satisfaction of the undertakers, other apparatus has at the expense of the Corporation been provided and laid and made ready for use in substitution for the apparatus so rendered derelict or unnecessary:

- (18) Any difference arising between the Corporation and the undertakers under this paragraph shall be determined by arbitration:
- (19) Nothing in this paragraph shall be deemed to prejudice or affect the provisions of any enactment or agreement regulating the relations between the Corporation and the undertakers in respect of any apparatus laid or erected in land belonging to the Corporation at the date of the passing of this Act:
- (20) Nothing in this paragraph shall apply—
- (a) in relation to street works (within the meaning of Part III of the New Roads and Street Works Act 1991) executed by the Corporation; or
 - (b) in relation to apparatus in respect of which the relations between the Corporation and the undertakers are regulated by that Part of the Act.

FOR PROTECTION OF THAMES WATER UTILITIES LIMITED

3 For the protection of Thames Water Utilities Limited (hereinafter called “the sewerage undertakers”) the following provisions shall, unless otherwise agreed in writing between the Corporation and the sewerage undertakers, have effect:—

- (1) In this paragraph—
- “construction” includes execution, placing and altering and, in relation to temporary works, includes removal and “construct” and “constructed” shall be construed accordingly;
 - “new, altered or substituted works” includes any works required for the protection of any sewer;
 - “sewer” means a sewer or part of a sewer, including a public sewer, within the meaning of the Water Industry Act 1991 and includes any manholes, ventilating shafts, pumps or other accessories belonging to or forming part of a sewer;
 - “specified work” means so much of the authorised works and of any work (whether temporary or permanent) forming part of, or constructed in connection with, the authorised works, or any of them, as will or may be situated over or within 15 metres measured in any direction of, or (wherever situated) impose any load directly upon, any sewer, and includes the construction, maintenance or renewal of any such works:
- (2) The Corporation shall not commence any specified work until they shall have given to the sewerage undertakers 56 days' previous notice in writing of their intention to commence the same, by leaving such notice at the principal office of the sewerage undertakers with plans as described in sub-paragraph (7) below (in this paragraph referred to as “the said plans”), and until the sewerage undertakers shall have signified their approval of the said plans:

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Provided that such approval shall not be unreasonably withheld and if, within 56 days after the submission of the said plans, the sewerage undertakers have not approved or disapproved them, they shall be deemed to have approved the said plans:

- (3) The Corporation shall comply with and conform to all reasonable orders, directions and regulations of the sewerage undertakers in the construction of any specified work and shall provide new, altered or substituted works in such manner as the sewerage undertakers shall reasonably require for the proper protection of, and for preventing injury or impediment to, a sewer of the sewerage undertakers by reason of any specified work and shall save harmless the sewerage undertakers against all expenses to be occasioned thereby:
- (4) The specified works and all such new, altered or substituted works shall be constructed by or under the direction, superintendence and control of an officer of the sewerage undertakers duly appointed for the purpose at the cost, charge and expense in all respects of the Corporation; and all reasonable costs, charges and expenses to which the sewerage undertakers may be put by reason of such works, whether in the execution thereof, in the preparation or examination of plans or designs or in such direction, superintendence or control as aforesaid shall be paid to the sewerage undertakers by the Corporation on demand:
- (5) When any such new, altered or substituted works or any work of defence connected therewith shall be completed by or at the cost of the Corporation under the provisions of this paragraph, the same shall thereafter be as fully and completely under the direction, jurisdiction and control of the sewerage undertakers as any sewers or works now or hereafter may be:
- (6) Nothing in this Act shall extend to prejudice, diminish, alter or take away any of the rights, powers or authorities vested or to be vested in the sewerage undertakers in relation to sewers but all such rights, powers and authorities shall be as valid and effectual as if this Act had not been passed:
- (7) The plans to be submitted to the sewerage undertakers for the purposes of this paragraph shall be detailed plans, drawings, sections and specifications which shall describe the exact position and manner in which, and the level at which, any specified work is proposed to be constructed and shall accurately describe the position of all sewers of the sewerage undertakers within the limits of deviation (for which purpose the sewerage undertakers shall allow the Corporation access to plans in their possession and, under their supervision, to any of their sewers, in order to enable the Corporation to obtain reliable information) and shall comprise detailed drawings of every alteration which the Corporation may propose to make in any such sewers:
- (8) The sewerage undertakers may require such modifications to be made in the said plans as may be reasonably necessary to secure the sewerage system of the sewerage undertakers against interference or risk of damage and to provide and secure a proper and convenient means of access to the sewers of the sewerage undertakers:
- (9) The Corporation shall indemnify the sewerage undertakers against all claims, demands, costs, expenses, damages or loss which may be made on or against the sewerage undertakers or which the sewerage undertakers may incur or have to pay or which they may sustain in consequence of the construction, maintenance or renewal of a specified work or of the failure or want of repair thereof or any subsidence caused by the construction of any specified work or in consequence of any act or omission

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of the Corporation, their contractors, agents, workmen or servants, whilst engaged upon the specified work:

Provided that—

- (i) the sewerage undertakers shall give to the Corporation reasonable notice of any such claim or demand as aforesaid and no settlement or compromise thereof shall be made without the agreement of the Corporation; and
 - (ii) nothing in this sub-paragraph shall impose any liability on the Corporation with respect to any claim, demand, costs, expenses, damage or loss which is attributable to the act, neglect or default of the sewerage undertakers or their agents, contractors, employees or workmen:
- (10) If, in the construction of any specified work, or any new, altered or substituted works, or any work of defence connected therewith provided in accordance with this paragraph, the Corporation damage or, without the consent of the sewerage undertakers, in any way interfere with any sewer of the sewerage undertakers, the Corporation shall—
- (a) pay to the sewerage undertakers a capitalised sum representing any additional expense which may be expected to be reasonably incurred by the sewerage undertakers in the maintenance, management or renewal of any new, altered or substituted work which may be necessary in consequence of the said construction taking into account any betterment; and
 - (b) give to the sewerage undertakers full, free and uninterrupted access at all times to any such new, altered or substituted work or to any such sewer and every reasonable facility for the inspection, maintenance, alteration and repair thereof:
- (11) Notwithstanding the temporary stopping up or diversion of any street under the powers of section 18 (Temporary stoppage of streets) of this Act, the sewerage undertakers shall be at liberty at all times to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable them to inspect, repair, maintain, renew, remove or use any sewer which at the time of the stopping up or diversion was in that street:
- (12) In the exercise of the powers of section 23 (Underpinning of houses near works) of this Act, the Corporation shall not, so far as reasonably practicable, obstruct or render less convenient the access to any sewer of the sewerage undertakers and, if by reason or in consequence of the exercise of those powers any damage to any sewer (other than a sewer the repair of which is not reasonably necessary in view of its intended removal or abandonment) shall be caused, the Corporation shall bear and pay the cost reasonably incurred by the sewerage undertakers in making good such damage and shall—
- (a) make reasonable compensation to the sewerage undertakers for any loss sustained by them; and
 - (b) indemnify the sewerage undertakers against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by the sewerage undertakers;
- by reason or in consequence of any such damage:

Provided that—

- (i) nothing in this sub-paragraph shall impose any liability on the Corporation with respect to any damage to the extent that such damage may be

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- attributable to the act, neglect or default of the sewerage undertakers or their agents, contractors, employees or workmen;
- (ii) the sewerage undertakers shall give to the Corporation reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of the Corporation:
- (13) (a) If in the construction of any new, altered or substituted works under this paragraph—
- (i) a sewer of better type or greater capacity is placed in substitution for an existing sewer of worse type or smaller capacity, except where this has been solely due to using the nearest currently available type or capacity, or
- (ii) a sewer (whether an existing sewer or a sewer substituted for an existing sewer) is placed at a depth greater than the depth at which the existing sewer was,
- and the placing of a sewer of that type or capacity or the placing of a sewer at that depth, as the case may be, is not agreed by the Corporation, or, in default of agreement, is not determined by arbitration to be necessary, then, if it involves cost in the construction of the new, altered or substituted works exceeding that which would have been involved if the apparatus placed had been of the existing type or capacity, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the sewerage undertakers by virtue of sub-paragraphs (4) and (10) above shall be reduced by the amount of that excess:
- (b) For the purposes of sub-paragraph (13) (a) above an extension of a sewer to a length greater than the length of an existing sewer shall not be treated as a placing of a sewer of greater dimensions than those of the existing sewer:
- (c) An amount which apart from this sub-paragraph would be payable to the sewerage undertakers in respect of any new, altered or substituted works by virtue of sub-paragraphs (4) and (10) above (and having regard, where relevant, to sub-paragraph (13) (a) above) shall, if the works include the placing of a sewer provided in substitution for a sewer placed more than 7½ years earlier so as to confer on the sewerage undertakers any financial benefit by deferment of the time for renewal of the sewer 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 reissued from time to time:
- (14) It shall be lawful for an officer of the sewerage undertakers duly appointed for the purpose at any reasonable time and, if required by the Corporation, under their supervision to enter upon and inspect any specified work or any other works constructed under the powers of this Act, for which purpose the Corporation shall allow to any such officer access over any other works or land of the Corporation:
- (15) The fact that any specified work has been constructed in accordance with a plan approved or not objected to by the sewerage undertakers or to their satisfaction or in accordance with any directions or award of an arbitrator shall not relieve the Corporation from any liability under the provisions of this paragraph:
- (16) As soon as reasonably practicable after the completion of the construction of a specified work the Corporation shall deliver to the sewerage undertakers a plan and

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section showing the position and level of that work as constructed and all new, altered or substituted works provided under this paragraph:

- (17) Any difference arising between the Corporation and the sewerage undertakers under this paragraph shall be referred to and settled by arbitration but the Corporation and the sewerage undertakers shall use their best endeavours to ensure that proceedings before an arbitrator commence in every case within seven days of the Corporation or the sewerage undertakers registering a failure to agree:
- (18) Nothing in this paragraph shall apply—
 - (a) in relation to street works (within the meaning of Part III of the New Roads and Street Works Act 1991) executed by the Corporation; or
 - (b) in relation to apparatus in respect of which the relations between the Corporation and the sewerage undertakers are regulated by that Part of that Act.

FOR PROTECTION OF TELECOMMUNICATIONS OPERATORS

4 For the protection of telecommunications operators the following provisions shall, unless otherwise agreed in writing between the Corporation and the telecommunications operator concerned, have effect:—

- (1) In this paragraph unless the contrary intention appears expressions defined in the Telecommunications Act 1984 have the same meanings as in that Act and—
 - “apparatus” has the same meaning as in Part III of the New Roads and Street Works Act 1991; and
 - “relocation works” means works executed, or apparatus provided, under sub-paragraph (5) below:
- (2) The temporary stopping up or diversion of any street under section 18 (Temporary stoppage of streets) of this Act shall not affect any right of a telecommunications operator under paragraph 9 of the telecommunications code (contained in Schedule 2 to the Telecommunications Act 1984) to inspect, maintain, adjust, repair or alter any apparatus which, at the time of the stopping up or diversion, is in that street:
- (3) Where a street is stopped up, diverted or substituted under section 19 (Stopping up streets without providing substitute) or section 20 (Stopping up streets in case of diversion or substitution) of this Act any telecommunications operator 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 Act had not been passed:
- (4) The Corporation shall give not less than 28 days' notice in writing of their intention to stop up, divert or substitute any street under section 19 (Stopping up streets without providing substitute) or section 20 (Stopping up streets in case of diversion or substitution) of this Act to any telecommunications operator whose apparatus is under, in, upon, over, along or across the street:
- (5) Where a notice under sub-paragraph (4) above has been given, the telecommunications operator may, and if reasonably requested so to do by the Corporation in the notice, shall, as soon as reasonably practicable from the service of the notice—

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- (a) remove the apparatus and place it or other apparatus provided in substitution for it in such other position as the telecommunications operator 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:
- (6) Subject to the following provisions of this paragraph, the Corporation shall pay to any telecommunications operator an amount equal to the cost reasonably incurred by the telecommunications operator in or in connection with—
- (a) the execution of relocation works required in consequence of the stopping up, diversion or substitution of the street, and
 - (b) the doing of any other work or thing rendered necessary by the execution of relocation works:
- (7) If in the course of the execution of relocation works under sub-paragraph (5) above—
- (a) apparatus of better type, or greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, or smaller capacity or of smaller dimensions, except where this has been solely due to using the nearest currently 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 the Corporation, or, in default of agreement, is not determined by arbitration to be necessary, 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 paragraph would be payable to the telecommunications operator by virtue of sub-paragraph (6) above shall be reduced by the amount of that excess.
- (8) For the purposes of sub-paragraph (7) above—
- (a) an extension of apparatus to a length greater than the length of existing apparatus shall not be treated as placing of apparatus of greater dimensions than those of the existing apparatus, 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:
- (9) An amount which apart from this sub-paragraph would be payable to a telecommunications operator in respect of works by virtue of sub-paragraph (6) above (and having regard, where relevant, to sub-paragraph (7) above) shall, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7½ years earlier so as to confer on the telecommunications operator 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 reissued from time to time.

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- (10) Sub-paragraphs (6) to (9) above shall not apply where the authorised works constitute major transport works for the purposes of Part III of the New Roads and Street Works Act 1991, 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 the Corporation and the telecommunications operator in such proportions as may be prescribed by any such regulations.

FOR PROTECTION OF NATIONAL RIVERS AUTHORITY

- 5 For the protection of the National Rivers Authority (in this paragraph referred to as “the river authority”) the following provisions shall, unless otherwise agreed in writing between the Corporation and the rivers authority, have effect;—

- (1) In this paragraph—

“construction” includes execution, placing and altering and, in relation to temporary works, includes removal; and “construct” and “constructed” have corresponding meanings;

“drainage work” means any watercourse and includes any land used for providing flood storage capacity for any watercourse and any bank, wall, embankment or other structure or appliance constructed or used for defence against water;

“plans” includes sections, drawings, specifications and method statements;

“specified work” means so much of any permanent or temporary work or operation authorised by this Act (other than works required in an emergency) as is situated in, on, under, over or within 8 metres of a drainage work; and

“watercourse” has the meaning given in section 72 of the Land Drainage Act 1991;

- (2) (a) Before beginning to construct any specified work, the Corporation shall submit to the rivers authority plans of the work and such further particulars available to them as the rivers authority may reasonably require;
- (b) Any such specified work shall not be constructed except in accordance with such plans as may be approved in writing by the rivers authority, or settled in accordance with sub-paragraph (10) below;
- (c) Any approval of the rivers authority required under this paragraph—
- (i) shall not be unreasonably withheld;
 - (ii) shall be deemed to have been given if it is neither given nor refused in writing and with a statement of the grounds for refusal within two months of the submission of plans for approval;
 - (iii) may be given subject to such reasonable requirements as the rivers authority may impose for the protection of any drainage work or water resources for the prevention of flooding and water pollution and in the discharge of its environmental and recreational duties:
- (3) Without prejudice to the generality of sub-paragraph (2) above, the requirements which the rivers authority may impose under that sub-paragraph include conditions requiring the Corporation at their own expense to construct such protective works

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whether temporary or permanent during the construction of the specified works (including the provision of flood banks, walls or embankments and other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary to safeguard any drainage work against damage or to secure that its efficiency for flood defence purposes is not impaired and that the risk of flooding is not otherwise increased by reason of any specified work:

- (4) Any specified work, and all protective works required by the rivers authority under sub-paragraph (2) above, shall be constructed to the reasonable satisfaction of the rivers authority and the rivers authority shall be entitled by its officer to watch and inspect the construction of such works:
- (5) If by reason of the construction of any specified work the efficiency of any drainage work for flood defence purposes is impaired or that work is damaged, such impairment or damage shall be made good by the Corporation to the reasonable satisfaction of the rivers authority and, if the Corporation fail to do so, the rivers authority may make good the same and recover from the Corporation the expense reasonably incurred by it in so doing:
- (6) The Corporation shall indemnify the rivers authority in respect of all reasonable costs, charges and expenses which the rivers authority may reasonably incur or have to pay or which it may sustain—
 - (a) in the examination or approval of plan under this paragraph;
 - (b) in the inspection of the construction of the specified works or any protective works required by the rivers authority under this paragraph:
- (7) (a) Without prejudice to other provisions of this paragraph the Corporation shall indemnify the rivers authority from all claims, demands, proceedings, costs, damages or expenses or loss which may be made or taken against, or recovered from or incurred by, the rivers authority by reason of—
 - (i) any damage to any drainage work so as to impair its efficiency for the purposes of flood defence; or
 - (ii) any raising of the water table in land adjoining the works or any sewers, drains and watercourses; or
 - (iii) any flooding or increased flooding of any such lands; or
 - (vi) inadequate water quality in any watercourse or other surface waters or in groundwater;

which is caused by the construction of any of the works or any act or omission of the Corporation, their contractors, agents, workmen or servants whilst engaged upon any such work;

 - (b) The rivers authority shall give to the Corporation reasonable notice of any such claim or demand and no settlement or compromise thereof shall be made without the agreement of the Corporation:
- (8) The fact that any work or thing has been executed or done in accordance with a plan approved or deemed to be approved by the rivers authority, or to its satisfaction, or in accordance with any directions or award of an arbitrator, shall not relieve the Corporation from any liability under the provisions of this paragraph:

Provided that this sub-paragraph shall not apply to the extent that such liability arises from a failure by the rivers authority properly to perform its functions:
- (9) For the purposes of section 109 of the Water Resources Act 1991 (as to structures in, over or under watercourses) as applying to the construction of any authorised work,

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any consent or approval given or deemed to be given by the rivers authority under this paragraph with respect to such construction shall be deemed also to constitute a consent or approval under that section:

- (10) Any difference arising between the Corporation and the rivers authority under this paragraph (other than a difference as to its meaning or construction) shall be referred to and settled by arbitration.

FOR PROTECTION OF CERTAIN PROPERTIES AT GRAVEL HILL

- 6 The Corporation may enter into agreements to purchase any land pursuant to any direction of, or any undertaking given to, a Parliamentary Committee during the passage through Parliament of the Bill for this Act; and any such agreement may provide for the purchase price payable for that land to be equal to the amount of the compensation that would have been payable if the Corporation had been authorised to acquire the land compulsorily under Part III of this Act and had served a notice to treat in respect of that land.

FOR PROTECTION OF CERTAIN PROPERTIES AT WADDON NEW ROAD

- 7 The Council may enter into agreements to purchase any land pursuant to any direction of, or any undertaking given to, a Parliamentary Committee during the passage through Parliament of the Bill for this Act; and any such agreement may provide for the purchase price payable for that land to be equal to the amount of the compensation that would have been payable if the Council had been authorised to acquire the land compulsorily under Part III of this Act and has served a notice to treat in respect of that land.