



Croydon Tramlink Act 1994

1994 CHAPTER xi

PART IV

MISCELLANEOUS AND GENERAL

56 For protection of British Railways Board

For the protection of the railways board the following provisions shall, unless otherwise agreed in writing between the Corporation and the railways board for the purposes of this section, have effect:—

(1) In this section—

“construction” includes reconstruction and, where the context so admits, includes maintenance and repair of the specified works;

“the engineer” means an engineer to be appointed by the railways board;

“plans” includes sections, drawings, particulars and schedules of construction;

“railway property” means any railway of the railways board, and any works, apparatus and equipment of the railways board connected therewith and includes any land held or used by the railways board for the purposes of such railway or works; and

“the specified works” means so much of the authorised works as may be situated upon, across, under, over or within 15 metres of railway property or may in any way affect railway property.

(2) The exercise by the Corporation against the railways board of the powers of section 11 (3) of the Act of 1965 shall be confined to lands which the Corporation are empowered to acquire compulsorily under section 28 (Power to acquire lands) of this Act.

(3) In its application to the service on the railways board of notice of entry in respect of the following lands:—

the lands of the railways board delineated on the deposited plans and therein numbered 56, 57, 58, 60, 62, 66, 84, 85, 86, 87, 88, 89, 90 and 91 in the London borough of Croydon,

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section 11 (1) of the Act of 1965 (as incorporated by section 5 (1) (Application of Part I of Compulsory Purchase Act 1965) of this Act) shall have effect as if for the word “fourteen” there were substituted the words “one hundred and eighty”.

- (4) No part of the track formation of the authorised railways shall be constructed so as to pass beneath the track formation of any operational railway of the railways board:

Provided that this subsection shall not preclude the construction of track formation beneath a bridge carrying an operational railway of the railways board.

- (5) Except with the consent of the railways board—

- (a) the Corporation shall not in the exercise of the powers of this Act interrupt or prejudicially affect pedestrian or vehicular access to any operational station of the railways board or any other railway property; and
- (b) the provisions of section 29 (Extinction of private rights of way) of this Act shall not apply to any right of access of the railways board to any railway property:

Provided that such consent shall not be unreasonably withheld but may be given subject to reasonable conditions.

- (6) The Corporation shall not under the powers of this Act enter upon any railway property for the purpose of exercising its powers under section 41 (Power to lop trees overhanging railway) of this Act without the consent of the railways board which shall not be unreasonably withheld but which may be given subject to reasonable conditions.

- (7) (a) The Corporation shall, before commencing the construction of the specified works, furnish to the railways board such proper and sufficient plans thereof (including, in the case of the works described in paragraphs (xiii), (xiv), (xx) and (xxi) of Part II of Schedule 1 to this Act, particulars as to the working methods and the regulation of traffic in the vicinity of the works) as may reasonably be required by the engineer and shall not commence the specified works until plans thereof have been approved in writing by the engineer or settled by arbitration as provided in paragraph (b) below;
- (b) The engineer’s approval under paragraph (a) above shall not be unreasonably withheld and any question of whether it has been unreasonably withheld shall be settled by arbitration, and in any event if within 56 days after such plans have been furnished to the railways board the engineer has not notified his disapproval thereof and the grounds of his disapproval, he shall be deemed to have approved the plans as submitted.

- (8) If within 56 days after such plans have been furnished to the railways board, the railways board give notice to the Corporation that the railways board themselves desire to construct any part of the specified works, which in the opinion of the engineer will or may affect the stability of railway property and the safe operation of the railways of the railways board, then, if the Corporation desire such part of the specified works to be constructed, the railways board shall construct it with all reasonable dispatch on behalf of, and to the reasonable satisfaction of, the Corporation in accordance with the plans approved or deemed to be approved or settled as aforesaid.

- (9) 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 construction of the specified works to ensure the stability of railway property, the continuation of safe and effective operation

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of the railways of the railways board (including any relocation of works, apparatus and equipment necessitated by the specified works) and the comfort and safety of their passengers who may be affected by the specified works, and such protective works as may be reasonably necessary for those purposes shall be constructed by the railways board with all reasonable dispatch or, if the railways board so desire, such protective works shall be carried out by the Corporation at their own expense, and the Corporation shall not commence the construction of the specified works until the engineer has notified the Corporation that the protective works have been satisfactorily completed.

- (10) The Corporation shall give to the engineer not less than 56 days' notice of their intention to commence the construction of any of the specified works and also, except in emergency (when they shall give such notice as may be reasonably practicable), of their intention to carry out any works for the repair or maintenance of the specified works insofar as such works of repair or maintenance affect or interfere with railway property.
- (11) The construction of the specified works and of any protective works carried out by the Corporation by virtue of the provisions of subsection (9) above shall, when commenced, be carried out with all reasonable dispatch in accordance with the plans approved or deemed to be approved or settled as aforesaid and under the supervision (if given), and to the reasonable satisfaction, of the engineer, and in such manner as to cause as little damage as may be to railway property and as little interference as may be with the conduct of traffic on the railways of the railways board and the use by passengers of railway property and, if any damage to railway property or any such interference is caused by the carrying out of the specified works, the Corporation shall, notwithstanding any such approval as aforesaid, make good such damage and shall pay to the railways board all reasonable expenses which the railways board may reasonably incur and compensation for any loss which they may sustain by reason of any such damage or interference:

Provided that nothing in this subsection shall impose any liability on the Corporation with respect to any damage, cost, expense or loss which is attributable to the act, neglect or default of the railways board or their servants or agents.

- (12) Without prejudice to the generality of subsections (9) and (11) above, the railways board may, in approving the plans of or in supervising the carrying out of the specified works or of any protective works carried out by the Corporation by virtue of the provisions of subsection (9) above, impose reasonable conditions with a view to ensuring that—
- (a) nothing shall be done by or on behalf of the Corporation which impedes the free, uninterrupted and safe flow of passengers to and from the Wimbledon, Mitcham Junction, West Croydon, East Croydon, Elmers End, Birkbeck and Beckenham Junction stations of the railways board;
 - (b) dust sheets and other works and working methods are used so as to prevent, so far as practicable, any dust or dirt from the relevant works affecting such passengers; and
 - (c) adequate signing of all alterations of routes for passengers and of any hazards or obstructions to the free movement of passengers is provided.
- (13) The Corporation shall at all times afford reasonable facilities to the engineer for access to the specified works during their construction and shall supply him with all such information as he may reasonably require with regard to the specified works or the method of construction thereof.

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- (14) During the construction of any works by the railways board under this section the railways board shall at all times afford reasonable facilities to the Corporation and their agents for access to those works, and shall supply the Corporation with such information as they may reasonably require with regard to such works or the method of construction thereof.
- (15) If any alterations or additions, either permanent or temporary, to railway property are reasonably necessary during the construction of the specified works, or during a period of 12 months after the completion thereof, by reason of the construction of the specified works, such alterations and additions may be carried out by the railways board and, if the railways board give to the Corporation reasonable notice of their intention to carry out such alterations or additions, the Corporation shall pay to the railways board the reasonable cost thereof including, in respect of permanent alterations and additions, a capitalised sum representing any increase in the costs which may be expected to be reasonably incurred by the railways board in maintaining, working and, when necessary, renewing any such alterations or additions:
- Provided that, if the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions, a capitalised sum representing such saving shall be set off against any sum payable by the Corporation to the railways board under this section.
- (16) The Corporation shall repay to the railways board all reasonable costs, charges and expenses reasonably incurred by the railways board—
- (a) in constructing any part of the specified works on behalf of the Corporation as provided by subsection (8) above or in constructing any protective works under the provisions of subsection (9) above, including, in respect of any permanent protective works, a capitalised sum representing the costs which may be expected to be reasonably incurred by the railways board in maintaining and renewing such works;
 - (b) in respect of the employment of any inspectors, signalmen, watchmen and other persons whom it is reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of the specified works;
 - (c) in respect of any special traffic working resulting from any speed restrictions which may, in the opinion of the engineer, require to be imposed by reason of the construction or failure of the specified works, or from the substitution or diversion of services which may be reasonably necessary for the same reason;
 - (d) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason of the construction or failure of the specified works;
 - (e) in respect of the supervision by the engineer of the construction of the specified works.
- (17) The Corporation shall be responsible for, and make good to the railways board, all reasonable costs, charges, damages and expenses not otherwise provided for in this section which may be occasioned to, or reasonably incurred by, the railways board—
- (a) by reason of the construction of the specified works (as opposed to their existence) or the failure thereof; or

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- (b) by reason of any act or omission of the Corporation or of any person in their employ, or of their contractors or others whilst engaged upon the construction of the specified works;

and the Corporation shall indemnify the railways board from and against all claims and demands arising out of or in connection with the construction of the specified works or any such failure, act or omission as aforesaid, and the fact that any act or thing may have been done in accordance with any requirement of the engineer or under his supervision, shall not (if it was not attributable to the act, neglect or default of the railways board, or of any person in their employ, or of their contractors or agents) excuse the Corporation from any liability under the provisions of this section:

Provided that the railways board 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.

- (18) Any difference arising between the Corporation and the railways board under this section (other than a difference as to the meaning or construction of this section) shall be referred to and settled by arbitration.