
STATUTORY INSTRUMENTS

2005 No. 120

The Merseytram (Liverpool City Centre to Kirkby) Order 2005

PART 2

WORKS PROVISIONS

Supplemental powers

Attachment of equipment to buildings

19.—(1) Subject to the following provisions of this article, Merseytravel may affix to any building for the time being constructed on any land mentioned in Part 1 of the book of reference, and any building (or replacement of that building) mentioned in Part 2 of the book of reference—

- (a) any brackets, cables, wires, insulators and other apparatus required in connection with the authorised tram system; and
- (b) any lamps, brackets, pipes, electric lines and other apparatus required for the provision of additional or substitute street lighting in consequence of the construction of the authorised tram system.

(2) Paragraphs (3) to (5) and (8) do not apply to any building for the time being constructed on any land referred to in Schedule 8 to this Order.

(3) Merseytravel shall not under this article affix any apparatus to a building without the written consent of the relevant owner of the building; and such consent may be given subject to reasonable conditions (including, where appropriate, the payment of rent) but shall not be unreasonably withheld.

(4) Where—

- (a) Merseytravel serves on the relevant owner of a building a notice requesting the owner's consent to the affixing of specified apparatus to the building; and
- (b) the relevant owner does not within the period of 56 days beginning with the date upon which the notice is served give his consent unconditionally or give it subject to conditions or refuse it;

the consent shall be deemed to have been withheld.

(5) Where, in the opinion of Merseytravel, a consent required under this article for the affixing of specified apparatus is unreasonably withheld or given subject to unreasonable conditions, it may apply to the magistrates' court, who may either allow the apparatus to be affixed subject to such conditions, if any, as it thinks fit or may disallow the application.

(6) Where apparatus is affixed to a building under this article—

- (a) any owner for the time being of the building may serve on Merseytravel not less than 56 days' notice requiring Merseytravel at its own expense temporarily to remove the apparatus during any demolition, reconstruction or repair of the building if such removal is reasonably necessary for that purpose; and

(b) Merseytravel shall have the right as against any person having an interest in the building to use and maintain the apparatus.

(7) Where, in the opinion of Merseytravel, a requirement temporarily to remove any apparatus affixed to a building under this article during any reconstruction, demolition or repair of the building is not reasonably necessary for that purpose, Merseytravel may refer the matter to an arbitrator under article 77, who may either allow the apparatus to be temporarily removed or may order that it shall not be temporarily removed.

(8) Merseytravel shall pay compensation to the owners and occupiers of the building for any loss or damage sustained by them by reason of the exercise of the powers conferred by paragraphs (1) and (6)(b); and any dispute as to a person's entitlement to compensation, or as to the amount of the compensation, shall be determined under Part I of the 1961 Act.

(9) In this article—

“building” includes any structure and a bridge or aqueduct over the street; and

“relevant owner”—

- (a) in relation to a building occupied under a lease or tenancy having an unexpired term exceeding 5 years, means that occupier of the building; or
- (b) in relation to any other building, means the person for the time being receiving the rack rent of the building whether on his own account or as agent or trustee for any other person, or who would so receive it if the building were let at a rack rent.