
STATUTORY INSTRUMENTS

2007 No. 2657

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

PART 3

OPERATION OF AUTHORISED WORKS

Agreements with Network Rail

18.—(1) Subject to Schedule 2 (for the protection of Network Rail), the Promoter and Network Rail may enter into and carry into effect agreements with respect to the construction, maintenance, use and operation of—

- (a) any designated works, or any part of those works; and
- (b) any works required for the purposes of the designated works or in connection with those works,

by Network Rail or by the Promoter, or by the Promoter and Network Rail jointly.

- (a) (2) (a) Any agreement made under this article may contain such incidental, consequential or supplementary provisions as may be so agreed, including (but without prejudice to the generality of the foregoing) provisions—

- (i) with respect to the defraying of, or the making of contributions towards, the cost of works of alteration or adaptation or the costs of construction, maintenance, use and operation as are referred to in paragraph (1) by the Promoter or by Network Rail or by the Promoter and Network Rail jointly; and

- (ii) for the exercise by Network Rail, or by the Promoter, or by Network Rail and the Promoter jointly, of all or any of the powers and rights of Network Rail and the Promoter (as the case may be) in respect of either of the works referred to in paragraph (1) and any works required for the purposes of those works or in connection with those works.

- (b) The exercise by the Promoter or Network Rail or by the Promoter and Network Rail jointly, of any powers and rights under any enactment or contract pursuant to any such agreement as is authorised by paragraph (1) shall be subject to all statutory and contractual provisions relating thereto as would apply if such powers and rights were exercised by the Promoter or Network Rail (as the case may be) alone, and accordingly such provisions shall, with any necessary modifications, apply to the exercise of such powers and rights by the Promoter or Network Rail, or by the Promoter and Network Rail jointly, as the case may be.

(3) The Promoter and Network Rail may enter into, and carry into effect, agreements for the transfer to and vesting in Network Rail or the Promoter, or the Promoter and Network Rail jointly, of—

- (a) the designated works or any part of any of those works; or
- (b) any works, lands, or other property required for the purposes of the designated works or in connection with those works,

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together with any rights and obligations (whether or not statutory) of Network Rail or the Promoter relating thereto.

(4) In this article—

“designated works” means any part of the authorised works to be constructed on railway property;

“Network Rail” means Network Rail Infrastructure Limited; and

“railway property” means any railway belonging to Network Rail and any works, apparatus and equipment belonging to Network Rail connected with the railway and includes any land held or used by Network Rail for the purposes of such railway or works, apparatus or equipment.