

## SCHEDULES

### SCHEDULE 1

Articles 2 and 4

#### SCHEDULED WORKS

##### Commencement Information

**II** Sch. 1 in force at 22.8.2013, see [art. 1](#)

In the City of Leeds—

Work No. 1 - A new station entrance building to the south side of Leeds Railway Station incorporating a pedestrian access bridge across the Aire and Calder Navigation and supported on reinforced concrete piles located in the bed of the Aire and Calder Navigation and including escalators and lifts commencing on the west side of the Aire and Calder Navigation at reference point 429872 (easting) and 833155 (northing) and extending in a north westerly direction and terminating on the east side of the Aire and Calder Navigation at reference point 429828 (easting), 433142 (northing).

Work No. 1A - A ramped pedestrian footbridge linking Work No. 1 with, and forming a pedestrian access along Dark Neville Street including the removal of the existing pedestrian footbridge commencing at reference point 429866 (easting) and 433168 (northing) and terminating at reference point 429822 (easting) and 433141 (northing).

### SCHEDULE 2

Articles 4 and 21

#### ACQUISITION OF CERTAIN LANDS FOR ANCILLARY WORKS

##### Commencement Information

**I2** Sch. 2 in force at 22.8.2013, see [art. 1](#)

<i>(1)</i> Area	<i>(2)</i> Number of land shown on the deposited plans	<i>(3)</i> Purpose for which land may be acquired or used
City of Leeds	103, 104, 105, 106, 109 and 110	Provision of construction and maintenance access, station access and working sites
	111	Provision of construction and maintenance access, station access, a working site and oversailing of equipment

**Changes to legislation:** There are outstanding changes not yet made by the legislation.gov.uk editorial team to The Leeds Railway Station (Southern Entrance) Order 2013. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of land shown on the deposited plans</i>	<i>(3)</i> <i>Purpose for which land may be acquired or used</i>
	146, 147 and 148	Provision of construction and maintenance access, access to Leeds Railway Station, a working site, oversailing of equipment and landscaping

SCHEDULE 3

Article 6

STREETS SUBJECT TO STREET WORKS

<p><b>Commencement Information</b>  <b>I3</b> Sch. 3 in force at 22.8.2013, see <a href="#">art. 1</a></p>
--

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street subject to street works</i>
City of Leeds	Little Neville Street  Water Lane  Meadow Lane  Private footways adjoining Waterman Place

SCHEDULE 4

Articles 7 and 38

STREET SUBJECT TO ALTERATION OF LAYOUT

<p><b>Commencement Information</b>  <b>I4</b> Sch. 4 in force at 22.8.2013, see <a href="#">art. 1</a></p>
--

<i>(1)</i> <i>Street subject to alteration of layout</i>	<i>(2)</i> <i>Description of alteration</i>
Little Neville Street	Realignment of street and alteration of level of carriageway

## SCHEDULE 5

Article 8

## STREET TO BE STOPPED UP FOR WHICH A SUBSTITUTE IS TO BE PROVIDED

**Commencement Information****I5** Sch. 5 in force at 22.8.2013, see [art. 1](#)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street to be stopped up</i>	<i>(3)</i> <i>Extent of stopping up</i>	<i>(4)</i> <i>New street to be substituted</i>
City of Leeds	Pedestrian footbridge spanning the Aire and Calder Navigation in Dark Neville Street	Within limits of deviation for the scheduled works	Work No. 1A

## SCHEDULE 6

Article 9

## STREETS TO BE TEMPORARILY STOPPED UP

**Commencement Information****I6** Sch. 6 in force at 22.8.2013, see [art. 1](#)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street to be temporarily stopped up</i>	<i>(3)</i> <i>Extent of temporary stopping up</i>
City of Leeds	Little Neville Street	Within Order limits
	Dark Neville Street	Within Order limits
	Neville Street	Within Order limits
	Footbridge over Aire and Calder Navigation at Waterman's Place	Within Order limits
	Meadow Lane	Within Order limits
	Water Lane	Within Order limits
	Granary Wharf Piazza	Within Order limits
	Private footways within Waterman's Place	Within Order limits
	Footway adjacent to south bank of Aire and Calder Navigation	Between points TS1 and TS2

**Changes to legislation:** There are outstanding changes not yet made by the legislation.gov.uk editorial team to The Leeds Railway Station (Southern Entrance) Order 2013. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

## SCHEDULE 7

Article 10

## ACCESS TO WORKS

**Commencement Information**

**I7** Sch. 7 in force at 22.8.2013, see [art. 1](#)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Description of access</i>
City of Leeds	Meadow Lane  Water Lane  Little Neville Street

## SCHEDULE 8

Article 24

MODIFICATION OF COMPENSATION AND COMPULSORY PURCHASE ENACTMENTS  
FOR CREATION OF NEW RIGHTS OR IMPOSITION OF RESTRICTIVE COVENANTS

*Compensation enactments*

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land apply with the necessary modifications as respects compensation in the case of a compulsory acquisition under this Order of a right by the creation of a new right, and in the case of the imposition of a restrictive covenant, as they apply as respects compensation on the compulsory purchase of land and interests in land.

**Commencement Information**

**I8** Sch. 8 para. 1 in force at 22.8.2013, see [art. 1](#)

2.—(1) Without limitation on the scope of paragraph 1, the Land Compensation Act 1973<sup>(1)</sup> has effect subject to the modifications set out in sub-paragraphs (2) and (3).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 of the 1965 Act as substituted by paragraph 4—

- (a) for the words “land is acquired or taken” there are substituted the words “a right or restrictive covenant over land is purchased from or imposed on”; and
- (b) for the words “acquired or taken from him” there are substituted the words “over which the right is exercisable or the restrictive covenant enforceable”.

(3) In section 58(1) (determination of material detriment where part of house etc. proposed for compulsory acquisition), as it applies to determinations under section 8 of the 1965 Act as substituted by paragraph 5—

<sup>(1)</sup> 1973 c. 26.

**Changes to legislation:** There are outstanding changes not yet made by the legislation.gov.uk editorial team to The Leeds Railway Station (Southern Entrance) Order 2013. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) [View outstanding changes](#)

- (a) for the word “part” in paragraphs (a) and (b) there are substituted the words “a right over or restrictive covenant affecting land consisting”;
- (b) for the word “severance” there are substituted the words “right over or restrictive covenant affecting the whole of the house, building or manufactory or of the house and the park or garden”;
- (c) for the words “part proposed” there are substituted the words “right or restrictive covenant proposed”; and
- (d) for the words “part is” there are substituted the words “right or restrictive covenant is”.

---

**Commencement Information**

**I9** Sch. 8 para. 2 in force at 22.8.2013, see [art. 1](#)

*Application of the 1965 Act*

**3.—(1)** The 1965 Act has effect with the modifications necessary to make it apply to the compulsory acquisition under this Order of a right by the creation of a new right, or to the imposition under this Order of a restrictive covenant, as it applies to the compulsory acquisition under this Order of land, so that, in appropriate contexts, references in that Act to land are to be read (according to the requirements of the particular context) as referring to, or as including references to—

- (a) the right acquired or to be acquired or the restrictive covenant imposed or to be imposed; or
- (b) the land over which the right is or is to be exercisable or the restrictive covenant is or is to be enforceable.

(2) Without limitation on the scope of sub-paragraph (1), Part 1 of the 1965 Act applies in relation to the compulsory acquisition under this Order of a right by the creation of a new right or in relation to the imposition of a restrictive covenant, with the modifications specified in the following provisions of this Schedule.

---

**Commencement Information**

**I10** Sch. 8 para. 3 in force at 22.8.2013, see [art. 1](#)

**4.** For section 7 of the 1965 Act (measure of compensation in case of severance) there is substituted the following section—

“**7.** In assessing the compensation to be paid by the acquiring authority under this Act regard must be had not only to the extent (if any) to which the value of the land over which the right is to be acquired or the restrictive covenant is to be imposed is depreciated by the acquisition of the right or the imposition of the restrictive covenant 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 the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act.”.

---

**Commencement Information**

**I11** Sch. 8 para. 4 in force at 22.8.2013, see [art. 1](#)

**5.** For section 8 of the 1965 Act (other provisions as to divided land) there is substituted the following—

**Changes to legislation:** There are outstanding changes not yet made by the [legislation.gov.uk](https://www.legislation.gov.uk) editorial team to *The Leeds Railway Station (Southern Entrance) Order 2013*. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) [View outstanding changes](#)

“8.—(1) Where in consequence of the service on a person under section 5 of this Act of a notice to treat in respect of a right over, or a restrictive covenant affecting, land consisting of a house, building or manufactory or of a park or garden belonging to a house (“the relevant land”)—

- (a) a question of disputed compensation in respect of the purchase of the right or the imposition of the restrictive covenant would apart from this section fall to be determined by the Upper Tribunal (“the tribunal”); and
- (b) before the tribunal has determined that question, the tribunal is satisfied that the person has an interest in the whole of the relevant land and is able and willing to sell that interest, and—
  - (i) where that land consists of a house, building or manufactory, that the right cannot be purchased or the restrictive covenant imposed without material detriment to that land; or
  - (ii) where that land consists of such a park or garden, that the right cannot be purchased or the restrictive covenant imposed without seriously affecting the amenity or convenience of the house to which that land belongs,

the Leeds Railway Station (Southern Entrance) Order 2013(2) (“the Order”), in relation to that person, ceases to authorise the purchase of the right and is deemed to authorise the purchase of that person’s interest in the whole of the relevant land including, where the land consists of such a park or garden, the house to which it belongs, and the notice is deemed to have been served in respect of that interest on such date as the tribunal directs.

(2) Any question as to the extent of the land in which the Order is deemed to authorise the purchase of an interest by virtue of subsection (1) of this section is to be determined by the tribunal.

(3) Where in consequence of a determination of the tribunal that it is satisfied as mentioned in subsection (1) of this section the Order is deemed by virtue of that subsection to authorise the purchase of an interest in land, the acquiring authority may, at any time within the period of 6 weeks beginning with the date of the determination, withdraw the notice to treat in consequence of which the determination was made; but nothing in this subsection prejudices any other power of the authority to withdraw the notice.”

#### Commencement Information

**I12** Sch. 8 para. 5 in force at 22.8.2013, see [art. 1](#)

6. The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

- (a) section 9(4) (failure by owners to convey);
- (b) paragraph 10(3) of Schedule 1 (owners under incapacity);
- (c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and
- (d) paragraphs 2(3) and 7(2) of Schedule 4 (common land),

are modified so 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 or the restrictive covenant which is to be imposed is vested absolutely in the acquiring authority.

(2) [S.I. 2013/1933](#).

**Commencement Information**

**I13** Sch. 8 para. 6 in force at 22.8.2013, see [art. 1](#)

7. Section 11 of the 1965 Act (powers of entry) is modified so as to secure that, as from the date on which the acquiring authority has served notice to treat in respect of any right or restrictive covenant, it has power, exercisable in the equivalent circumstances and subject to the equivalent conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant (which is 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 warrant in the event of obstruction) of the 1965 Act are modified correspondingly.

**Commencement Information**

**I14** Sch. 8 para. 7 in force at 22.8.2013, see [art. 1](#)

8. Section 20 of the 1965 Act (protection for interests of tenants at will etc.) applies with the modifications necessary to secure that persons with such interests in land 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 Order of that land, 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 or the enforcement of the restrictive covenant in question.

**Commencement Information**

**I15** Sch. 8 para. 8 in force at 22.8.2013, see [art. 1](#)

9. Section 22 of the 1965 Act (interests omitted from purchase) is modified so as to enable the acquiring authority, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired or to enforce the restrictive covenant imposed, subject to compliance with that section as respects compensation.

**Commencement Information**

**I16** Sch. 8 para. 9 in force at 22.8.2013, see [art. 1](#)

SCHEDULE 9

Articles 21 and 25

ACQUISITION OF NEW RIGHTS ONLY

**Commencement Information**

**I17** Sch. 9 in force at 22.8.2013, see [art. 1](#)

**Changes to legislation:** There are outstanding changes not yet made by the legislation.gov.uk editorial team to The Leeds Railway Station (Southern Entrance) Order 2013. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

(1) <i>Location</i>	(2) <i>Number of land shown on the deposited plans</i>
In the City of Leeds	103, 104, 105, 106, 109, 110, 111

## SCHEDULE 10

Articles 4, 21 and 27

## LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

**Commencement Information****I18** Sch. 10 in force at 22.8.2013, see [art. 1](#)

(1) <i>Area</i>	(2) <i>Number of land shown on the deposited plans</i>	(3) <i>Purpose for which temporary possession may be taken</i>	(4) <i>Authorised work</i>
City of Leeds	101, 102, 107, 108	Working site and construction access	The scheduled works
	112	Working site, construction access and oversailing of equipment	The scheduled works
	113, 114, 119, 130, 138, 152, 156, 158	Oversailing of equipment	The scheduled works
	115, 118, 120, 121, 123, 124, 125, 126, 127, 128, 131, 137, 142, 143, 144, 145, 153 and 154	Working site, construction access and oversailing of equipment	The scheduled works
	149, 150 and 151	Working site, construction access, landscaping and oversailing of equipment	The scheduled works
	155 and 157	Temporary traffic management and oversailing of equipment	The scheduled works
	122	Construction access, temporary construction moorings and oversailing of equipment	The scheduled works
	201	Temporary construction moorings	The development and use of a construction working site at Water Lane and Meadow Lane



**Changes to legislation:** There are outstanding changes not yet made by the legislation.gov.uk editorial team to The Leeds Railway Station (Southern Entrance) Order 2013. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of land shown on the deposited plans</i>	<i>(3)</i> <i>Purpose for which temporary possession may be taken</i>	<i>(4)</i> <i>Authorised work</i>
	202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213 and 214	Working site and construction access	The development and use of a construction working site at Water Lane and Meadow Lane

SCHEDULE 11

Article 39

TRAFFIC REGULATION

**Interpretation**

In column (1) of each of the tables below, the number before the full stop refers to the relevant sheet number of the traffic regulation and rights of way plans, and the number after the full stop refers to the relevant traffic regulation reference number shown on that sheet. In the event of there being any discrepancy between a provision in this Schedule and the illustration of that provision shown on the traffic regulation and rights of way plans, this Schedule prevails.

**PART 1**

**NO WAITING AT ANY TIME**

**Commencement Information**

**I19** Sch. 11 Pt. 1 in force at 22.8.2013, see [art. 1](#)

<i>(1)</i> <i>No.</i>	<i>(2)</i> <i>Road</i>	<i>(3)</i> <i>Extent</i>	<i>(4)</i> <i>Notes</i>
1.1	Wharf Approach	West side from its junction with the Granary Wharf car park in a northerly direction for a distance of 32 metres	To maintain vehicular flow
1.2	Wharf Approach	South-west side from its junction with the Granary Wharf car park to its junction with Water Lane, a distance of 109 metres	To maintain vehicular flow

**Changes to legislation:** There are outstanding changes not yet made by the legislation.gov.uk editorial team to The Leeds Railway Station (Southern Entrance) Order 2013. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

<i>(1)</i> No.	<i>(2)</i> Road	<i>(3)</i> Extent	<i>(4)</i> Notes
1.3	Wharf Approach	North-east side from its junction with Water Lane in a north-westerly direction for 20 metres	To maintain vehicular flow
1.4	Wharf Approach	North-east side from a point 26 metres northwest of its junction with Water Lane in a north-westerly direction for a distance of 65 metres	To maintain vehicular flow
1.5	Wharf Approach	East side from its junction with Canal Wharf in a northerly direction for 11 metres	To maintain vehicular flow
1.6	Canal Wharf	North side from its junction with Wharf Approach in an easterly direction for a distance of 93 metres	To maintain vehicular flow
1.7	Canal Wharf	South side from its junction with Wharf Approach in an easterly direction for a distance of 110 metres	To maintain vehicular flow
1.8	Canal Wharf	North side from a point 92 metres east of its junction with Wharf Approach in a north-easterly direction for 3 metres	To maintain vehicular flow
1.9	Canal Wharf	North side from a point 98 metres east of its junction with Wharf Approach in a north-westerly direction for 3 metres	To maintain vehicular flow
1.10	Canal Wharf	South side from a point 108 metres southeast of its junction with Wharf Approach in a south-easterly direction for 6 metres	To maintain vehicular flow

**Changes to legislation:** There are outstanding changes not yet made by the legislation.gov.uk editorial team to The Leeds Railway Station (Southern Entrance) Order 2013. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

<i>(1)</i> No.	<i>(2)</i> Road	<i>(3)</i> Extent	<i>(4)</i> Notes
1.11	Canal Wharf	South side from a point 115 metres east of its junction with Wharf Approach in a south-westerly direction for 6 metres	To maintain vehicular flow
1.12	Canal Wharf	North side from a point 98 metres east of its junction with Wharf Approach in a south-easterly direction for 70 metres	To maintain vehicular flow
1.13	Canal Wharf	South side from a point 115 metres east of its junction with Wharf Approach in a south-easterly direction to its junction with Water Lane, a distance of 77 metres	To maintain vehicular flow
1.14	Canal Wharf	North-east side from a point 163 metres east of its junction with Wharf Approach in a south-easterly direction for 6 metres	To maintain vehicular flow
1.15	Canal Wharf	North-east side from its junction with Water Lane in a north-westerly direction for 28 metres	To maintain vehicular flow
1.16	Wharf Approach	East side from its junction with Canal Wharf in a southerly direction for 48 metres	To maintain vehicular flow

## PART 2

### NO LOADING AT ANY TIME

#### Commencement Information

**I20** Sch. 11 Pt. 2 in force at 22.8.2013, see [art. 1](#)

**Changes to legislation:** There are outstanding changes not yet made by the legislation.gov.uk editorial team to The Leeds Railway Station (Southern Entrance) Order 2013. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

<i>(1)</i> No.	<i>(2)</i> Road	<i>(3)</i> Extent	<i>(4)</i> Notes
2.1	Wharf Approach	West side from its junction with the Granary Wharf car park in a northerly direction for a distance of 32 metres	To maintain vehicular flow
2.2	Wharf Approach	South-west side from its junction with the Granary Wharf car park to its junction with Water Lane, a distance of 109 metres	To maintain vehicular flow
2.3	Wharf Approach	North-east side from its junction with Water Lane in a north-westerly direction for 20 metres	To maintain vehicular flow
2.4	Wharf Approach	North-east side from a point 26 metres northwest of its junction with Water Lane in a north-westerly direction for a distance of 65 metres	To maintain vehicular flow
2.5	Wharf Approach	East side from its junction with Canal Wharf in a northerly direction for 8 metres	To maintain vehicular flow
2.6	Intentionally left blank		
2.7	Intentionally left blank		
2.8	Canal Wharf	North-east side from a point 92 metres southeast of its junction with Wharf Approach in a north-easterly direction for 3 metres.	To maintain vehicular flow
2.9	Canal Wharf	North side from a point 98 metres south-east of its junction with Wharf Approach in a north-westerly direction for 4 metres.	To maintain vehicular flow.
2.10	Canal Wharf	South side from a point 108 metres south-east of its junction	To maintain vehicular flow.

**Changes to legislation:** There are outstanding changes not yet made by the legislation.gov.uk editorial team to The Leeds Railway Station (Southern Entrance) Order 2013. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

<i>(1)</i> <i>No.</i>	<i>(2)</i> <i>Road</i>	<i>(3)</i> <i>Extent</i>	<i>(4)</i> <i>Notes</i>
		with Wharf Approach in a south-easterly direction for 6 metres.	
2.11	Canal Wharf	South side from a point 115 metres south-east of its junction with Wharf Approach in a south-westerly direction for 8 metres	To maintain vehicular flow.
2.12	Intentionally left blank.		
2.13	Intentionally left blank.		
2.14	Canal Wharf	North-east side from a point 167 metres east of its junction with Wharf Approach in a south-easterly direction for 6 metres	To maintain vehicular flow
2.15	Canal Wharf	North-east side from its junction with Water Lane in a north-westerly direction for 28 metres	To maintain vehicular flow
2.16	Wharf Approach	East side from its junction with Canal Wharf in a southerly direction for 48 metres	To maintain vehicular flow

### PART 3

#### PRESCRIBED MOVEMENT OF TRAFFIC

##### Commencement Information

**I21** Sch. 11 Pt. 3 in force at 22.8.2013, see [art. 1](#)

<i>(1)</i> <i>No.</i>	<i>(2)</i> <i>Road</i>	<i>(3)</i> <i>Extent</i>	<i>(4)</i> <i>Notes</i>
3.1	Little Neville Street	Compulsory ahead only movement onto Sovereign Street	

**Changes to legislation:** There are outstanding changes not yet made by the legislation.gov.uk editorial team to The Leeds Railway Station (Southern Entrance) Order 2013. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

## PART 4

### PROHIBITION OF DRIVING WITH SPECIFIED EXEMPTIONS

#### Commencement Information

**I22** Sch. 11 Pt. 4 in force at 22.8.2013, see [art. 1](#)

(1) No.	(2) Road	(3) Extent	(4) Notes
4.1	Little Neville Street	Prohibition of driving between 7am and 10pm except for access to off-street premises, for loading/unloading by goods vehicles between 10am and 4pm, and 7pm and 7am from a point 12 metres south of its junction with Dark Neville Street and to its junction with Neville Street	To prevent private vehicles, taxis and private hire vehicles from picking-up or dropping-off passengers to the Leeds Station Southern Entrance

#### SCHEDULE 12

Articles 6, 8 and 43

#### PROVISIONS RELATING TO STATUTORY UNDERTAKERS ETC.

##### *Apparatus of statutory undertaker etc. on land acquired*

1.—(1) Sections 271 to 274 of the 1990 Act (power to extinguish rights of statutory undertaker etc. and power of statutory undertaker etc. to remove or re-site apparatus) apply in relation to any land acquired or appropriated by the promoter under this Order subject to the following provisions of this paragraph; and all such other provisions of that Act as apply for the purposes of those provisions (including sections 275 to 278, which contain provisions consequential on the extinguishment of any rights under sections 271 and 272, and sections 279(2) to (4), 280 and 282, which provide for the payment of compensation) have effect accordingly.

(2) In the provisions of the 1990 Act, as applied by sub-paragraph (1), references to the appropriate Minister are references to the Secretary of State.

(3) Where any apparatus of a public utility undertaker or of a public communications provider is removed in pursuance of a notice or order given or made under section 271, 272 or 273 of the 1990 Act, as applied by sub-paragraph (1), any person who is the owner or occupier of premises to which a supply was given from that apparatus is entitled to recover from the promoter compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of effecting a connection between the premises and any other apparatus from which a supply is given.

(4) Sub-paragraph (3) does not apply in the case of the removal of a public sewer but where such a sewer is removed in pursuance of such a notice or order as is mentioned in that paragraph, any person who is—

- (a) the owner or occupier of premises the drains of which communicated with that sewer; or
- (b) the owner of a private sewer which communicated with that sewer,

is entitled to recover from the promoter compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of making the drain or sewer belonging to that person communicate with any other public sewer or with a private sewerage disposal plant.

(5) The provisions of the 1990 Act mentioned in sub-paragraph (1), as applied by that sub-paragraph, do not have effect in relation to apparatus as respects which paragraph 2, or Part 3 of the 1991 Act, applies.

(6) In this paragraph “public communications provider” has the same meaning as in section 151(1) of the 2003 Act.

#### **Commencement Information**

**I23** Sch. 12 para. 1 in force at 22.8.2013, see [art. 1](#)

#### *Apparatus of statutory undertakers etc. in stopped up streets*

2.—(1) Where a street is stopped up under this Order any statutory utility whose apparatus is under, in, upon, along or across the street has the same powers and rights in respect of that apparatus, subject to the provisions of this paragraph, as if this Order had not been made.

(2) Where a street is stopped up under this Order any statutory utility whose apparatus is under, in, upon, over, along or across the street may, and if reasonably requested to do so by the promoter must—

- (a) remove the apparatus and place it or other apparatus provided in substitution for it in such other position as the utility may reasonably determine and has power to place it; or
- (b) provide other apparatus in substitution for the existing apparatus and place it in that other position.

(3) Subject to the following provisions of this paragraph, the promoter must pay to any statutory utility an amount equal to the cost reasonably incurred by the utility in or in connection with—

- (a) the execution of the relocation works required in consequence of the stopping up of the street; and
- (b) the doing of any other work or thing rendered necessary by the execution of the relocation works.

(4) If in the course of the execution of relocation works under sub-paragraph (2)—

- (a) apparatus of a better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus; 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 promoter, 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

**Changes to legislation:** There are outstanding changes not yet made by the legislation.gov.uk editorial team to The Leeds Railway Station (Southern Entrance) Order 2013. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

apart from this sub-paragraph would be payable to the statutory utility by virtue of sub-paragraph (3) is to be reduced by the amount of that excess.

(5) For the purposes of sub-paragraph (4)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to 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 is to be treated as if it also had been agreed or had been so determined.

(6) An amount which apart from this sub-paragraph would be payable to a statutory utility in respect of works by virtue of sub-paragraph (3) (and having regard, where relevant, to sub-paragraph (4)) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the utility 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.

(7) Sub-paragraphs (3) to (6) do not apply where the authorised works constitute major transport works for the purposes of Part 3 of the 1991 Act, but instead—

- (a) the allowable costs of the relocation works are to be determined in accordance with section 85 of that Act (sharing of cost of necessary measures) and any regulations for the time being having effect under that section; and
- (b) the allowable costs are to be borne by the promoter and the statutory utility in such proportions as may be prescribed by any such regulations.

(8) In this paragraph—

“apparatus” has the same meaning as in Part 3 of the 1991 Act;

“relocation works” means work executed, or apparatus provided, under sub-paragraph (2); and

“statutory utility” means a statutory undertaker for the purposes of the 1980 Act or a public communications provider as defined in paragraph 1(6).

#### **Commencement Information**

**I24** Sch. 12 para. 2 in force at 22.8.2013, see [art. 1](#)

### *Railway and navigation undertakings*

**3.—(1)** Subject to the following provisions of this paragraph, the powers under article 6 (power to execute street works) to break up or open a street are not exercisable where the street, not being a highway maintainable at public expense (within the meaning of the 1980 Act)—

- (a) is under the control or management of, or is maintainable by a railway or tramway undertaker or a navigation authority; or
- (b) forms part of a level crossing belonging to any such undertakers or to such an authority or to any other person,

except with the consent of the undertakers or authority or, as the case may be, of the person to whom the level crossing belongs.

(2) Sub-paragraph (1) does not apply to the carrying out under this Order of emergency works, within the meaning of Part 3 of the 1991 Act.



(3) A consent given for the purpose of sub-paragraph (1) may be made subject to such reasonable conditions as may be specified by the person giving it but must not be unreasonably withheld.

(4) In this paragraph “navigation authority” means any person who has a duty or power under any enactment to work, maintain, conserve, improve or control any canal or other inland navigation, navigable river, estuary, harbour or dock.

**Commencement Information**

**I25** Sch. 12 para. 3 in force at 22.8.2013, see [art. 1](#)

SCHEDULE 13

Article 44

FOR THE PROTECTION OF SPECIFIED UNDERTAKERS

1.—(1) The following provisions, unless otherwise agreed in writing between the promoter and the undertakers concerned, have effect.

(2) The provisions of Schedule 12 (provisions relating to statutory undertakers etc.), in so far as they relate to the removal of apparatus, do not apply in relation to apparatus to which this Schedule applies.

**Commencement Information**

**I26** Sch. 13 para. 1 in force at 22.8.2013, see [art. 1](#)

2.—(1) In this Schedule—

“alternative apparatus” means alternative apparatus adequate to enable the undertaker in question to fulfil its statutory functions in a manner not less efficient than previously;

“apparatus” means—

- (a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the Electricity Act 1989(3)) belonging to or maintained by that undertaker;
- (b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply;
- (c) in the case of a water undertaker, any mains, pipes or other apparatus belonging to or maintained by that undertaker for the purposes of water supply; and
- (d) in the case of a sewerage undertaker—
  - (i) any drain or works vested in the undertaker under the Water Industry Act 1991(4); and
  - (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of that Act or an agreement to adopt made under section 104 of that Act,

and includes a sludge main, disposal main (within the meaning of section 219 of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works,

(3) 1989 c. 29.

(4) 1991 c. 56.

**Changes to legislation:** There are outstanding changes not yet made by the legislation.gov.uk editorial team to The Leeds Railway Station (Southern Entrance) Order 2013. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) [View outstanding changes](#)

and includes any structure in which apparatus is or is to be lodged or which gives or will give access to 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; and

“undertaker” means—

- (e) any licence holder within the meaning of Part 1 of the Electricity Act 1989;
- (f) a gas transporter within the meaning of Part 1 of the Gas Act 1986<sup>(5)</sup>;
- (g) a water undertaker within the meaning of the Water Industry Act 1991; and
- (h) a sewerage undertaker within the meaning of Part 1 of the Water Industry Act 1991, for the area of the authorised works, and in relation to any apparatus, means the undertaker to whom it belongs or by whom it is maintained.

**Commencement Information**

**I27** Sch. 13 para. 2 in force at 22.8.2013, see [art. 1](#)

**3.** This Schedule does not apply to apparatus in respect of which the relations between the promoter and the undertaker are regulated by the provisions of Part 3 of the 1991 Act.

**Commencement Information**

**I28** Sch. 13 para. 3 in force at 22.8.2013, see [art. 1](#)

**4.—(1)** Where any street is stopped up under article 8 (stopping up of streets), any undertaker whose apparatus is in the street has the same powers and rights in respect of that apparatus as it enjoyed immediately before the stopping up, but nothing in this paragraph affects any right of the promoter or of the undertaker to require the removal of that apparatus under paragraph 6(2) or the power of the promoter to carry out works under paragraph 8.

**(2)** The promoter must give not less than 28 days’ notice in writing of its intention to stop up any street under article 8 to any undertaker whose apparatus is in that street.

**Commencement Information**

**I29** Sch. 13 para. 4 in force at 22.8.2013, see [art. 1](#)

**5.** Regardless of any provision in this Order or anything shown on the deposited plans the promoter must not acquire any apparatus other than by agreement.

**Commencement Information**

**I30** Sch. 13 para. 5 in force at 22.8.2013, see [art. 1](#)

(5) 1986 c. 44. A new section 7 was substituted by section 5 of the Gas Act 1995 (c. 45), and was further amended by section 76 of the Utilities Act 2000 (c. 27).

6.—(1) If, in the exercise of the powers conferred by this Order, the promoter acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this Schedule and any right of an undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the undertaker in question.

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the promoter requires the removal of any apparatus placed in that land, it must give to the undertaker in question written notice of that 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 and in that case (or if in consequence of the exercise of any of the powers conferred by this Order an undertaker reasonably needs to remove any of its apparatus) the promoter must, subject to sub-paragraph (3), afford to the undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the promoter and for the subsequent maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the promoter, or the promoter is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the undertaker in question must, on receipt of a written notice to that effect from the promoter, as soon as reasonably possible use its best endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the promoter under this Schedule is to be constructed in such manner and in such line or situation as may be agreed between the undertaker in question and the promoter or in default of agreement settled by arbitration in accordance with article 51 (arbitration).

(5) The undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 51, and after the grant to the undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the promoter to be removed under the provisions of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if the promoter gives notice in writing to the undertaker in question that it desires itself to execute any work to which this sub-paragraph applies, that work, instead of being executed by the undertaker, must be executed by the promoter without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the undertaker.

(7) Sub-paragraph (6) applies to any part of any work necessary in connection with construction of alternative apparatus, or the removal of apparatus required to be removed, as will take place in any land of the promoter.

(8) Nothing in sub-paragraph (6) authorises the promoter to execute the 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.

---

**Commencement Information**

**I31** Sch. 13 para. 6 in force at 22.8.2013, see [art. 1](#)

7.—(1) Where, in accordance with the provisions of this Schedule, the promoter affords to an undertaker facilities and rights for the construction and maintenance in land of the promoter of alternative apparatus in substitution for apparatus to be removed, those facilities and rights are to be

**Changes to legislation:** There are outstanding changes not yet made by the legislation.gov.uk editorial team to The Leeds Railway Station (Southern Entrance) Order 2013. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

granted upon such terms and conditions as may be agreed between the promoter and the undertaker in question or in default of agreement settled by arbitration in accordance with article 51 (arbitration).

(2) In settling those terms and conditions in respect of the alternative apparatus to be constructed in or along any railway, the arbitrator must—

- (a) give effect to all reasonable requirements of the promoter 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 promoter or the traffic on the railway; and
- (b) 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, if any, applicable to the apparatus constructed in or along the railway for which the alternative apparatus is to be substituted.

(3) If the facilities and rights to be afforded by the promoter in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the promoter to that undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

#### Commencement Information

**I32** Sch. 13 para. 7 in force at 22.8.2013, see [art. 1](#)

**8.—(1)** Not less than 28 days before starting the execution of any works of the type referred to in paragraph 6(2) that are near to, or will or may affect, any apparatus the removal of which has not been required by the promoter under paragraph 6(2), the promoter must submit to the undertaker in question a plan, section and description of the works to be executed.

(2) Those works are to be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and an officer of the undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by the undertaker under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If an undertaker in accordance with sub-paragraph (3) and in consequence of the works proposed by the promoter, reasonably requires the removal of any apparatus and gives written notice to the promoter of that requirement, paragraphs 6 and 7 apply as if the removal of the apparatus had been required by the promoter under paragraph 6(2).

(5) Nothing in this paragraph precludes the promoter from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan, section and description.

(6) The promoter is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to the undertaker in question notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

**Commencement Information**

**I33** Sch. 13 para. 8 in force at 22.8.2013, see [art. 1](#)

**9.—(1)** Subject to the following provisions of this paragraph, the promoter must repay to an undertaker the reasonable expenses incurred by that undertaker 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 paragraph 6(2).

(2) The value of any apparatus removed under the provisions of this Schedule is to be deducted from any sum payable under sub-paragraph (1), that value being calculated after removal.

(3) If in accordance with the provisions of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; 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 those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the promoter or, in default of agreement, is not determined by arbitration in accordance with article 51 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Schedule 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 undertaker in question by virtue of sub-paragraph (1), is to be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus must 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 must be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to an undertaker in respect of works by virtue of sub-paragraph (1) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the undertaker 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.

**Commencement Information**

**I34** Sch. 13 para. 9 in force at 22.8.2013, see [art. 1](#)

**10.—(1)** Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any of the works referred to in paragraph 6(2), any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of an undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any undertaker, the promoter must—

**Changes to legislation:** There are outstanding changes not yet made by the legislation.gov.uk editorial team to The Leeds Railway Station (Southern Entrance) Order 2013. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

- (a) bear and pay the cost reasonably incurred by that undertaker in making good such damage or restoring the supply; and
- (b) make reasonable compensation to that undertaker for any other expenses, loss, damages, penalty or costs incurred by the undertaker,

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

(2) Nothing in sub-paragraph (1) imposes any liability on the promoter with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an undertaker, its officers, servants, contractors or agents.

(3) An undertaker must give the promoter reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the promoter, which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

**Commencement Information**

**I35** Sch. 13 para. 10 in force at 22.8.2013, see [art. 1](#)

SCHEDULE 14

Article 45

FOR THE PROTECTION OF OPERATORS OF  
ELECTRONIC COMMUNICATIONS CODE NETWORKS

1.—(1) The provisions of this Schedule, unless otherwise agreed in writing between the promoter and the operator, have effect.

(2) In this Schedule—

“conduit system” has the same meaning as in the electronic communications code and references to providing a conduit system are to be construed in accordance with paragraph 1(3A) of that code;

“electronic communications apparatus” has the same meaning as in the electronic communication code;

“the electronic communications code” has the same meaning as in Chapter 1 of Part 2 of the 2003 Act<sup>(6)</sup>;

“electronic communications code network” means—

(a) so much of an electronic communications network or conduit system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 of the 2003 Act; and

(b) an electronic communications network which the Secretary of State is providing or proposing to provide;

“electronic communications code operator” means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act; and

“operator” means the operator of an electronic communications code network.

<sup>(6)</sup> See section 106.

**Commencement Information**

**I36** Sch. 14 para. 1 in force at 22.8.2013, see [art. 1](#)

2. The temporary stopping up or diversion of any street under article 9 (temporary stopping up of streets) does not affect any right of the operator under paragraph 9 of the electronic communications code to maintain any apparatus which, at the time of the stopping up or diversion, is in that street.

**Commencement Information**

**I37** Sch. 14 para. 2 in force at 22.8.2013, see [art. 1](#)

3.—(1) Subject to sub-paragraphs (2) to (4), if as the result of the authorised works or their construction, or of any subsidence resulting from any of those works—

- (a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works), or other property of an operator; or
- (b) there is any interruption in the supply of the service provided by an operator, the promoter must bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and must—
  - (i) make reasonable compensation to an operator for loss sustained by it; and
  - (ii) indemnify an operator against claims, demands, proceedings, costs, damages and expenses which may be made or taken against, or recovered from, or incurred by, an operator by reason, or in consequence of, any such damage or interruption.

(2) Sub-paragraph (1) does not apply to—

- (a) any apparatus in respect of which the relations between the promoter and an operator are regulated by the provisions of Part 3 of the 1991 Act; or
- (b) any damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised works.

(3) Nothing in sub-paragraph (1) imposes any liability on the promoter with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an operator, its officers, servants, contractors or agents.

(4) The operator must give the promoter reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand may be made without the consent of the promoter which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(5) Any difference arising between the promoter and the operator under this Schedule is to be referred to and settled by arbitration under article 51 (arbitration).

**Commencement Information**

**I38** Sch. 14 para. 3 in force at 22.8.2013, see [art. 1](#)



**Changes to legislation:** There are outstanding changes not yet made by the legislation.gov.uk editorial team to The Leeds Railway Station (Southern Entrance) Order 2013. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

SCHEDULE 15

Article 46

FOR THE PROTECTION OF THE TRUST

1.—(1) The following provisions of this Schedule, unless otherwise agreed in writing between the promoter and the Trust, have effect.

(2) In this Schedule—

“construction”, in relation to any specified work or protective work, includes—

- (a) the execution and placing of that work; and
- (b) any replacing, relaying, removal, alteration, renewal, maintenance, repair or reconstruction of that work as may be carried out during the period of 12 months from the completion of the work;

and “construct” and “constructed” have corresponding meanings;

“detriment” means any damage to the relevant part of the waterway or any other property of the Trust and, without limitation on the scope of that meaning, includes—

- (c) the erosion of the bed or banks of the relevant part of the waterway, or the impairment of the stability of any works, lands or premises forming part of the relevant part of the waterway;
- (d) the silting of the relevant part of the waterway or the deposit of materials in it so as to permanently damage the relevant part of the waterway;
- (e) the pollution of the relevant part of the waterway;
- (f) any permanent alteration in the water level of the relevant part of the waterway, or permanent interference with the supply of water to it, or drainage of water from it; and
- (g) any permanent harm to the ecology of the relevant part of the waterway (including any permanent adverse impact on any site of special scientific interest comprised in the relevant part of the waterway).

“the engineer” means an engineer appointed by the Trust for the purpose in question;

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

“protective work” means a work which is reasonably necessary to be carried out before the commencement of construction of any specified work to prevent detriment;

“specified work” means so much of any of the authorised works as is situated upon, across under, over or within 15 metres of, or may directly and physically affect, the relevant part of the waterway.

**Commencement Information**

**I39** Sch. 15 para. 1 in force at 22.8.2013, see [art. 1](#)

2. The promoter must not under the powers conferred by this Order acquire compulsorily any land of the Trust or any easement or other right over such land, other than such land or easements or other rights over such land, as is reasonably necessary for, or in connection with, the construction, maintenance or operation of the authorised works.

**Commencement Information**

**I40** Sch. 15 para. 2 in force at 22.8.2013, see [art. 1](#)



3.—(1) The promoter must not in the exercise of the powers conferred by this Order permanently obstruct or interfere with pedestrian or vehicular access to the relevant part of the waterway unless such permanent obstruction or interference with such access is with the consent of the Trust.

(2) Nothing in article 13 (discharge of water) authorises the promoter—

- (a) to discharge any water directly or indirectly into the relevant part of the waterway; or
- (b) to carry out any works to, or make any opening in, or otherwise interfere with, the relevant part of the waterway (including the banks and bed thereof),

except with the consent of the Trust and in accordance with plans approved by, and under the supervision (if given) of, the engineer.

(3) The promoter must not exercise the powers conferred by article 14 (protective works to buildings, roads and apparatus of a statutory undertaker) in relation to any building forming part of the relevant part of the waterway, or situated on land or property of the Trust forming part of the relevant part of the waterway, except with the consent of the Trust.

(4) The promoter must not exercise the powers conferred by article 15 (power to survey and investigate land) or the powers conferred by section 11(3) of the 1965 Act in relation to the relevant part of the waterway except with the consent of the Trust.

(5) The promoter must not exercise the powers conferred by section 271 or 272 of the 1990 Act, as applied by Schedule 12 to this Order, so as to permanently divert any right of access to the relevant part of the waterway, but any such right of access may be permanently diverted with the consent of the Trust.

(6) The consent of the Trust under any of sub-paragraphs (1), (3), (4) and (5) and the approval of plans under sub-paragraph (2) must not be unreasonably withheld or delayed but may be given subject to reasonable conditions which in the case of article 13 (discharge of water) may include conditions—

- (a) specifying the maximum volume of water which may be discharged in any period; and
- (b) authorising the Trust on giving reasonable notice (except in an emergency, when the Trust may require immediate suspension) to the promoter to require the promoter to suspend the discharge of water or reduce the flow of water where this is necessary by reason of any operational requirement of the Trust and where a reasonable alternative is available to enable the promoter to discharge the water in question during the period of the suspension.

#### **Commencement Information**

**I41** Sch. 15 para. 3 in force at 22.8.2013, see [art. 1](#)

4. The promoter must not use any land or property of the Trust forming part of the relevant part of the waterway for the passage or siting of vehicles, plant or machinery employed in the construction of the specified work other than—

- (a) with the consent in writing of the engineer whose consent must not be unreasonably withheld; and
- (b) subject to compliance with such reasonable requirements as the engineer may from time to time specify—
  - (i) for the prevention of detriment; or
  - (ii) in order to avoid or reduce any inconvenience to the Trust, its officers and agents and all other persons lawfully on such land or property.

**Changes to legislation:** There are outstanding changes not yet made by the legislation.gov.uk editorial team to The Leeds Railway Station (Southern Entrance) Order 2013. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

#### Commencement Information

**I42** Sch. 15 para. 4 in force at 22.8.2013, see [art. 1](#)

5. If in consequence of or in connection with the exercise of the powers conferred by this Order any part of a way over land forming part of the relevant part of the waterway or any public right of way giving access to the relevant part of the waterway (“the closed section”) is temporarily closed to persons on foot or on cycles and there is no way which provides a reasonable alternative, the promoter must to the reasonable satisfaction of the Trust, provide in substitution as sufficient and convenient a way as is reasonably practicable between the points of commencement and termination of the closed section for such time as the closure continues.

#### Commencement Information

**I43** Sch. 15 para. 5 in force at 22.8.2013, see [art. 1](#)

6. Where so required by the engineer the promoter must, to the reasonable satisfaction of the engineer, fence off any specified work or protective work or take such other steps as the engineer may require to be taken for the purpose of separating a specified work or a protective work from the relevant part of the waterway, whether on a temporary or permanent basis or both.

#### Commencement Information

**I44** Sch. 15 para. 6 in force at 22.8.2013, see [art. 1](#)

7.—(1) Before the commencement of the initial construction of any part of the specified works and again following completion of the specified works the promoter must bear the reasonable costs of the carrying out, by a qualified surveyor or engineer (“the surveyor”) to be approved by the Trust and the promoter, of surveys (“the surveys”) of so much of the relevant part of the waterway and of any land and existing works of the promoter which may provide support for the relevant part of the waterway as will or may be affected by the specified works.

(2) For the purposes of the surveys the promoter must—

- (a) on being given reasonable notice (save in case of emergency, when immediate access must be afforded) afford reasonable facilities to the surveyor for access to the site of the specified works and to any land and existing works of the promoter which may provide support for the relevant part of the waterway as will or may be affected by the specified works; and
- (b) supply the surveyor as soon as reasonably practicable with all such information as he may reasonably require with regard to such land and existing works of the promoter and to the specified works or the method of their construction.

(3) The reasonable costs of the surveys must include the costs of any dewatering or reduction of the water level of any part of the relevant part of the waterway (where reasonably required) which may be effected to facilitate the carrying out of the surveys and the provisions of this Schedule apply with all necessary modifications to any such dewatering or reduction in the water level as though the same were specified works.

(4) Copies of the reports of the surveys must be provided to both the Trust and the promoter.

**Commencement Information**

**I45** Sch. 15 para. 7 in force at 22.8.2013, see [art. 1](#)

**8.—(1)** The promoter must, before commencing construction of any specified work, including any temporary works, supply to the Trust proper and sufficient plans of that work and such further particulars available to it as the Trust may within 14 days of the submission of the plans reasonably require for the approval of the engineer and must not commence such construction of any specified work until plans of that work have been approved in writing by the engineer or settled by arbitration.

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld or delayed, and if within 56 days after such plans (including any other particulars reasonably required under sub-paragraph (1)) have been supplied to the Trust the engineer has not intimated disapproval of those plans and the grounds of disapproval the engineer is deemed to have approved the plans as submitted.

(3) When signifying his approval of the plans the engineer may specify—

- (a) any protective work (whether temporary or permanent); and
- (b) such other requirements as may be reasonably necessary to prevent detriment,

and such protective work must be constructed by the Trust or (if the Trust so desires) by the promoter with all reasonable dispatch and the promoter must not commence the construction of any specified work until the engineer has notified the promoter that the protective work has been completed to the engineer's reasonable satisfaction.

**Commencement Information**

**I46** Sch. 15 para. 8 in force at 22.8.2013, see [art. 1](#)

**9.** Without affecting its obligations under the provisions of this Schedule the promoter must consult the Trust on—

- (a) the design and appearance of the specified works, including the materials to be used for their construction; and
- (b) the environmental effects of the specified works;

and must have regard to such views as may be expressed by the Trust, to the extent that these accord with the requirements of the local planning authority in response to such consultation pursuant, in particular, to the requirements imposed on the Trust by section 22 (general environmental and recreational duties) of the British Waterways Act 1995<sup>(7)</sup> and to the interest of the Trust in preserving and enhancing the environment of the relevant part of the waterway.

**Commencement Information**

**I47** Sch. 15 para. 9 in force at 22.8.2013, see [art. 1](#)

**10.** The promoter must give to the engineer 56 days' notice of its intention to commence the construction of any of the specified works or protective works, or, in the case of repair carried out in an emergency, such notice as may be reasonably practicable so that, in particular, the Trust may where appropriate arrange for the publication of notices bringing those works to the attention of users of the relevant part of the waterway.

(7) 1995 c. i.

**Changes to legislation:** There are outstanding changes not yet made by the legislation.gov.uk editorial team to The Leeds Railway Station (Southern Entrance) Order 2013. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

**Commencement Information**

**I48** Sch. 15 para. 10 in force at 22.8.2013, see [art. 1](#)

**11.** The promoter must provide and maintain at its own expense in the vicinity of any specified works or protective work such temporary lighting and such signal lights for the control of navigation as the engineer may reasonably require during the construction or failure of the specified work or protective work.

**Commencement Information**

**I49** Sch. 15 para. 11 in force at 22.8.2013, see [art. 1](#)

**12.—(1)** Any specified works must, when commenced, be constructed—

- (a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled in accordance with this Schedule and with any requirements made under paragraph 8(3)(b);
- (b) under the supervision (if given) and, in the case of any specified work which directly and physically affects the relevant part of the waterway, to the reasonable satisfaction of the engineer;
- (c) in such manner as to cause as little detriment as is reasonably practicable; and
- (d) in such manner as to cause as little inconvenience as is reasonably practicable to the Trust, its officers and agents and all other persons lawfully using the relevant part of the waterway.

**Commencement Information**

**I50** Sch. 15 para. 12 in force at 22.8.2013, see [art. 1](#)

**13.—(1)** Any pile, stump or other obstruction which becomes exposed in consequence of the construction of a specified work must be removed by the promoter or, if it is not reasonably practicable to remove it, must be cut off at such level below the bed of the relevant part of the waterway as the Trust may direct.

(2) If the promoter fails to remove any such pile, stump or other obstruction within 28 days after receipt of written notice from the Trust requiring the removal, the Trust may carry out the removal and recover its costs from the promoter.

**Commencement Information**

**I51** Sch. 15 para. 13 in force at 22.8.2013, see [art. 1](#)

**14.** The promoter must not in the course of constructing any specified work or protective work or otherwise in connection with the works do or permit anything which may result in the pollution of the relevant part of the waterway or the deposit of materials in it and must take such steps as the engineer may reasonably require to avoid or make good any breach of its obligations under this paragraph; but this provision does not prevent the promoter from carrying out works within the relevant part of the waterway.

---

**Commencement Information**

**I52** Sch. 15 para. 14 in force at 22.8.2013, see [art. 1](#)

**15.—(1)** The promoter must at all times on being given reasonable notice allow reasonable facilities to the engineer for access to any specified work during its construction; but such facilities for access are subject to the promoter's reasonable requirements for ensuring the safety of the railway and of the engineer and other persons working on the railway.

(2) The promoter must supply the engineer with all such information as the engineer may reasonably require with regard to any specified work or the method of constructing it.

---

**Commencement Information**

**I53** Sch. 15 para. 15 in force at 22.8.2013, see [art. 1](#)

**16.—(1)** If during the construction of a specified work or during a period of 24 months after the completion of a specified work any alterations or additions, either permanent or temporary, to the relevant part of the waterway are reasonably necessary in consequence of the construction of the specified work in order to avoid detriment, and the Trust gives to the promoter reasonable notice of its intention to carry out such alterations or additions (which must be specified in the notice), the promoter must pay to the Trust the reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by the Trust in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If the cost of maintaining, working or renewing the relevant part of the waterway is reduced in consequence of any such alterations or additions a capitalised sum representing such saving must be set off against any sum payable by the promoter to the Trust under this paragraph.

---

**Commencement Information**

**I54** Sch. 15 para. 16 in force at 22.8.2013, see [art. 1](#)

**17.—(1)** The promoter must, upon completion of any part of any permanent specified work, remove as soon as practicable any temporary works constructed and materials for temporary works placed in, on, over or under the relevant part of the waterway in connection with that part of the specified work.

(2) All temporary works must be removed to the reasonable satisfaction of the engineer, and in the construction, maintenance and removal of such works the promoter must not cause unavoidable detriment.

---

**Commencement Information**

**I55** Sch. 15 para. 17 in force at 22.8.2013, see [art. 1](#)

**18.** If at any time after the completion of a specified work, not being a work vested in the Trust, the Trust gives notice to the promoter informing it that the state of maintenance of the work appears to be such that the work is causing, or is likely to cause, detriment, the promoter must, on receipt of such notice, take such steps as may be reasonably necessary to put the work in such state of maintenance as not to cause such detriment.

**Changes to legislation:** There are outstanding changes not yet made by the legislation.gov.uk editorial team to The Leeds Railway Station (Southern Entrance) Order 2013. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

**Commencement Information**

**I56** Sch. 15 para. 18 in force at 22.8.2013, see [art. 1](#)

**19.** Any additional expenses which the Trust may reasonably incur in maintaining the relevant part of the waterway under any powers existing at the making of this Order by reason of the existence of a specified work must, provided that 56 days' previous notice of the commencement of such maintenance has been given to the promoter, be repaid by the promoter to the Trust.

**Commencement Information**

**I57** Sch. 15 para. 19 in force at 22.8.2013, see [art. 1](#)

**20.** The promoter must repay to the Trust all fees, costs, charges and expenses reasonably incurred by the Trust—

- (a) in constructing any protective works under the provisions of paragraph 8(3)(a) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;
- (b) in respect of the approval by the engineer of plans submitted by the promoter and the supervision by the engineer of the construction or repair of any specified work and any protective work;
- (c) in respect of the employment during the period of the initial construction of any specified work or protective work of any inspectors, watchkeepers and other persons whom it is reasonably necessary to appoint for inspecting, watching and lighting any part of the relevant part of the waterway and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of the specified work or any protective work; and
- (d) in bringing the specified work or any protective work to the notice of users of the relevant part of the waterway.

**Commencement Information**

**I58** Sch. 15 para. 20 in force at 22.8.2013, see [art. 1](#)

**21.—(1)** If any detriment is caused by the construction or failure of any specified work or protective work, the promoter (if so required by the Trust) must make good such detriment and must pay to the Trust all reasonable expenses to which the Trust may be put, and compensation for any loss which the Trust may sustain, in making good or otherwise by reason of the detriment.

(2) The promoter is responsible for and must make good to the Trust all costs, charges, damages, expenses and losses not otherwise provided for in this Schedule which may be occasioned to or reasonably incurred by the Trust—

- (a) by reason of the construction of any specified work or a protective work or the failure of such a work; or
- (b) by reason of any act or omission of the promoter or of any person in its employ or of its contractors or others whilst engaged upon the construction of any specified work or of a protective work,

and subject to sub-paragraph (4) the promoter must effectively indemnify and hold harmless the Trust from and against all claims and demands arising out of any of the matters referred to in paragraphs (a) and (b).

(3) The fact that any act or thing may have been done by the Trust on behalf of the promoter or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer's supervision or in accordance with any directions or awards of an arbitrator does not (if it was done without negligence on the part of the Trust or of any person in its employ or of its contractors or agents) excuse the promoter from any liability under the provisions of this paragraph.

(4) The Trust must give the promoter reasonable notice of any such claim or demand and no settlement or compromise of such a claim or demand is to be made without the prior consent of the promoter.

**Commencement Information**

**I59** Sch. 15 para. 21 in force at 22.8.2013, see [art. 1](#)

**22.** Where under any provision of this Schedule the Trust or the promoter (as the case may be) is entitled to a capitalised sum, it must provide such details of the formula by which the sum is calculated as may reasonably be requested by the party required to pay the sum.

**Commencement Information**

**I60** Sch. 15 para. 22 in force at 22.8.2013, see [art. 1](#)

**23.** Except as provided by this Order, nothing in this Order is to prejudice or derogate from the estates, rights, interests, privileges, liberties or franchises of the Trust or alter or diminish any power, authority or jurisdiction vested in the Trust at the making of this Order.

**Commencement Information**

**I61** Sch. 15 para. 23 in force at 22.8.2013, see [art. 1](#)

**24.** Any difference arising between the promoter and the Trust under this Schedule (other than a difference as to the meaning or construction of this Schedule) is to be referred to and settled by arbitration in accordance with article 51 (arbitration).

**Commencement Information**

**I62** Sch. 15 para. 24 in force at 22.8.2013, see [art. 1](#)

SCHEDULE 16

Articles 4 and 47

FOR THE PROTECTION OF THE ENVIRONMENT AGENCY

**1.—(1)** The following provisions of this Schedule, unless otherwise agreed in writing between the promoter and the Agency, have effect.

(2) In this Schedule—



**Changes to legislation:** There are outstanding changes not yet made by the legislation.gov.uk editorial team to The Leeds Railway Station (Southern Entrance) Order 2013. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

“the Agency” means the Environment Agency;

“construction” includes execution, placing, altering, replacing, relaying and removal and “construct” and “constructed” are construed accordingly;

“drainage work” means any watercourse and includes any land which provides or is expected to provide flood storage capacity for any watercourse and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage, flood defence or tidal monitoring;

“the fishery” means the relevant part of the waterway containing fish and the spawn, habitat or food of such fish;

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

“specified work” means so much of any work or operation authorised by this Order as is in, on, under, over or within 16 metres of a drainage work or is otherwise likely to—

- (a) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;
- (b) affect the flow, purity or quality of water in any watercourse or other surface waters or ground water;
- (c) cause obstruction to the free passage of fish or damage to any fishery; or
- (d) affect the conservation, distribution or use of water resources.

**Commencement Information**

**I63** Sch. 16 para. 1 in force at 22.8.2013, see [art. 1](#)

2.—(1) Before beginning to construct any specified work, the promoter must submit to the Agency plans of the specified work and such further particulars available to it as the Agency may within 28 days of the submission of the plans reasonably require.

(2) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the Agency, or determined under paragraph 13.

(3) Any approval of the Agency required under this paragraph—

- (a) must not be unreasonably withheld;
- (b) is deemed to have been given if it is neither given nor refused within 2 months of the submission of the plans for approval and, in the case of a refusal, accompanied by a statement of the grounds of refusal; and
- (c) may be given subject to such reasonable requirements as the Agency may make for the protection of any drainage work or the fishery or for the protection of water resources, or for the prevention of flooding or pollution or in the discharge of its environmental duties.

(4) The Agency must use its reasonable endeavours to respond to the submission of any plans before the expiration of the period mentioned in sub-paragraph (3)(b).

**Commencement Information**

**I64** Sch. 16 para. 2 in force at 22.8.2013, see [art. 1](#)

3. Without limitation on the scope of paragraph 2, the requirements which the Agency may make under that paragraph include conditions requiring the promoter at its own expense to construct such protective works, whether temporary or permanent, during the construction of the specified works (including the provision of flood banks, walls or embankments or other new works and



the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

- (a) to safeguard any drainage work against damage; or
- (b) 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.

---

**Commencement Information**

**I65** Sch. 16 para. 3 in force at 22.8.2013, see [art. 1](#)

4.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the Agency under paragraph 3, must be constructed—

- (a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Schedule; and
- (b) to the reasonable satisfaction of the Agency,

and an officer of the Agency is entitled to watch and inspect the construction of such works.

(2) The promoter must give to the Agency not less than 14 days' notice in writing of its intention to commence construction of any specified work and notice in writing of its completion not later than 7 days after the date on which it is brought into use.

(3) If any part of a specified work or any protective work required by the Agency is constructed otherwise than in accordance with the requirements of this Schedule, the Agency may by notice in writing require the promoter at the promoter's own expense to comply with the requirements of this Schedule or (if the promoter so elects and the Agency in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to such extent and within such limits as the Agency reasonably requires.

(4) Subject to sub-paragraph (5) and paragraph 8, if within a reasonable period, being not less than 28 days from the date when a notice under sub-paragraph (3) is served upon the promoter, it has failed to begin taking steps to comply with the requirements of the notice and subsequently to make reasonably expeditious progress towards their implementation, the Agency may execute the works specified in the notice and any expenditure incurred by it in so doing is recoverable from the promoter.

(5) In the event of any dispute as to whether sub-paragraph (3) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the Agency must not except in emergency exercise the powers conferred by sub-paragraph (4) until the dispute has been finally determined.

---

**Commencement Information**

**I66** Sch. 16 para. 4 in force at 22.8.2013, see [art. 1](#)

5.—(1) Subject to the provisions of this Schedule and except to the extent that the Agency or another person is liable to maintain any such work and is not precluded by the exercise of the powers conferred by this Order from so doing, the promoter must from the commencement of the construction of the specified works maintain in good repair and condition and free from obstruction any drainage work which is situated within the limits of deviation or on land held by the promoter

**Changes to legislation:** There are outstanding changes not yet made by the legislation.gov.uk editorial team to The Leeds Railway Station (Southern Entrance) Order 2013. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) [View outstanding changes](#)

for the purposes of or in connection with the specified works, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any such drainage work which the promoter is liable to maintain is not maintained to the reasonable satisfaction of the Agency, the Agency may by notice in writing require the promoter to repair and restore the work, or any part of such work, or (if the promoter so elects and the Agency in writing consents, such consent not to be unreasonably withheld or delayed), to remove the work and restore the site to its former condition, to such extent and within such limits as the Agency reasonably requires.

(3) Subject to paragraph 8, if, within a reasonable period being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the promoter, the promoter has failed to begin taking steps to comply with the reasonable requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the Agency may do what is necessary for such compliance and may recover any expenditure reasonably incurred by it in so doing from the promoter.

(4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the Agency must not except in a case of emergency exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined.

---

**Commencement Information**

**I67** Sch. 16 para. 5 in force at 22.8.2013, see [art. 1](#)

6. Subject to paragraph 8, if by reason of the construction of any specified work or of the failure of any such work the efficiency of any drainage work for flood defence purposes is impaired, or that drainage work is otherwise damaged, such impairment or damage must be made good by the promoter to the reasonable satisfaction of the Agency and if the promoter fails to do so, the Agency may make good the impairment or damage and recover from the promoter the expense reasonably incurred by it in doing so.

---

**Commencement Information**

**I68** Sch. 16 para. 6 in force at 22.8.2013, see [art. 1](#)

7.—(1) The promoter must take all such measures as may be reasonably practicable to prevent any interruption of the free passage of fish in the fishery during the construction of any specified work.

(2) If by reason of—

- (a) the construction of any specified work; or
- (b) the failure of any such work,

damage to the fishery is caused, or the Agency has reason to expect that such damage may be caused, the Agency may serve notice on the promoter requiring it to take such steps as may be reasonably practicable to make good the damage, or, as the case may be, to protect the fishery against such damage.

(3) Subject to paragraph 8, if within such time as may be reasonably practicable for that purpose after the receipt of written notice from the Agency of any damage or expected damage to a fishery, the promoter fails to take such steps as are described in sub-paragraph (2), the Agency may take those steps and may recover from the promoter the expense reasonably incurred by it in doing so.

(4) Subject to paragraph 8, in any case where immediate action by the Agency is reasonably required in order to secure that the risk of damage to the fishery is avoided or reduced, the Agency may take such steps as are reasonable for the purpose, and may recover from the promoter the reasonable cost of so doing provided that notice specifying those steps is served on the promoter as soon as reasonably practicable after the Agency has taken, or commenced to take, the steps specified in the notice.

**Commencement Information**

**I69** Sch. 16 para. 7 in force at 22.8.2013, see [art. 1](#)

**8.** Nothing in paragraphs 4(4), 5(3), 6, 7(3) and (4) authorises the Agency to execute works on or affecting the authorised works.

**Commencement Information**

**I70** Sch. 16 para. 8 in force at 22.8.2013, see [art. 1](#)

**9.** The promoter must indemnify the Agency in respect of all costs, charges and expenses which the Agency may reasonably incur or have to pay or which it may sustain—

- (a) in the examination or approval of plans under this Schedule; and
- (b) in the inspection of the construction of the specified works or any protective works required by the Agency under this Schedule.

**Commencement Information**

**I71** Sch. 16 para. 9 in force at 22.8.2013, see [art. 1](#)

**10.—(1)** Without affecting the other provisions of this Schedule, the promoter must indemnify the Agency in respect of all claims, demands, proceedings, costs, damages, expenses or loss, which may be made or taken against, recovered from, or incurred by, the Agency by reason of—

- (a) any damage to any drainage work so as to impair its efficiency for the purposes of flood defence;
- (b) any damage to the fishery;
- (c) any raising or lowering of the water table in land adjoining the authorised works or any sewers, drains and watercourses;
- (d) any flooding or increased flooding of any such lands; or
- (e) inadequate water quality in any watercourse or other surface waters or in any groundwater,

which is caused by the construction of any of the specified works or any act or omission of the promoter, its contractors, agents or employees whilst engaged upon the work.

(2) The Agency must give to the promoter reasonable notice of any such claim or demand and no settlement or compromise may be made without the agreement of the promoter which agreement must not be unreasonably withheld or delayed.

**Commencement Information**

**I72** Sch. 16 para. 10 in force at 22.8.2013, see [art. 1](#)

**Changes to legislation:** There are outstanding changes not yet made by the legislation.gov.uk editorial team to The Leeds Railway Station (Southern Entrance) Order 2013. Any changes that have already been made by the team appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

**11.** The fact that any work or thing has been executed or done by the promoter in accordance with a plan approved or deemed to be approved by the Agency, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the promoter from any liability under the provisions of this Schedule.

**Commencement Information**

**I73** Sch. 16 para. 11 in force at 22.8.2013, see [art. 1](#)

**12.** For the purposes of Chapter 2 of Part 2 of the Water Resources Act 1991<sup>(8)</sup> (abstraction and impounding of water), section 109 of that Act (as to structures in, over or under watercourses) and Part 4 of the Eels (England and Wales) Regulations 2009<sup>(9)</sup> (passage of eels) as applying to the construction of any specified work, any consent or approval given or deemed to be given by the Agency under this Schedule with respect to such construction is deemed also to constitute a licence under that Chapter to obstruct or impede the flow of inland waters at that point by means of impounding works, to constitute a consent or approval under section 109 and to discharge any liability on the promoter to carry out anything under regulation 14 of the Eels (England and Wales) Regulations 2009, as the case may be.

**Commencement Information**

**I74** Sch. 16 para. 12 in force at 22.8.2013, see [art. 1](#)

**13.** Any dispute arising between the promoter and the Agency under this Schedule, if the parties agree, is to be determined by arbitration under article 51 (arbitration), but otherwise is to be determined by the Secretary of State for Environment, Food and Rural Affairs and the Secretary of State for Transport acting jointly on a reference to them by the promoter or the Agency, after notice in writing by one to the other.

**Commencement Information**

**I75** Sch. 16 para. 13 in force at 22.8.2013, see [art. 1](#)

---

<sup>(8)</sup> 1991 c. 57.  
<sup>(9)</sup> S.I. 2009/3344.

**Changes to legislation:**

There are outstanding changes not yet made by the legislation.gov.uk editorial team to The Leeds Railway Station (Southern Entrance) Order 2013. Any changes that have already been made by the team appear in the content and are referenced with annotations.

[View outstanding changes](#)

**Changes and effects yet to be applied to :**

- Sch. 14 para. 1(2) words inserted by [S.I. 2017/1011 Sch. 1 para. 25\(2\)\(a\)\(iii\)](#) (This amendment comes into force on the day on which section 4 of, and Schedule 1 to, the Digital Economy Act 2017 come fully into force. S.I. 2017/1286, reg. 2 brought those provisions fully into force on 28.12.2017)
- Sch. 14 para. 1(2) words omitted by [S.I. 2017/1011 Sch. 1 para. 25\(2\)\(a\)\(i\)](#) (This amendment comes into force on the day on which section 4 of, and Schedule 1 to, the Digital Economy Act 2017 come fully into force. S.I. 2017/1286, reg. 2 brought those provisions fully into force on 28.12.2017)
- Sch. 14 para. 1(2) words substituted by [S.I. 2017/1011 Sch. 1 para. 25\(2\)\(a\)\(ii\)](#) (This amendment comes into force on the day on which section 4 of, and Schedule 1 to, the Digital Economy Act 2017 come fully into force. S.I. 2017/1286, reg. 2 brought those provisions fully into force on 28.12.2017)
- Sch. 14 para. 2 words substituted by [S.I. 2017/1011 Sch. 1 para. 25\(2\)\(b\)](#) (This amendment comes into force on the day on which section 4 of, and Schedule 1 to, the Digital Economy Act 2017 come fully into force. S.I. 2017/1286, reg. 2 brought those provisions fully into force on 28.12.2017)
- art. 13(7) words substituted by [S.I. 2016/1154 Sch. 29 Pt. 2 para. 51](#)