

SCHEDULES

SCHEDULE 12

PROTECTIVE PROVISIONS

PART 4

FOR THE PROTECTION OF HIGH SPEED TWO (HS2) LIMITED

Regulation of powers

36.—(1) The undertaker must before commencing construction of any specified work supply to the company proper and sufficient plans of that work for the reasonable approval of the company's engineer and the specified work must not be commenced except in accordance with such plans as have been approved in writing by the company's engineer or settled by arbitration.

(2) The approval of the company's engineer under sub-paragraph (1) must not be unreasonably withheld or delayed, and may be made subject to such conditions as are reasonably necessary to mitigate the impact of the specified works on the construction, commissioning, maintenance, operation or safety of the HS2 works.

(3) Without limiting the scope of sub-paragraph (2), if by the end of the period of 28 days beginning with the date on which plans are supplied to the company under sub-paragraph (1), the company's engineer has not intimated disapproval of those plans and the grounds of disapproval the undertaker may serve upon the company's engineer written notice requiring the company's engineer to intimate approval or disapproval within a further period of 28 days.

(4) If by the end of the period of 28 days beginning with the date upon which the company's engineer receives notice under sub-paragraph (3), the engineer has not intimated approval or disapproval, the engineer is deemed to have approved the plans as submitted.

Commencement Information

II Sch. 12 para. 36 in force at 11.6.2020, see [art. 1](#)

37.—(1) Any specified work must, when commenced, be constructed—

- (a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 36 unless otherwise agreed in writing between the company and the undertaker;
- (b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the company's engineer; and
- (c) in such manner as to cause as little damage as is possible to the HS2 land.

(2) If any such damage is caused by the carrying out of, or in consequence of the construction of, a specified work, the company may inspect the damage and either—

Changes to legislation: There are currently no known outstanding effects for the The M42 Junction 6 Development Consent Order 2020, Cross Heading: Regulation of powers. (See end of Document for details)

- (a) direct that the undertaker, regardless of any approval described in paragraph 36(1), make good such damage and pay to the company all reasonable expenses to which the company may be put and compensation for any costs or losses which it may sustain by reason of any such damage; or
 - (b) except in relation to HS2 land vested in the undertaker, elect to make good such damage itself and recover from the undertaker all reasonable expenses to which the company may be put and compensation for any costs or losses which it may sustain by reason of any such damage.
- (3) Nothing in this Part of this Schedule imposes—
- (a) any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of the company or its servants, contractors or agents; or
 - (b) any liability on the company with respect to any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.

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Commencement Information

I2 Sch. 12 para. 37 in force at 11.6.2020, see [art. 1](#)

38. The undertaker must—

- (a) at all times afford reasonable facilities to the company’s engineer for access to a specified work during its construction; and
- (b) supply the company’s engineer with all such information as the company’s engineer may reasonably require with regard to a specified work or the method of constructing it.

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Commencement Information

I3 Sch. 12 para. 38 in force at 11.6.2020, see [art. 1](#)

39. The undertaker must repay to the company all fees, costs, charges and expenses reasonably and properly incurred by the company in respect of the approval by the company’s engineer of plans submitted by the undertaker and the supervision by the company’s engineer of the construction of a specified work.

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Commencement Information

I4 Sch. 12 para. 39 in force at 11.6.2020, see [art. 1](#)

40.—(1) Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not permanently or temporarily acquire HS2 land or any rights on, across, under or over HS2 land otherwise than by written agreement with the company.

(2) The undertaker must not exercise the powers conferred by article 23 (authority to survey and investigate the land) in respect of any HS2 land otherwise than by written agreement with the company.

(3) The provisions of this paragraph do not apply to any HS2 land that is vested in the undertaker.

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Commencement Information

I5 Sch. 12 para. 40 in force at 11.6.2020, see [art. 1](#)

Changes to legislation:

There are currently no known outstanding effects for the The M42 Junction 6 Development Consent Order 2020, Cross Heading: Regulation of powers.