

SCHEDULES

SCHEDULE 1

Articles 2 and 8

SCHEDULED WORKS

In the County of West Yorkshire, District of Kirklees—

Work No. 1A - A railway (990 metres in length) partly in tunnel, on the course of the existing railway (Manchester to Dewsbury line) commencing at a point 300 metres south of the junction of Gledholt Bank with Greenhead Road and terminating at a point 85 metres north of the junction of Upperhead Row with George Street. Work No. 1A includes the lowering of track through Gledholt Tunnel and Huddersfield Tunnel.

Work No. 1B - A railway (1,001 metres in length) partly in tunnel, on the course of the existing railway (Manchester to Dewsbury line) commencing at a point 110 metres north of the junction of Gledholt Bank with Longroyd Place and terminating at a point 60 metres north-east of the junction of Upperhead Row with Half Moon Street. Work No. 1B includes the lowering of track through Gledholt Tunnel and Huddersfield Tunnel.

Work No. 1C - A railway (1,051 metres in length) partly in tunnel and partly on viaduct, on the course of the existing railway (Manchester to Dewsbury and Huddersfield to Dewsbury lines) commencing at a point 65 metres north-west of the junction of Half Moon Street with Sergeantson Street and terminating at a point 32 metres south of the junction of Willow Lane East with Alder Street. Work No. 1C includes the reconfiguration of Huddersfield Station and remedial and reconfiguration works to Huddersfield Viaduct MVL3 Underbridge 92.

Work No. 2 - A railway (2,196 metres in length) on the course of the existing railway (Huddersfield to Dewsbury line) commencing at a point 35 metres south-east of the junction of Willow Lane East with Alder Street and terminating at a point 205 metres east of Peel's Pit, MVL3 Underbridge 100. Work No.2 includes the infill of Peel's Pit MVL3 Underbridge 100.

Work No. 2A - A railway (494 metres in length) forming a siding commencing at a point 25 metres east of the junction of Willow Lane East with Alder Street and terminating at a point 110 metres south-east of the junction of Alder Street with Abbey Road.

Work No. 2B - A railway (286 metres in length) forming a spur off the existing railway (Huddersfield to Dewsbury line) commencing at a point 180 metres east of the junction of Hammond Street with Abbey Road and terminating by a junction with the existing railway (Huddersfield to Dewsbury line) at a point 105 metres south of the junction of Aquamarine Drive with Topaz Close.

Work No. 2C - Reconstruction of Red Doles Road MVL3 Underbridge 96 carrying Red Doles Road under Work No.2 and the existing railway (Huddersfield to Dewsbury line) commencing at a point 80 metres south of the junction of Aquamarine Drive with Jacinth Court and terminating at a point 15 metres south-east of its commencement.

Work No. 3 - Reconstruction of Field House MVL3 Overbridge 98 carrying Footpath HUD/42/10 over Work No.2 and the existing railway (Huddersfield to Dewsbury line) commencing at a point 160 metres south-east of the junction of Footpath HUD/42/10 with Footpath HUD/39/10 and terminating at a point 25 metres south-east of its commencement.

Work No. 4 - Reconstruction of Ridings MVL3 Underbridge 99 carrying Footpath HUD/44/30 under Work No.2 and the existing railway (Huddersfield to Dewsbury line) commencing at a point 23

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metres south of the junction of Footpath HUD/44/20 with Footpath HUD/44/40 and terminating at a point 20 metres south of its commencement.

Work No. 5 - A railway (1,411 metres in length) on the course of the existing railway (Huddersfield to Dewsbury line) commencing at a point 310 metres north-west of the junction of A62 Leeds Road with Ashgrove Road and terminating at a point 230 metres east of the junction of A62 Leeds Road with Station Road. Work No. 5 includes the reconstruction of Deighton Station.

Work No. 6 - Realignment of Whitacre Street (including a bridge over Work No.5 and the existing railway (Huddersfield to Dewsbury line)) commencing at a point on that road 195 metres south-west of the junction of that road with Deighton Road and terminating at a point 145 metres south-east of its commencement. Work No. 6 includes the demolition of the existing Whiteacre Street MVL3 Overbridge 101 carrying Whitacre Street over the existing railway (Huddersfield to Dewsbury line) and the infill of the existing stone arch of that bridge.

Work No. 7 - Realignment of A62 Leeds Road (including a bridge over Work No.5 and the existing railway (Huddersfield to Dewsbury line)) commencing at a point on that road 210 metres north-east of the junction of A62 Leeds Road with Whitacre Street and terminating at a point 75 metres east of the junction of Deighton Road with Glenfield Avenue. Work No. 7 includes the demolition of the existing A62 Leeds Road MVL3 Overbridge 102 carrying A62 Leeds Road over the existing railway (Huddersfield to Dewsbury line).

Work No. 8 - Reconstruction of Wheatley's MVL3 Overbridge 103 carrying National Cycle Network Route 66 (Calder Valley Greenway) over Work No.5 and the existing railway (Huddersfield to Dewsbury line) commencing at a point 135 metres south-east of the junction of A62 Leeds Road with Brooklands and terminating at a point 35 metres south-east of its commencement.

Work No. 9A - A railway (692 metres in length) on the course of the existing railway (Huddersfield to Dewsbury line), partly on viaduct, commencing at a point 230 metres south-east of the junction of A62 Leeds Road with Station Road and terminating at a point 692 metres north-east of its commencement. Work No.9A includes reconfiguration works to Huddersfield Broad Canal MVL3 Underbridge 108 and Huddersfield Broad Canal MVL3 Underbridge 108S.

Work No. 9B - A railway (1,025 metres in length), partly on viaduct, commencing at a point 200 metres west of Heaton Lodge Sewage Works and terminating at a point 110 metres north-west of the junction of Helm Lane with Wood Lane.

Work No. 9C - A railway (1,107 metres in length) on the course of the existing railway (Huddersfield to Dewsbury line), partly on viaduct, commencing at a point 195 metres west of Heaton Lodge Sewage Works and terminating at a point 55 metres south-west of the junction of Waterside Walk with Wood Lane.

Work No. 9D - A railway (655 metres in length) on the course of the existing railway (Huddersfield to Dewsbury line) commencing at a point 110 metres north of the junction of Helm Lane with Wood Lane passing and terminating at a point 310 metres south of the junction of A644 Huddersfield Road with Stocks Bank Road.

Work No. 10 - Realignment of B6118 Colne Bridge Road (including a bridge over Work No.9A and the existing railway (Huddersfield to Dewsbury line)) commencing at a point on that road 160 metres south of the junction of A62 Leeds Road with Bradley Road and terminating at a point 165 metres south-east of its commencement. Work No. 10 includes the demolition of the existing B6118 Bridge Road MVL3 Overbridge 107 carrying B6118 Colne Bridge Road over the existing railway (Huddersfield to Dewsbury line) and the infill of existing spans 1 and 4 of that bridge.

Work No. 11 - Reconstruction of Parks MVL3 Overbridge 110 and MVL4 Overbridge 1 carrying an access road over Work No. 9B, Work No. 9C and the existing railway (Huddersfield to Dewsbury line) commencing at a point 145 metres east of the viaduct carrying the existing railway (Huddersfield to Dewsbury line) over the River Colne and terminating at a point 45 metres south-east of its commencement.

Work No. 11A - Diversion of a high-pressure gas main, commencing beneath a point 170 metres north-west of the junction of Helm Lane with Footpath KIR/240/10 and terminating beneath a point 115 metres south-east of its commencement.

Work No. 11B - Diversion of a high-pressure gas main, commencing beneath a point 210 metres west of the junction of Waterside Walk with Wood Lane and terminating beneath a point 45 metres south of its commencement.

Work No. 12 - Reconstruction of Heaton Lodge Footbridge MVL4 Footbridge 4 carrying Footpath KIR/240/10 over Work No.9C and the existing railway (Huddersfield to Dewsbury line) commencing at a point 215 metres west of the junction of Waterside Walk with Wood Lane and terminating at a point 30 metres south-east of its commencement.

Work No. 13 - Reconstruction of Helm Lane MVN2 Underbridge 188 carrying Footpath KIR/240/10 under Work No.9B and the existing railway (Huddersfield to Dewsbury line) commencing at a point 140 metres west of the junction of Waterside Walk with Wood Lane and terminating at a point 45 metres south of its commencement.

Work No. 14 - A railway (2,588 metres in length) on the course of the existing railway (Huddersfield to Dewsbury line), partly on viaduct, commencing at a point 310 metres south of the junction of A644 Huddersfield Road with Stocks Bank Road and terminating at a point 295 metres south-east of the junction of Steanard Lane with Sands Lane. Work No. 14 includes the reconstruction of Mirfield Station.

Work No. 15 - A railway (3,048 metres in length) partly on the course of the existing railway (Huddersfield to Dewsbury line), partly on viaduct, commencing at a point 295 metres south-east of the junction of Steanard Lane with Sands Lane and terminating at a point 65 metres south-east of the junction of A644 Huddersfield Road with Pinfold Hill. Work No. 15 includes a viaduct over the Calder and Hebble Navigation and the River Calder, the demolition of Ravensthorpe station, the construction of a station at Ravensthorpe, the reconfiguration of B6117 Fall Lane, Thornhill Road MDL1 Underbridge 9 and the infill of underbridges Occupation MDL1 Underbridge 10, Toad Holes MDL1 Underbridge 12 and Ming Hill MDL1 Underbridge 14.

Work No. 16 - A railway (550 metres in length) commencing at a point 190 metres south-west of Thornhill Power Station and terminating at a point 50 metres west of the bridge carrying the existing railway over the Calder and Hebble Navigation. Work No.16 includes the infill of Lees Hall Farm MVN2 Underbridge 204.

Work No. 17 - Realignment of Calder Road (including a bridge over Work No.15 and the existing railway (Huddersfield to Dewsbury line)) commencing at a point on that road 235 metres east of Thornhill Power Station and terminating at a point 270 metres south of its commencement. Work No. 17 includes the demolition of the existing Calder Road MVN2 Overbridge 202 carrying Calder Road over the existing railway (Huddersfield to Dewsbury line) and the demolition of Gas Pipe MVN2 Pipe Bridge 202A.

Work No. 17A - Realignment of Ravensthorpe Road commencing by a junction with Work No.17 at a point 260 metres south of the bridge carrying Calder Road over the River Calder and terminating at a point 185 metres east of its commencement.

Work No. 17B - An access road, commencing by a junction with Work No.17 at a point 110 metres south of the bridge carrying Calder Road over the River Calder and terminating at a point 55 metres south-east of that junction.

Work No. 18 - A diversion of a high pressure gas main commencing beneath a point 80 metres south-east of Thornhill Power Station and terminating beneath a point 85 metres south of its commencement.

Work No. 19 - Realignment of Fall Lane commencing at a point on that road 105 metres east of the junction of A644 Huddersfield Road with Temple Road and terminating by a junction with Work No.20 at a point 170 metres north of the junction of Thornhill Road with Tenter Fields.

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Work No. 20 - Realignment of Thornhill Road commencing at a point on that road 165 metres south of the junction of Cemetery Road with Quarry Road and terminating at a point 70 metres south-east of its commencement.

Work No. 21 - A temporary bridge, carrying an temporary access road over the Calder and Hebble Navigation, commencing at a point 270 metres south-east of the bridge carrying the existing railway over the Calder & Hebble Navigation and terminating at a point 75 metres north-east of its commencement.

SCHEDULE 2

Articles 8 and 26

ACQUISITION OF CERTAIN LANDS FOR ANCILLARY WORKS

<i>(1)</i>	<i>(2)</i>	<i>(3)</i>
<i>Area</i>	<i>Number of land shown on the deposited plans</i>	<i>Purpose for which land may be acquired</i>
County West Yorkshire, District of Kirklees	1-001 and 1-006	Provision of railway infrastructure
	2-002, 2-005, 2-006, 2-007 and 2-008	Provision of railway infrastructure
	2-011, 2-013, 2-019, 2-023, 2-034, 2-044 and 2-046	Provision of railway lighting and track drainage
	2-039, 2-042 and 2-048	Provision of railway infrastructure
	2-043	Railway electrification and ancillary railway works
	3-121 and 3-128	Provision of railway infrastructure
	3-145, 3-148, 3-149 and 3-158	Worksite and access for construction and maintenance compound
	6-004, 6-011, 6-013, 6-021, 6-022, 6-026, 6-029, 6-030, 6-032, 6-038, 6-041, 6-045, 6-047, 6-049, 6-051 and 6-055	Worksite and access for construction and ancillary railway works
	6-027	Worksite and access for construction, ancillary railway works and provision of highway access
	6-028, 6-044, 6-046 and 6-059	Worksite and access for construction, ancillary railway works and access to temporary platform

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<i>(1)</i>	<i>(2)</i>	<i>(3)</i>
<i>Area</i>	<i>Number of land shown on the deposited plans</i>	<i>Purpose for which land may be acquired</i>
	6-058 and 7-001	Ancillary railway works and provision of temporary platform
	7-017	Embankment reprofiling works
	9-010 and 9-012	Worksite and access for construction and utility diversions
	9-017, 9-029, 9-033, 9-043, 9-047, 9-050 and 9-053	Railway strengthening and stabilisation works and utility diversions
	9-022, 9-023 and 9-025	Provision of Deighton Station forecourt and access works
	9-024, 9-027, 9-032, 9-034, 9-036, 9-038, 9-040, 9-045 and 9-049	Utility diversions
	9-057	Railway strengthening and stabilisation works, utility diversions and provision of vehicular turning areas
	10-025, 10-026 and 10-028	Track drainage and culvert works
	10-054, 10-058, 11-001, 11-005 and 11-006	Provision of railway infrastructure
	10-056	Provision of railway infrastructure and access for maintenance
	11-037	Utility diversions
	11-050, 11-053 and 11-054	Provision of railway infrastructure, access, for maintenance and utility diversions
	11-051	Provision of railway infrastructure and access for maintenance
	12-021, 12-029, 12-033, 12-035, 12-038, 12-040 and 12-042	Worksite and access for construction and provision of accommodation access
	12-030, 12-050 and 12-060	Diversion of overhead electric cables
	12-044 and 12-047	Worksite and access for construction, provision of

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		accommodation access and diversion of overhead electric cables
	12-063 and 12-064	Provision of railway infrastructure
	13-075	Footpath diversion works
	13-092 and 14-003	Track drainage works
	14-006 and 15-016	Track drainage and culvert works
	16-034	Highway diversion works
	16-040, 16-049, 16-058, 16-060 and 17-004	Worksite and access for construction and maintenance compound
	16-043, 16-046, 16-047, 16-048 and 16-052	Provision of Mirfield Station forecourt and access works
	18-027	Provision of railway infrastructure and track drainage and culvert works
	19-025	Replacement open space and diversion of overhead electric cables
	19-026	Replacement open space and worksite and access for construction
	19-027	Highway diversion works and utility diversions
	19-030	Replacement open space, worksite and access for construction and diversion of overhead electric cables
	19-034 and 21-016a	Highway diversion works
	19-036, 20-013, 20-016, 21-031, 21-038, 21-039 and 21-043	Utility diversions
	19-037, 19-039 and 21-009	Provision of Ravensthorpe Station forecourt and access works
	21-083, 21-084, 21-089 and 21-091	Provision of railway infrastructure

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<i>Area</i>	<i>Number of land shown on the deposited plans</i>	<i>Purpose for which land may be acquired</i>
	21-095 and 21-102	Diversion of overhead electric cables and access for maintenance
	21-096	Diversion of overhead electric cables
	21-101, 21-112 and 23-035	Provision of railway infrastructure and railway electrification works
	21-103 and 21-109	Provision of railway infrastructure
	21-113, 21-118, 21-120, 21-121, 22-002, 22-020 and 22-035	Utility diversions
	23-018, 23-019, 23-020, 23-025, 23-026, 23-038, 23-039, 23-041, 23-042 and 23-048	Provision of railway infrastructure
	23-035a, 24-004 and 24-005	Replacement open space and worksite and access for construction
	24-007	Provision of railway infrastructure
	25-003	Worksite and access for construction and maintenance compound
	25-017 and 25-023	Highway diversion works
	25-049, 25-056 and 25-067	Provision of accommodation access and construction access
	25-052, 25-054 and 25-055	Provision of railway infrastructure

SCHEDULE 3

Article 13

STREETS SUBJECT TO STREET WORKS

(1)	(2)
<i>Area</i>	<i>Street subject to street works</i>
County of West Yorkshire, District of Kirklees	Cross Church Street

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<i>(1)</i>	<i>(2)</i>
<i>Area</i>	<i>Street subject to street works</i>
	Westgate
	New North Parade
	Henry Street
	John William Street
	A641 Northgate
	A641 Bradford Road
	Alder Street
	Red Doles Road
	Whitacre Street
	Glenfield Avenue
	Lilac Court
	A62 Leeds Road
	B6118 Colne Bridge Road
	Station Road
	Bridleway DEW/3/10
	Calder Road
	Ravensthorpe Road
	Fall Lane
	B6117 Thornhill Road

SCHEDULE 4

Article 14

STREETS TO BE STOPPED UP

PART 1

STREETS FOR WHICH A SUBSTITUTE IS TO BE PROVIDED

<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>
<i>Area</i>	<i>Street to be stopped up</i>	<i>Extent of stopping up</i>	<i>New street to be substituted</i>
County of West Yorkshire, District of Kirklees	Footpath HUD/42/10	Between points P1 and P2 (on sheet 7)	Footpath between points P1, Work No. 3, P3, P2 and P3, P4, P5 and P2 (on sheet 7)
	National Cycle Network Route 69	Between points P1 (on sheet 8) and P8 (on sheet 9)	Cycleway between points P1 (on sheet 8) and P8 (on sheet 9)
	Whitacre Street	Between points P1 and P2 (on sheet 9)	P1, Work No. 6 and P2 (on sheet 9)
	A62 Leeds Road	Between points P6 and P7 (on sheet 9)	P6, Work No. 7 and P7 (on sheet 9)
	Footpath HUD/51/10	Between points P3 and P4 (on sheet 9)	Footpath between points P3 and P5 (on sheet 9)
	National Cycle Network Route 66 (Calder Valley Greenway)	Between points P1, P2 and P5 (on sheet 10)	Cycleway between points P1, P3 Work No. 8, P4 and P5 (on sheet 10)
	B6118 Colne Bridge Road	Between points P1 and P2 (on sheet 11)	P1, Work No. 10 and P2 (on sheet 11)
	Footpath KIR/240/10	Between points P1 and P2 (on sheet 13)	Footpath between points P1, Work No. 12, P3, P4, Work No. 13, P5 and P2 (on sheet 13)
	Bridleway DEW/3/10	Between points P1 (on sheet 19) and P2 (on sheet 21)	Bridleway between points P1, P3 (on sheet 19) and P6 (on sheet 21)
	Calder Road	Between points P1 and P3 (on sheet 21)	P1, Work No. 17 and P5 (on sheet 21)
	Ravensthorpe Road	Between P3 and P4 (on sheet 21)	P4, Work No. 17A and P5 (on sheet 21)

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<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>
<i>Area</i>	<i>Street to be stopped up</i>	<i>Extent of stopping up</i>	<i>New street to be substituted</i>
	Fall Lane	Between points P1 and P2 (on sheet 25)	P1, Work No. 19 and P3 (on sheet 25)
	Brooks Yard	Between points P6 and P7 (on sheet 25)	P6, Work No. 19, P8, P9 and P7 (on sheet 25)
	B6117 Thornhill Road	Between points P4 and P5 (on sheet 25)	P4, Work No. 20 and P5 (on sheet 25)

PART 2

STREETS FOR WHICH NO SUBSTITUTE IS TO BE PROVIDED

<i>(1)</i>	<i>(2)</i>	<i>(3)</i>
<i>Area</i>	<i>Street to be stopped up</i>	<i>Extent of stopping up</i>
County of West Yorkshire, District of Kirklees	Ravensthorpe Station Access Road	Within Order limits (on sheet 21)

SCHEDULE 5

Article 15

STREETS SUBJECT TO ALTERATION OF LAYOUT

<i>(1)</i>	<i>(2)</i>	<i>(3)</i>
<i>Area</i>	<i>Street subject to alteration of layout</i>	<i>Description of alteration</i>
County of West Yorkshire, District of Kirklees	John William Street	Kerblines realignment and widening of road within Order limits (on sheet 3)
	The Junction of John William Street with Viaduct Street	Alterations to traffic island and junction layout within Order limits (on Sheet 3) to accommodate widening of John William Street
	Viaduct Street	Temporary alterations to access road and corresponding footways at point T11 (on sheet 4)
	Alder Street	Kerblines alterations to accommodate new access to Alder Street between points T1 and T2 (on sheet 6)

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<i>(1)</i>	<i>(2)</i>	<i>(3)</i>
<i>Area</i>	<i>Street subject to alteration of layout</i>	<i>Description of alteration</i>
	Alder Street	Temporary kerblines realignment and widening of road between points T3 and T4 (on sheet 6)
	Lilac Court	Provision of turning head and corresponding kerblines realignment and widening of road within Order limits (on sheet 9)
	B6118 Bog Green Lane	Temporary kerblines alterations to accommodate temporary access to B6118 Bog Green Lane between points T1 and T2 (on sheet 12)
	Back Station Road	Temporary kerblines alterations to accommodate temporary access to Back Station Road between points T1 and T2 (on sheet 16)
	The Junction of Back Station Road with Station Road	Kerblines realignment and widening of road between points T3 and T4 (on sheet 16)
	Hopton New Road	Temporary kerblines alterations to accommodate temporary access to Hopton New Road between points T5 and T6 (on sheet 16)
	Calder Road	Alterations to the level of the carriageway of the street between points T1 and T2 (on sheet 21)

SCHEDULE 6

Article 16

STREETS TO BE TEMPORARILY STOPPED UP

<i>(1)</i>	<i>(2)</i>	<i>(3)</i>
<i>Area</i>	<i>Street to be temporarily stopped up</i>	<i>Extent of stopping up</i>
County of West Yorkshire, District of Kirklees	Mark Street	Within Order limits (on sheet 2)

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<i>(1)</i>	<i>(2)</i>	<i>(3)</i>
<i>Area</i>	<i>Street to be temporarily stopped up</i>	<i>Extent of stopping up</i>
	Cross Church Street	Within Order limits (on sheet 2)
	School Lane	Within Order limits (on sheet 2)
	Longroyd Lane	Within Order limits (on sheet 2)
	Footpath HUD/327/10	Between points T1 and T2 (on sheet 2)
	Footpath HUD/328/10	Between points T2 and T3 (on sheet 2)
	Footpath HUD/328/20	Between points T3 and T4 (on sheet 2)
	Footpath HUD/329/10	Between points T4 and T5 (on sheet 2)
	Footpath HUD/327/20	Between points T3 and T6 (on sheet 2)
	Footpath HUD/328/30	Between points T2 and T7 (on sheet 2)
	Springwood Street	Within Order limits (on sheet 2)
	Springwood Avenue	Within Order limits (on sheet 2)
	Upper Head Row	Within Order limits (on sheet 3)
	Henry Street	Within Order limits (on sheet 3)
	New North Parade	Within Order limits (on sheet 3)
	Westgate	Within Order limits (on sheet 3)
	St George's Street	Within Order limits and between points T1 and T2 (on sheet 3)
	St George's Square	Within Order limits (on sheet 3)
	John William Street	Within Order limits (on sheets 3 and 4)
	Fitzwilliam Street	Between points T3 (on sheet 3) and T1 (on sheet 4)
	Viaduct Street	Between points T4 (on sheet 3) and T6 (on sheet 4) and within Order limits (on sheets 3 and 4)
	St. Johns Road	Within Order limits (on sheet 4)
	National Cycle Network Route 69	Within Order limits (on sheet 4)
	A62 Unna Way	Between points T2 and T3 (on sheet 4)

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<i>(1)</i>	<i>(2)</i>	<i>(3)</i>
<i>Area</i>	<i>Street to be temporarily stopped up</i>	<i>Extent of stopping up</i>
	A62 Castlegate	Between points T4 and T5 (on sheet 4)
	Green Street	Within Order limits (on sheet 4)
	Green Street	Between points T7 and T8 (on sheet 4)
	A641 Oxford Street	Between points T9 and T10 (on sheet 4)
	A641 Bradford Road	Within Order limits and between points T1 and T2 (on sheet 5)
	A641 Northgate	Within Order limits (on sheet 5)
	Lower Viaduct Street	Within Order limits (on sheet 5)
	Footpath HUD/338/10	Between points T3 and T4 (on sheet 5)
	Hillhouse Lane	Within Order limits (on sheet 6)
	Alder Street	Within Order limits (on sheet 6)
	Emerald Street	Within Order limits (on sheet 6)
	Flint Street	Within Order limits (on sheet 6)
	Red Doles Road	Within Order limits (on sheet 7)
	Byway HUD/58/10	Between points T1 and T2 (on sheet 7)
	Footpath HUD/57/10	Between points T2 and T3 (on sheet 7)
	Footpath HUD/42/10	Between points T4 and T5 (on sheet 7)
	Byway HUD/41/10	Within Order limits (on sheets 7 and 8)
	National Cycle Network Route 69	Within Order limits (on sheets 7, 8 and 9)
	Byway HUD/41/20	Within Order limits (on sheet 8)
	Footpath HUD/44/20	Between points T1 and T2 (sheet 8)
	Footpath HUD/44/30	Within Order limits (on sheet 8)
	Footpath HUD/44/40	Between points T2 and T3 (on sheet 8)
	Byway HUD/43/40	Within Order limits (on sheet 8)
	Byway HUD/43/50	Within Order limits (on sheet 8)

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<i>(1)</i>	<i>(2)</i>	<i>(3)</i>
<i>Area</i>	<i>Street to be temporarily stopped up</i>	<i>Extent of stopping up</i>
	Whitacre Street	Within Order limits (on sheet 9)
	Lilac Court	Within Order limits (on sheet 9)
	Glenfield Avenue	Within Order limits (on sheet 9)
	A62 Leeds Road	Within Order limits (on sheet 9)
	Footpath HUD/51/10	Between points T1 and P4 (on sheet 9)
	Neptune Way	Within Order limits (on sheet 9)
	Deighton Road	Within Order limits (on sheet 9)
	National Cycle Network Route 66 (Calder Valley Greenway)	Within Order limits (on sheet 10)
	Station Road	Within Order limits (on sheet 10)
	B6118 Colne Bridge Road	Within Order limits (on sheet 11)
	A62 Leeds Road	Within Order limits (on sheet 11)
	B6118 Bog Green Lane	Within Order limits (on sheets 11 and 12)
	National Cycle Network Route 66 (Calder Valley Greenway)	Within Order limits (on sheet 12)
	Footpath KIR/240/10	Within Order limits (on sheet 13)
	National Cycle Network Route 66 (Calder Valley Greenway)	Within Order limits (on sheets 14, 15 and 16)
	Bridleway KIR/251/10	Within Order limits (on sheets 14 and 15)
	Bridleway MIR/106/10	Within Order limits (on sheet 15)
	Calder View	Within Order limits (on sheet 15)
	Woodend Road	Within Order limits (on sheet 15)
	Chadwick Fold Lane	Within Order limits (on sheet 15)
	Back Station Road	Within Order limits (on sheet 16)
	Station Road	Within Order limits (on sheet 16)

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<i>(1)</i>	<i>(2)</i>	<i>(3)</i>
<i>Area</i>	<i>Street to be temporarily stopped up</i>	<i>Extent of stopping up</i>
	Hopton New Road	Within Order limits (on sheet 16)
	Lowlands Road	Within Order limits (on sheet 16)
	Hurst Lane	Within Order limits (on sheet 16)
	Footpath MIR/50/10	Between point T7 and T9 (on sheet 16)
	Footpath MIR/50/20	Between points T8 and T9 (on sheet 16)
	Steanard Lane	Within Order limits (on sheet 18)
	Sands Lane	Within Order limits (on sheet 18)
	Footpath MIR/75/10	Between points T1 (sheet 18) and T2 (sheet 19)
	Bridleway MIR/76/10	Within Order limits (sheets 18 and 19)
	Bridleway MIR/76/20	Within Order limits (on sheet 19)
	Bridleway DEW/1a/10	Within Order limits (on sheet 19)
	Bridleway DEW/1/10	Between points P1 and T3 (on sheet 19)
	Bridleway DEW/3/10	Between points P1 (on sheet 19) and P2 (on sheet 21)
	Bridleway DEW/8/30	Between points T1 and T2 (on sheet 20)
	Bridleway DEW/8/50	Between points T2 and T3 (on sheet 20)
	Bridleway DEW/12/20	Within Order limits (on sheet 20)
	Ouzelwell Lane	Within Order limits (on sheets 20 and 22)
	Bridleway DEW/12/10	Within Order limits (on sheet 20)
	Footpath DEW/5/20	Between points T4 and T5 (on sheet 20)

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<i>(1)</i>	<i>(2)</i>	<i>(3)</i>
<i>Area</i>	<i>Street to be temporarily stopped up</i>	<i>Extent of stopping up</i>
	Bridleway DEW/6/10	Within Order limits (on sheet 20)
	Bridleway DEW/6/20	Within Order limits (on sheet 20)
	Bridleway DEW/6/30	Within Order limits (on sheet 20)
	Footpath DEW/15/10	Between points T6 and T7 (on sheet 20)
	Bridleway DEW/6/50	Within Order limits (on sheets 20 and 22)
	Footpath DEW/16/10	Between points T8 (on sheet 20) and T2 (on sheet 22)
	Bridleway DEW/12/30	Within Order limits (on sheets 20 and 22)
	Ravensthorpe Station Access Road	Within Order limits (on sheet 21)
	Calder Road	Within Order limits (on sheet 21)
	Calder Road Industrial Estate Access Road	Within Order limits (on sheet 21)
	Ravensthorpe Road	Within Order limits (on sheets 21 and 22)
	Footpath DEW/155/10	Between points T3 (on sheet 21), T5 (on sheet 23) and T6 (on sheet 24)
	Footpath DEW/117/10	Between points T1 (on sheet 22) and T2 (on sheet 23)
	Bridleway DEW/12/40	Within Order limits (on sheet 22)
	Bridleway DEW/94/10	Between points T3 and T4 (on sheet 22)
	Bridleway DEW/16/60	Within Order limits (on sheet 22)
	Footpath DEW/116/20	Between points T8 and T9 (on sheet 23)
	Footpath DEW/116/30	Between points T7 and T8 (on sheet 23)
	National Cycle Network Route 69 (Calder Valley Greenway)	Within Order limits (on sheet 23)

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<i>(1)</i>	<i>(2)</i>	<i>(3)</i>
<i>Area</i>	<i>Street to be temporarily stopped up</i>	<i>Extent of stopping up</i>
	National Cycle Network Link Route 69 (Spenn Valley Greenway)	Within Order limits (on sheet 23)
	Ravenswharfe Road	Within Order limits (on sheet 23)
	Footpath DEW/117/20	Between points T3 (on sheet 23) and T4 (on sheet 24)
	Footpath DEW/117/30	Between points T4 and T5 (on sheet 24)
	Footpath DEW/117/40	Between points T6 and T7 (on Sheet 24)
	Fall Lane	Between points T1 and T2 (on sheet 25) and within Order limits (on sheet 25)
	B6117 Thornhill Road	Within Order limits (on sheet 25)
	Fearnley Street	Within Order limits (on sheet 25)
	Brooks Yard	Within Order limits (on sheet 25)
	Calder Bank Road	Within Order limits (on sheet 25)
	Watergate Road	Within Order limits (on sheet 25)
	A638 Webster Hill	Within Order limits (on sheet 25)

SCHEDULE 7

Article 17

ACCESS TO WORKS

<i>(1)</i>	<i>(2)</i>
<i>Area</i>	<i>Description of access</i>
County of West Yorkshire, District of Kirklees	Cross Church Street Alder Street Whitacre Street B6118 Colne Bridge Road

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(1)	(2)
<i>Area</i>	<i>Description of access</i>
	Wood Lane
	Wood Lane
	Station Road
	Hurst Lane
	Sands Lane
	Fall Lane
	Calder Bank Road

SCHEDULE 8

Article 21

ACCOMMODATION CROSSINGS

PART 1

ACCOMMODATION CROSSINGS FOR WHICH A SUBSTITUTE IS TO BE PROVIDED

(1)	(2)	(3)	(4)
<i>Area</i>	<i>Accommodation facility to be discontinued</i>	<i>Private right of way to be extinguished</i>	<i>Accommodation facility to be substituted</i>
County of West Parks Yorkshire, District of Kirklees	Overbridge 1 (MVL4)	Within the limits of deviation	Accommodation access and Work No. 11
	Parks Overbridge 110 (MVL3)	Within the limits of deviation	Accommodation access and Work No. 11
	Occupation Underbridge 10 (MDL1)	Within the limits of deviation	Accommodation access from Calder Bank Road

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PART 2
ACCOMMODATION CROSSINGS FOR WHICH
NO SUBSTITUTE IS TO BE PROVIDED

<i>(1)</i>	<i>(2)</i>	<i>(3)</i>
<i>Area</i>	<i>Accommodation facility to be discontinued</i>	<i>Private right of way to be extinguished</i>
County of West Yorkshire, District of Kirklees	Span 4 of B6118 Bridge Road (MVL3) Overbridge 107	Within the limits of deviation
	Helm Lane (MVN2) Underbridge 188	Within the limits of deviation
	Lees Hall Farm (MVN2) Underbridge 204	Within the limits of deviation
	Toad Holes, Dewsbury (MDL1) Underbridge 12	Within the limits of deviation
	Ming Hill (MDL1) Underbridge 14	Within the limits of deviation

SCHEDULE 9

Article 29

LAND SUBJECT TO IMPOSITION OF RESTRICTIVE COVENANTS

<i>(1)</i>	<i>(2)</i>	<i>(3)</i>
<i>Area</i>	<i>Number of land shown on the deposited plan</i>	<i>Purpose for which restrictive covenants may be imposed</i>
County of West Yorkshire, District of Kirklees	9-017, 9-029, 9-033, 9-043, 9-047, 9-050 and 9-053	Protection and maintenance of railway strengthening and stabilisation works
	9-131	Protection and maintenance of railway and railway electrical equipment

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SCHEDULE 10

Articles 8 and 29

ACQUISITION OF NEW RIGHTS AND IMPOSITION
OF RESTRICTIVE COVENANTS ONLY

<i>(1)</i>	<i>(2)</i>	<i>(3)</i>
<i>Area</i>	<i>Number of land shown on the deposited plan</i>	<i>Purpose for which rights may be acquired and restrictive covenants may be imposed</i>
County of West Yorkshire, District of Kirklees	2-014, 2-015, 2-016 and 2-017	Provision of maintenance access for the authorised works
	3-091 and 3-091b	Provision of maintenance access for the authorised works and imposition of restrictive covenants for the protection of the operation of the maintenance access
	3-091a	Provision of maintenance access for the authorised works and imposition of restrictive covenants for the protection and maintenance of railway electrical equipment
	3-091c and 3-111	Provision of maintenance access for the authorised works
	3-147, 3-160, 4-012, 4-015, 4-020, 4-027, 4-041, 4-046, 4-049, 4-050, 4-055, 4-056, 4-061, 4-070, 4-072, 4-074, 4-084, 4-089, 4-094, 4-097, 4-101, 4-109, 4-112, 5-003a, 5-006a, 5-007, 5-014, 5-015, 5-021, 5-026, 5-030, 5-041, 5-042, 5-046, 5-053, 5-060, 5-066, 5-072, 5-078, 5-081, 5-084 and 5-090	Provision of maintenance access for the authorised works and attachment and maintenance of electrical equipment to the railway viaduct
	9-056 and 9-079	Provision of maintenance access for vehicle restraint barrier and fencing works
	9-135	Provision of maintenance access for the authorised works and imposition of restrictive covenants for the protection and maintenance of railway and railway electrical equipment
	10-001, 10-002, 10-003, 10-034, 10-044, 10-046, 10-047 and 10-049	Provision of maintenance access for vehicle restraint barrier and fencing works

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<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of land shown on the deposited plan</i>	<i>(3)</i> <i>Purpose for which rights may be acquired and restrictive covenants may be imposed</i>
	10-010	Provision of maintenance access for the authorised works, vehicle restraint barrier works and fencing works and imposition of restrictive covenants for the protection and maintenance of railway and railway electrical equipment
	10-051, 10-052 and 10-055	Provision of construction access for the authorised works and provision of maintenance access for vehicle restraint barrier and fencing works
	10-063, 10-064 and 11-004	Provision of construction access for the authorised works and utility diversions and provision of maintenance access for vehicle restraint barrier and utility works
	11-007	Provision of maintenance access for vehicle restraint barrier and utility works
	11-014	Provision of construction and maintenance access for the authorised works
	11-065, 11-074, 12-007 and 12-010	Provision of maintenance access for the authorised works
	13-013	Provision for maintenance of track drainage works
	13-049	Provision for maintenance of the authorised works
	14-007	Provision of construction access for the authorised works
	15-003	Provision of construction and maintenance access for the authorised works
	15-006 and 15-007	Provision for maintenance of the authorised works
	15-011 and 15-013	Provision for construction and maintenance of the authorised works

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<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of land shown on the deposited plan</i>	<i>(3)</i> <i>Purpose for which rights may be acquired and restrictive covenants may be imposed</i>
	15-017	Provision of construction and maintenance access for the authorised works
	15-023, 15-024, 15-025, 15-027, 15-029, 15-030, 15-033, 15-036, 15-038, 15-041, 15-043, 16-002, 16-005, 16-006, 16-011, 16-014, 16-016, 18-011, 18-015, 18-018, 18-020 and 18-025	Provision of maintenance access for the authorised works and attachment and maintenance of electrical equipment to the railway viaduct
	15-031 and 16-031	Provision of maintenance access for the authorised works
	15-034	Provision of construction and maintenance access for the authorised works
	16-022	Provision of maintenance access for vehicle restraint barrier and fencing works
	16-059, 16-061, 16-063 and 16-064	Provision of construction and maintenance access for the authorised works
	18-030, 18-031, 18-033 and 18-037	Provision of maintenance access for the authorised works
	21-097, 21-098, 21-099, 21-100, 23-001, 23-002, 23-003, 23-005, 23-007, 23-008, 23-010, 23-013, 23-015, 23-016 and 23-017	Oversailing of electric cables
	23-051, 23-054, 23-058, 23-072, 24-006 and 24-008	Provision of maintenance access for the authorised works
	25-051	Provision of maintenance access for vehicle restraint barrier and fencing work

SCHEDULE 11

Article 29

IMPOSITION OF RESTRICTIVE COVENANTS ONLY

<i>(1)</i>	<i>(2)</i>	<i>(3)</i>
<i>Area</i>	<i>Number of land shown on the deposited plan</i>	<i>Purpose for which restrictive covenants may be imposed</i>
Country of West Yorkshire District Kirklees	3-084	Protection and maintenance of railway electrical equipment

SCHEDULE 12

Article 29

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 or imposition of a restrictive covenant as they apply as respects compensation on the compulsory purchase of land and interests in land.

2.—(1) —Without limitation on the scope of paragraph 1, the 1961 Act has effect subject to the following modification set out in sub-paragraph (2).

(2) For section 5A(5A)(1) (relevant valuation date) of the 1961 Act substitute—

“(5A) If—

- (a) the acquiring authority enter on land for the purposes of exercising a right or enforcing a restrictive covenant in pursuance of a notice of entry under section 11(1) of the 1965 Act (as modified by paragraph 5(5) of Schedule 12 to the Network Rail (Huddersfield to Westtown (Dewsbury) Improvements) Order 2022 (“the 2022 Order”));
- (b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A to the 1965 Act (as substituted by paragraph 5(8) of Schedule 12 to the 2022 Order) to acquire an interest in the land; and
- (c) the acquiring authority enter on and takes possession of that land,

the authority is deemed for the purposes of subsection (3)(a) to have entered on that land when it entered on that land for the purpose of exercising that right or enforcing that covenant.”

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

(1) Inserted by paragraph 4(2) of Schedule 17 to the Housing and Planning Act 2016 (c. 22).

(2) 1973 c. 26.

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(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 (measure of compensation in case of severance) of the 1965 Act as substituted by paragraph 5(3)—

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

Application of Part 1 of the 1965 Act

4. Part 1 (compulsory purchase under Acquisition of Land Act 1946) of the 1965 Act, as applied by article 27 (application of Part 1 of the 1965 Act) to the acquisition of land under article 26 (power to acquire land), applies to the compulsory acquisition of a right by the creation of a new right, or to the imposition of a restrictive covenant, under article 29(1), (2), (4) or (5) (power to acquire new rights), article 30 (power to acquire ground anchor rights) and article 31 (power to acquire subsoil and imposition of restrictive covenants)—

- (a) with the modification specified in paragraph 5; and
- (b) with such other modifications as may be necessary.

5.—(1) The modifications referred to in paragraph 4(a) are as follows.

(2) References in the 1965 Act to land are, in the appropriate contexts, 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 restriction imposed or to be imposed; or
- (b) the land over which the right is or is to be exercisable, or the restriction is or is to be enforceable.

(3) For section 7 (measure of compensation in the case of severance) of the 1965 Act substitute—

“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 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.”

(4) 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.

(5) Section 11 (powers of entry) of the 1965 Act is modified so as to secure that, where the acquiring authority has served notice to treat in respect of any right or restriction, as well as the notice of entry required by subsection (1) of that section (as it applies to a compulsory acquisition under article 27), it has power, exercisable in the equivalent circumstances and subject to the equivalent

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conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant; and sections 11A (powers of entry: further notices of entry), 11B (counter-notice requiring possession to be taken on specified date), 12(3) (unauthorised entry) and 13 (refusal to give possession to acquiring authority) of the 1965 Act are modified correspondingly.

(6) Section 20(4) (tenants at will etc.) of the 1965 Act 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.

(7) Section 22 (interests omitted from purchase) of the 1965 Act (as modified by article 27(7) 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.

(8) For Schedule 2A to the 1965 Act substitute—

“SCHEDULE 2A

COUNTER-NOTICE REQUIRING PURCHASE OF LAND

Introduction

1.—(1) This Schedule applies where an acquiring authority serves a notice to treat in respect of a right over, or a restrictive covenant affecting the whole or part of a house, building or factory.

(2) But see articles 30(3) (power to acquire ground anchor rights), 31(4) (power to acquire subsoil and imposition of restrictive covenants) and 32(4) (power to acquire subsoil or airspace only) of the Network Rail (Huddersfield to Westtown (Dewsbury) Improvements) Order 2022, which exclude acquisition with respect to the acquisition of ground anchor rights and imposition of restrictive covenants only, the acquisition of subsoil and imposition of restrictive covenants only and the acquisition of subsoil or airspace only from this Schedule.

2. In this Schedule “house” includes any park or garden belonging to a house.

Counter-notice requiring purchase of land

3. A person who is able to sell the house, building or factory (“the owner”) may serve a counter-notice requiring the authority to purchase the owner’s interest in the house, building or factory.

4. A counter-notice under paragraph 3 must be served within the period of 28 days beginning with the day on which the notice to treat was served.

Response to counter-notice

5. On receiving a counter-notice, the authority must decide whether to—

- (a) withdraw the notice to treat,
- (b) accept the counter-notice, or
- (c) refer the counter-notice to the Upper Tribunal.

(3) Paragraph 4 of Schedule 16 to the Housing and Planning Act 2016 (c. 22).

(4) Paragraph 4 of Schedule 15 of, the Planning and Compensation Act 1991 (c. 34) and S.I. 2009/1307.

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6. The authority must serve notice of its decision on the owner within the period of 3 months beginning with the day on which the counter-notice is served (“the decision period”).

7. If the authority decides to refer the counter-notice to the Upper Tribunal it must do so within the decision period.

8. If the authority does not serve notice of a decision within the decision period it is to be treated as if it had served notice of a decision to withdraw the notice to treat at the end of that period.

9. If the authority serve notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner’s interest in the house, building or factory.

Determination by Upper Tribunal

10. On a referral under paragraph 7, the Upper Tribunal must determine whether the acquisition of the right or the imposition of the restrictive covenant would—

- (a) in the case of a house, building or factory, cause material detriment to the house, building or factory, or
- (b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.

11. In making its determination, the Upper Tribunal must take into account—

- (a) the effect of the acquisition of the right or the imposition of the covenant,
- (b) the use to be made of the right or covenant proposed to be acquired or imposed, and
- (c) if the right or covenant is proposed to be acquired or imposed for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.

12. If the Upper Tribunal determines that the acquisition of the right or the imposition of the covenant would have either of the consequences described in paragraph 10, it must determine how much of the house, building or factory the acquiring authority ought to be required to take.

13. If the Upper Tribunal determines that the acquiring authority ought to be required to take some or all of the house, building or factory, the compulsory purchase order and the notice to treat are to have effect as if they included the owner’s interest in that land.

14.—(1) If the Upper Tribunal determines that the acquiring authority ought to be required to take some or all of the house, building or factory, the authority may at any time within the period of 6 weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the acquiring authority withdraws the notice to treat under this paragraph they must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawal of the notice.

(3) Any dispute as to the compensation is to be determined by the Upper Tribunal.”

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SCHEDULE 13

Articles 8 and 30

POWER TO ACQUIRE GROUND ANCHOR RIGHTS

<i>(1)</i>	<i>(2)</i>
<i>Area</i>	<i>Number of land shown on the deposited plans</i>
County West Yorkshire District of Kirklees	9-015, 9-016, 9-018, 9-020, 9-021, 9-031, 9-035, 9-039, 9-054, 9-059, 9-061, 9-062, 9-065, 9-067, 9-068, 9-069, 9-070, 9-071, 9-072, 9-073, 9-074, 9-075, 9-076, 9-078, 18-028 and 18-038

SCHEDULE 14

Articles 8 and 31

ACQUISITION OF SUBSOIL

<i>(1)</i>	<i>(2)</i>	<i>(3)</i>
<i>Area</i>	<i>Number of land shown on the deposited plans</i>	<i>Purpose of acquisition</i>
County of West Yorkshire, District of Kirklees	3-028, 3-029, 3-030, 3-031, 3-034, 3-036, 3-040, 3-041, 3-043, 3-045, 3-047, 3-049, 3-052, 3-056, 3-058, 3-060, 3-064, 3-067, 3-068, 3-071, 3-072, 3-073, 3-076, 3-081, 3-082, 3-085, 3-086, 3-089, 3-095, 3-099, 3-100, 3-105, 3-106 and 3-107	Railway strengthening and stabilisation works

SCHEDULE 15

Articles 8 and 32

LAND OF WHICH ONLY SUBSOIL MAY BE ACQUIRED

<i>(1)</i>	<i>(2)</i>
<i>Area</i>	<i>Number of land shown on the deposited plans</i>
County West Yorkshire, District of Kirklees	2-009a, 2-010a, 2-021, 2-022, 2-024, 2-030, 2-036, 2-037, 2-038, 2-038b, 2-040, 2-040b, 2-041, 2-045, 2-049, 2-050, 2-051, 2-052, 2-053, 2-054, 2-055, 2-056, 2-057, 2-058, 2-059, 2-060, 2-061, 2-062, 2-063, 2-064, 2-065, 2-066, 2-067, 2-068, 2-069, 2-070, 2-071, 2-072, 2-073, 2-074, 2-075, 2-076, 2-077, 2-078, 2-079, 2-080, 2-081, 2-082, 2-083, 2-084, 2-085, 2-086, 2-087, 2-088, 2-089, 2-090, 2-091, 2-092, 2-093, 2-094, 2-095, 2-096, 2-097, 2-098, 2-099, 2-100, 2-101,

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(1)	(2)
<i>Area</i>	<i>Number of land shown on the deposited plans</i>
	2-102, 2-103, 2-104, 2-105, 2-106, 2-107, 2-108, 2-109, 2-111, 2-112, 2-113, 2-114, 2-116, 2-117, 2-118, 2-119, 2-120, 2-121, 2-122, 2-123, 2-124, 2-125, 2-126, 2-127, 2-128, 2-129, 2-131, 2-132, 2-133, 2-134, 2-135, 2-136, 2-137, 2-138, 2-139, 2-140, 2-141, 2-142, 2-143, 3-001, 3-002, 3-003, 3-004, 3-005, 3-006, 3-007, 3-008, 3-009, 3-010, 3-011, 3-012, 3-013, 3-014, 3-015, 3-016, 3-017, 3-018, 3-019, 3-020, 3-021, 3-022, 3-023, 3-024, 3-025, 3-026, 3-027, 3-032, 3-033, 3-035, 3-044, 3-046, 3-050, 3-077, 3-080, 3-083, 3-087, 3-088, 3-092, 3-096, 3-098, 3-101, 3-102, 3-103 and 3-104

SCHEDULE 16

Articles 8 and 34

LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

(1)	(2)	(3)	(4)
<i>Area</i>	<i>Number of land shown on the deposited plans</i>	<i>Purpose for which temporary possession may be taken</i>	<i>Authorised works</i>
County of West Yorkshire, District of Kirklees	1-002, 1-005, 1-009 and 1-010	Access for construction	Work Nos. 1A and 1B
	1-003, 1-004, 1-007 and 1-008	Working site and access for construction	Work Nos. 1A and 1B
	2-001, 2-012, 2-020, 2-025, 2-026, 2-027, 2-028, 2-029, 2-031, 2-032, 2-033 and 2-035	Working site and access for construction	Work Nos. 1A and 1B
	2-014, 2-015, 2-016, 2-017 and 2-018	Access for construction	Work Nos. 1A and 1B
	2-110, 2-112, 2-115, 2-122, 2-124, 2-125, 2-126, 2-127, 2-128, 2-130, 2-131, 2-132, 2-133, 2-134, 2-136, 2-137, 2-138 and 2-139	Working site for construction	Work Nos. 1A and 1B
	3-041, 3-043, 3-044, 3-045, 3-046, 3-047, 3-049, 3-061, 3-062, 3-066, 3-071, 3-072, 3-073, 3-075, 3-076,	Utility diversion works	Work Nos. 1A, 1B and 1C

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(1) Area	(2) Number of land shown on the deposited plans	(3) Purpose for which temporary possession may be taken	(4) Authorised works
	3-077, 3-080, 3-081, 3-085, 3-088, 3-089 and 3-109		
	3-055, 3-074, 3-112, 3-123, 3-124, 3-127, 3-129, 3-130, 3-131, 3-132, 3-133, 3-135, 3-137, 3-138, 3-139, 3-140, 3-141, 3-142, 3-143 and 3-153	Working site and access for construction	Work No. 1C
	3-069, 3-070, 3-078, 3-079, 3-108, 3-146 and 3-154	Access for construction	Work No. 1C
	3-082 and 3-115	Working site for construction and utility diversion works	Work No. 1C
	3-083	Utility diversion works	Work No. 1C
	3-086, 3-092, 3-106 and 3-107	Working site for construction and utility diversion works	Work Nos. 1A, 1B and 1C
	3-091, 3-091a, 3-091b, 3-091c, 3-111, 3-147, 3-160, 3-161 and 3-162	Working site for construction	Work No. 1C
	4-001, 4-002, 4-003, 4-005, 4-010, 4-011, 4-012, 4-015, 4-020, 4-027, 4-028, 4-034, 4-035, 4-054, 4-064, 4-069, 4-073, 4-081, 4-090, 4-093 and 4-099	Working site and access for construction	Work No. 1C
	4-004, 4-006, 4-007, 4-008, 4-009, 4-017, 4-019, 4-025, 4-026 and 4-033	Working site and access for construction and temporary protective works to buildings	Work No. 1C
	4-039, 4-041, 4-043, 4-046, 4-049, 4-050, 4-055, 4-056, 4-060, 4-061, 4-063, 4-070, 4-072, 4-074, 4-076, 4-077, 4-078, 4-084, 4-086, 4-088, 4-089,	Working site for construction	Work No. 1C

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<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>
<i>Area</i>	<i>Number of land shown on the deposited plans</i>	<i>Purpose for which temporary possession may be taken</i>	<i>Authorised works</i>
	4-094, 4-097, 4-101, 4-109, 4-111 and 4-112		
	4-053	Access for construction	Work No. 1C
	5-001, 5-002, 5-002a, 5-003a, 5-003b, 5-008, 5-008a, 5-008b, 5-014, 5-017 and 5-042	Working site for construction	Work No. 1C
	5-005, 5-006a, 5-007, 5-010, 5-015, 5-016, 5-018, 5-021, 5-024, 5-025, 5-026, 5-027, 5-030, 5-031, 5-032, 5-033, 5-034, 5-036, 5-038, 5-039, 5-040, 5-041, 5-044, 5-046, 5-047, 5-048, 5-051, 5-052, 5-053, 5-054, 5-055, 5-056, 5-059, 5-060, 5-061, 5-063, 5-065, 5-066, 5-067, 5-068, 5-071, 5-072, 5-073, 5-076, 5-077, 5-078, 5-081, 5-084, 5-090, 5-091, 5-092, 5-093 and 5-094	Working site and access for construction	Work No. 1C
	6-003	Working site and access for construction	Work No. 2
	6-008	Working site and access for construction	Work No. 2B
	6-014, 6-019, 6-020 and 6-024	Working site and access for construction	Work Nos. 2, 2A and 2B
	6-015 and 6-016	Working site and access for construction	Work Nos. 2 and 5
	6-017	Working site and access for construction	Work Nos. 2A and 2B
	6-018, 6-033, 6-050 and 6-054	Access for construction	Work No. 2
	7-005, 7-012, 7-014, 7-016, 7-019, 7-020 and 7-023	Working site and access for construction	Work Nos. 2 and 2C
	7-006, 7-007, 7-008, 7-009, 7-010 and 7-011	Access for construction	Work Nos. 2 and 2C

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<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>
<i>Area</i>	<i>Number of land shown on the deposited plans</i>	<i>Purpose for which temporary possession may be taken</i>	<i>Authorised works</i>
	7-013, 7-024, 7-025 and 7-027	Working site and access for construction	Work No. 2
	7-021	Access for construction	Work No. 2
	7-028, 7-029, 7-030, 7-031, 7-032, 7-047, 7-049 and 7-050	Working site for construction	Work Nos. 2 and 3
	7-043, 7-044, 7-045, 7-046 and 7-048	Working site and access for construction	Work Nos. 2 and 3
	7-051, 7-052 and 7-053	Access for construction	Work Nos. 2 and 3
	8-001, 8-002, 8-008 and 8-009	Working site and access for construction	Work Nos. 2 and 3
	8-006	Working site and access for construction	Work Nos. 2, 3 and 4
	8-007 and 8-010	Access for construction	Work Nos. 2 and 3
	8-015, 8-016, 8-018, 8-022 and 8-024	Working site and access for construction	Work Nos. 2 and 4
	8-017, 8-019, 8-020, 8-021 and 8-027	Access for construction	Work Nos. 2 and 4
	8-025	Working site and access for construction	Work Nos. 2, 4 and 5
	8-031	Working site and access for construction	Work Nos. 5 and 6
	9-001, 9-005, 9-006 and 9-077,	Working site and access for construction	Work Nos. 5 and 6
	9-007, 9-007a and 9-011	Working site and access for construction and utility diversion works	Work No. 6
	9-020, 9-021 and 9-031	Working site for construction	Work Nos. 5 and 6
	9-056 and 9-079	Working site and access for construction and vehicle restraint barrier works	Work Nos. 5 and 6
	9-061, 9-063 and 9-066	Working site for construction	Work No. 5
	9-080, 9-128, 9-130, 9-131a, 9-132, 9-133 and 9-135	Working site and access for construction	Work No. 5

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<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>
<i>Area</i>	<i>Number of land shown on the deposited plans</i>	<i>Purpose for which temporary possession may be taken</i>	<i>Authorised works</i>
	9-081, 9-082, 9-093 and 9-094	Working site and access for construction	Work Nos. 5 and 7
	9-083, 9-084, 9-085, 9-086, 9-087, 9-088, 9-090 and 9-127	Working site for construction	Work Nos. 5 and 7
	9-097	Working site for construction	Work No. 7
	10-001 and 10-002	Working site and access for construction and vehicle restraint barrier works	Work No. 5
	10-003, 10-006, 10-010, 10-016, 10-046	Working site and access for construction	Work No. 5
	10-004, 10-007, 10-015, 10-044 and 10-046	Working site and access for construction	Work No. 5
	10-009 and 10-012	Access for construction	Work No. 5
	10-024, 10-030, 10-033, 10-043 and 10-045	Working site and access for construction	Work Nos. 5 and 8
	10-027, 10-032, 10-034, 10-042	Working site and access for construction and creation of a new public right of way (cycleway)	Work Nos. 5 and 8
	10-047 and 10-049	Working site and access for construction and vehicle restraint barrier works	Work No. 5
	10-053	Working site and access for construction	Work Nos. 5, 8 and 9A
	10-061	Working site and access for construction	Work Nos. 5 and 9A
	10-062	Access for construction	Work Nos. 5, 8 and 9A
	11-002, 11-008, 11-011, 11-057, 11-060,	Working site and access for construction	Work No. 9A
	11-007, 11-010, 11-014, 11-058, 11-067,		

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<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>
<i>Area</i>	<i>Number of land shown on the deposited plans</i>	<i>Purpose for which temporary possession may be taken</i>	<i>Authorised works</i>
	11-074, 11-075 and 11-078		
	11-015, 11-017, 11-018, 11-020 and 11-023	Working site and access for construction and utility diversion works	Work No. 10
	11-019, 11-022, 11-033 and 11-040	Working site and access for construction	Work Nos. 9A and 10
	11-025	Working site and access for construction and utility diversion works	Work Nos. 9A and 10
	11-032, 11-055, 11-070 and 11-071	Access for construction	Work No. 9A
	11-034, 11-035 and 11-039	Access for construction and environmental mitigation works	Work No. 9A
	11-048, 11-063, 11-066, 11-068, 11-076, 11-079, 11-081, 11-083, 11-085, 11-087, 11-088, 11-089 and 11-091	Working site and access for construction and utility diversion works	Work No. 9A
	11-056, 11-065, 11-072, 11-077, 11-080, 11-082, 11-084, 11-086, 11-087, 11-088, 11-089 and 11-091		
	11-090 and 11-092	Access for construction	Work Nos. 9A, 9B, 9C and 11
	12-001, 12-007, 12-008, 12-009 and 12-010	Working site and access for construction	Work Nos. 9A, 9B and 9C
	12-013, 12-014 and 12-061	Working site and access for construction	Work Nos. 9A and 9B
	12-017 and 12-019	Working site and access for construction	Work Nos. 9A, 9B, 9C and 11
	12-028, 12-052, 12-058 and 12-059	Working site and access for construction	Work Nos. 9B, 9C and 11
	12-031	Working site and access for construction	Work Nos. 9B, 9C and 11

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(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 works</i>
		and temporary highway works	
	12-032, 12-034, 12-055 and 12-057	Access for construction	Work Nos. 9B, 9C and 11
	12-045, 12-053 and 12-056	Access for construction	Work No. 9C
	12-049	Access for construction and highway alteration works	Work Nos. 9B, 9C and 11
	12-054	Working site and access for construction	Work No. 9C
	12-065 and 13-001	Environmental mitigation works	Work Nos. 9B and 9C
	13-002 and 13-011	Working site and access for construction	Work Nos. 9B, 9C, 11A and 11B
	13-013	Working site and access for construction	Work No. 9C
	13-015, 13-049 and 13-071	Working site and access for construction	Work No. 12
	13-049	Working site and access for construction	Work Nos. 9A, 9B, 9C and 11
	13-057	Working site and access for construction	Work Nos. 9B, 9C, 11A, 11B and 13
	13-085, 13-086, 13-087, 13-088 and 13-091	Working site and access for construction	Work No. 9D
	14-001 and 14-004	Working site and access for construction	Work Nos. 9D and 14
	15-001, 15-005, 15-011, 15-015, 15-023, 15-025, 15-029, 15-031, 15-033, 15-036, 15-038, 15-041, 15-044	15-004, 15-006, 15-014, 15-022, 15-024, 15-027, 15-030, 15-032, 15-035, 15-037, 15-039, 15-043 and	Working site and access for construction Work No. 14

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<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>
<i>Area</i>	<i>Number of land shown on the deposited plans</i>	<i>Purpose for which temporary possession may be taken</i>	<i>Authorised works</i>
	15-007, 15-018, 15-019 and 15-020	Working site and access for construction and temporary highway works	Work No. 14
	15-021	Access for construction	Work No. 14
	16-001, 16-002, 16-005, 16-006, 16-007, 16-008, 16-009, 16-010, 16-011, 16-012, 16-014, 16-016, 16-020, 16-021, 16-022, 16-025, 16-026, 16-027, 16-028, 16-029, 16-030, 16-031, 16-032, 16-033, 16-036, 16-037, 16-038, 16-039, 16-041, 16-053, 16-065, 16-066 and 16-068	Working site and access for construction	Work No. 14
	16-013	Access for construction	Work No. 14
	16-017	Working site and access for construction and temporary highway works	Work No. 14
	17-001, 17-006, 17-009 and 17-010	Working site and access for construction	Work No. 14
	17-005	Working site and access for construction and environmental mitigation works	Work No. 14
	18-003, 18-004, 18-005, 18-006, 18-008, 18-009, 18-010, 18-011, 18-012, 18-015, 18-016, 18-017, 18-018, 18-020, 18-022, 18-025, 18-026, 18-028, 18-031, 18-032 and 18-038	Working site and access for construction	Work No. 14

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<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>
<i>Area</i>	<i>Number of land shown on the deposited plans</i>	<i>Purpose for which temporary possession may be taken</i>	<i>Authorised works</i>
	18-030, 18-033 and 18-037	Access for construction	Work No. 14
	19-004, 19-006, 19-010, 19-014, 19-023	19-005, 19-007, 19-011, 19-021 and	Working site and access for construction
	19-028, 19-032, 19-038, 19-041	19-029, 19-035, 19-040 and	Working site and access for construction and utility diversion works
	19-042	Working site and access for construction	Work No. 15 Work Nos. 17, 17A and 17B
	20-001, 20-010, 20-015, 20-018	20-005, 20-012, 20-017 and	Access for construction
	20-002, 20-004	20-003 and	Working site and access for construction
	20-006, 20-008, 20-009, 20-011 and 20-014	20-007, 20-011	Working site and access for construction and utility diversion works
	21-001, 21-003 and 21-004	21-002, 21-004	Working site and access for construction and utility diversion works
	21-008, 21-015 and 21-029	21-014, 21-029	Working site and access for construction
	21-010, 21-011, 21-032 and 21-042	Working site and access for construction and highway alteration works	Work No. 17
	21-033	Working site and access for construction	Work Nos. 17 and 17A
	21-040	Working site and access for construction and highway alteration works	Work Nos. 15, 16, 17, 17B and 18

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<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>
<i>Area</i>	<i>Number of land shown on the deposited plans</i>	<i>Purpose for which temporary possession may be taken</i>	<i>Authorised works</i>
	21-045, 21-046, 21-052, 21-057 and 21-059	Working site and access for construction and highway alteration works	Work Nos. 15 and 17
	21-051 and 21-055	Working site and access for construction and highway alteration works	Work Nos. 15, 17 and 17B
	21-058	Working site and access for construction	Work Nos. 15, 16 and 18
	21-062	Working site and access for construction	Work Nos. 15 and 16
	21-065	Working site for construction	Work No. 17A
	21-069 and 21-072	Working site and access for construction and utility diversion works	Work Nos. 15, 16 and 18
	21-074, 21-075, 21-076 and 21-081	Working site and access for construction	Work No. 18
	21-078	Access for construction	Work Nos. 15, 16, 17, 17A and 18
	21-087	Access for construction	Work Nos. 15 and 16
	21-088, 21-090, 21-104 and 21-106	Working site and access for construction	Work No. 15
	21-097, 21-098, 21-099 and 21-100	Working site and access for construction and utility diversion works	Work No. 15
	21-105 and 21-111	Working site and access for construction and temporary utility diversion works	Work Nos. 15 and 16
	21-116 and 21-119	Working site and access for construction	Work No. 16
	22-001, 22-003, 22-006, 22-007, 22-036, 22-039, 22-040, 22-042 and 22-043	Access for construction	Work Nos. 15 and 16

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<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>
<i>Area</i>	<i>Number of land shown on the deposited plans</i>	<i>Purpose for which temporary possession may be taken</i>	<i>Authorised works</i>
	22-004	Access for construction	Work Nos. 15, 16, 17, 17A and 18
	22-005, 22-008, 22-012, 22-014, 22-027, 22-028, 22-029, 22-031, 22-033 and 22-034	Working site and access for construction and temporary utility diversion works	Work Nos. 15 and 16
	22-009, 22-010, 22-011, 22-013, 22-015, 22-016, 22-017, 22-018, 22-019, 22-021, 22-022, 22-023, 22-024, 22-025, 22-026, 22-030 and 22-032	Oversailing for temporary diversion of electric cables	Work Nos. 15 and 16
	22-037 and 22-038	Working site and access for construction	Work Nos. 15 and 16
	23-001, 23-002, 23-006, 23-009, 23-011, 23-014, 23-017, 23-023, 23-027, 23-028, 23-030, 23-032, 23-033, 23-040, 23-043, 23-044, 23-047, 23-050, 23-051, 23-054, 23-064, 23-066, 23-067, 23-072, 23-074, 23-076, 23-077, 23-078, 23-079, 23-080, 23-081 and 23-084	Working site and access for construction	Work No. 15
	23-003	Working site and access for construction	Work Nos. 15 and 16
	23-004	Working site and access for construction and utility diversion works	Work No. 15
	23-012, 23-021 and 23-037	Access for construction	Work No. 15

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<i>(1)</i>	<i>(2)</i>	<i>(3)</i>	<i>(4)</i>
<i>Area</i>	<i>Number of land shown on the deposited plans</i>	<i>Purpose for which temporary possession may be taken</i>	<i>Authorised works</i>
	23-049, 23-052, 23-058 and 23-068a	Working site and access for construction	Work Nos. 15 and 21
	23-055	Working site and access for construction	Work Nos. 15, 16 and 21
	24-006, 24-009, 24-010 and 24-010a	Working site and access for construction	Work Nos. 15, 16 and 21
	24-011	Working site and access for construction and temporary highway works	Work Nos. 15, 16 and 21
	25-001, 25-006, 25-015, 25-029, 25-035	Working site and access for construction	Work Nos. 19 and 20
	25-002	Working site and access for construction and highway alteration works	Work No. 19
	25-004, 25-053, 25-065, 25-070, 25-074, 25-077, 25-081, 25-084, 25-086, 25-091a, 25-091b and 25-091c	Working site and access for construction	Work No. 15
	25-008, 25-044, 25-045 and 25-046	Working site and access for construction and highway alteration works	Work No. 20
	25-013	Working site and access for construction	Work No. 20
	25-017, 25-023 and 25-033	Working site and access for construction and highway alteration works	Work Nos. 19 and 20

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(1)	(2)	(3)	(4)
<i>Area</i>	<i>Number of land shown on the deposited plans</i>	<i>Purpose for which temporary possession may be taken</i>	<i>Authorised works</i>
	25-049	Working site and access for construction and highway improvement works	Work No. 20
	25-056	Working site and access for construction and highway improvement works	Work No. 15
	25-059	Access for construction	Work No. 15

SCHEDULE 17

Article 36

TEMPORARY USE OF LAND FOR ACCESS

(1)	(2)
<i>Area</i>	<i>Number of land shown on the deposited plans</i>
County of West Yorkshire, District of Kirklees	9-124, 9-125, 9-126, 9-136, 11-009, 11-012, 21-063, 21-070 and 22-041

SCHEDULE 18

Article 52

PROVISIONS RELATING TO STATUTORY UNDERTAKERS ETC.

Apparatus of statutory undertakers etc. on land acquired

1.—(1) Sections 271 to 274⁽⁵⁾ (extinguishment of rights of statutory undertakers etc.) of the 1990 Act apply in relation to any land acquired or appropriated by Network Rail 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⁽⁶⁾, 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 public utility undertakers 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

⁽⁵⁾ Paragraphs 103(1) and (2) of Schedule 17 to the Communications Act 2003 (c. 21).

⁽⁶⁾ Section 279(3) was amended by paragraphs 103(1) and (2), and section 280 was amended by paragraph 104, of Schedule 17 to the Communications Act 2003 (c. 21). Sections 280 and 282 were amended by S.I. 2009/1307.

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which a supply was given from that apparatus is entitled to recover from Network Rail 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 Network Rail 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) Nothing in this paragraph affects the provisions of any enactment or agreement regulating the relations between Network Rail and a public communications provider or public utility undertaker in respect of any apparatus laid or erected in land belonging to Network Rail on the date on which the Order is made.

(7) In this paragraph—

“public communications provider” has the same meaning as in section 151(1) of the 2003 Act; and

“public utility undertaker” has the same meaning as in the 1980 Act(7).

Apparatus of statutory undertakers etc. in stopped up streets

2.—(1) Where a street is stopped up under article 14 (stopping up of streets) 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 article 14 any statutory utility whose apparatus is under, in, upon, over, along or across the street may, and if reasonably requested to do so by Network Rail 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 have 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, Network Rail 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)—

(7) The definition of “public utility undertakers” was amended by section 190(3) of, and part 1 of Schedule 27 to, the Water Act 1989 (c. 15) and section 112(4) of, and Schedule 18 to, the Electricity Act 1989 (c. 29).

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- (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 Network Rail, 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 apart from this 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 (street works in England and Wales) of the 1991 Act, but instead—

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

(8) Nothing in this paragraph affects the provisions of any enactment or agreement regulating the relations between Network Rail and a statutory utility in respect of any apparatus laid or erected in land belonging to Network Rail on the date on which the Order is made.

(9) In this paragraph—

- (a) “apparatus” has the same meaning as in Part 3 of the 1991 Act;
- (b) “relocation works” means work executed, or apparatus provided, under sub-paragraph (2); and
- (c) “statutory utility” means a statutory undertaker for the purposes of the 1980 Act or a public communications provider as defined in paragraph 1(7).

Railway and navigation undertakings

3.—(1) Subject to the following provisions of this paragraph, the powers under article 13 (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) is under the control or management of, or is maintainable by, railway undertakers or a navigation authority except with the consent of the undertakers or authority.

(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.

(5) Nothing in this paragraph affects the provision of any enactment or agreement regulating the relations between Network Rail and a railway undertaker or a navigation authority in respect of any street to which sub-paragraph (1) applies which have effect on the date on which this Order is made.

SCHEDULE 19

Article 53

PROTECTIVE PROVISIONS

PART 1

FOR THE PROTECTION OF SPECIFIED UNDERTAKERS

1. For the protection of the undertakers referred to in this Part of this Schedule the following provisions have effect unless otherwise agreed in writing between Network Rail and the undertakers concerned.

2. The provisions of paragraph 1 of Schedule 18 (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 Part of this Schedule applies.

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

4. In this Part of 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⁽⁸⁾) 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, the 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; and
 - (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4)⁽⁹⁾ of that Act or an agreement to adopt made under section 104⁽¹⁰⁾ of that Act,

⁽⁸⁾ 1989 c. 29.

⁽⁹⁾ Inserted by section 96(1) of, and paragraph 90 of Schedule 7 to, the Water Act 2003 (c. 37).

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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,

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—

- (a) any licence holder within the meaning of Part 1 of the Electricity Act 1989;
 - (b) a gas transporter within the meaning of Part 1 of the Gas Act 1986⁽¹¹⁾;
 - (c) a water undertaker within the meaning of the Water Industry Act 1991; and
 - (d) 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.

5. Without affecting any provision in this Order or anything shown on the deposited plans Network Rail must not acquire any apparatus other than by agreement.

6.—(1) If, in the exercise of the powers conferred by this Order, Network Rail acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this Part of 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, Network Rail 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.

(3) Any alternative apparatus to be constructed in land of Network Rail under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between the undertaker in question and Network Rail within 21 days of the service of a notice under sub-paragraph (2) or in default of agreement settled by arbitration in accordance with article 57 (arbitration).

(4) In any case where alternative apparatus is to be provided or constructed under sub-paragraph (2), 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, Network Rail must, subject to sub-paragraph (5), afford to the undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of Network Rail and for the subsequent maintenance of that apparatus.

(5) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of Network Rail, or Network Rail is unable to afford such facilities and rights as are mentioned in sub-paragraph (4) 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

(10) Section 96(4) of, and Part 3 of Schedule 9 to, the Water Act 2003 and section 11(2) of the Water Act 2014 (c. 21) and section 42(3) of the Flood and Water Management Act 2010 (c. 29).

(11) 1986 c. 44.

that effect from Network Rail, 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.

(6) 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 57 (arbitration), and after the grant to the undertaker of any such facilities and rights as are referred to in sub-paragraph (4) or (5), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by Network Rail to be removed under the provisions of this Part of this Schedule.

(7) Without affecting anything in sub-paragraph (6), if Network Rail 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 Network Rail without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the undertaker.

(8) Sub-paragraph (7) 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 Network Rail.

(9) Nothing in sub-paragraph (7) authorises Network Rail 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.

7.—(1) Where, in accordance with the provisions of this Part of this Schedule, Network Rail affords to an undertaker facilities and rights for the construction and maintenance in land of Network Rail of alternative apparatus in substitution for apparatus to be removed, those facilities and rights are to be granted upon such terms and conditions as may be agreed between Network Rail and the undertaker in question or in default of agreement settled by arbitration in accordance with article 57 (arbitration).

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

- (a) give effect to all reasonable requirements of Network Rail 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 Network Rail 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 Network Rail 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 Network Rail to that undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

8.—(1) Not less than 28 days before starting the execution of any of the authorised works that are near to, or will or may affect, any apparatus the removal of which has not been required by Network Rail under paragraph 6(2), Network Rail 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

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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 are submitted to it under sub-paragraph (1).

(4) If an undertaker in accordance with sub-paragraph (3) and in consequence of the works proposed by Network Rail, reasonably requires the removal of any apparatus and gives written notice to Network Rail of that requirement, paragraphs 1 to 7 apply as if the removal of the apparatus had been required by Network Rail under paragraph 6(2).

(5) Nothing in this paragraph precludes Network Rail 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) Network Rail 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.

9. If in consequence of the exercise of the powers conferred by this Order the access to any apparatus is materially obstructed Network Rail must provide such alternative means of access to such apparatus as will enable the undertaker to maintain or use the apparatus no less effectively than was possible before such obstruction.

10.—(1) Subject to the following provisions of this paragraph, Network Rail 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 Part 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 Part 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 Network Rail or, in default of agreement, is not determined by arbitration in accordance with article 57 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of 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

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(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.

(6) Any dispute as to whether a financial benefit is conferred in accordance with sub-paragraph (5) or as to the amount of such financial benefit which cannot be agreed is to be determined in accordance with article 57 (arbitration).

11.—(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, Network Rail must—

(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 Network Rail 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 Network Rail reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of Network Rail, 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.

12. Nothing in this Part of this Schedule affects the provision of any enactment or agreement regulating the relations between Network Rail and an undertaker in respect of any apparatus laid or erected in land belonging to Network Rail on the date on which this Order is made.

PART 2

FOR THE PROTECTION OF OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS

13.—(1) For the protection of any operator, the following provisions have effect, unless otherwise agreed in writing between Network Rail and the operator, have effect.

(2) In this Part of this Schedule—

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

“the electronic communications code” has the same meaning as in Chapter 1 of Part 2 of the 2003 Act;

“electronic communications code network” means—

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- (a) so much of an electronic communications network or infrastructure 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(12) (application of the electronic communications code) 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;

“infrastructure system” has the same meaning as in the electronic communications code and references to providing an infrastructure system are to be construed in accordance with paragraph 7(2) of that code; and

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

14.—(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,

Network Rail must bear and pay the cost reasonably incurred by an operator in making good such damage or restoring the supply and must—

- (c) make reasonable compensation to that operator for loss sustained by it; and
- (d) indemnify that operator against claims, demands, proceedings, costs, damages and expenses which may be made or taken against, or recovered from, or incurred by, that operator by reason, or in consequence of, any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on Network Rail 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.

(3) The operator must give Network Rail reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand is to be made without the consent of Network Rail 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.

(4) Any difference arising between Network Rail and the operator under this Schedule must be referred to and settled by arbitration under article 57 (arbitration).

15. This Part of this Schedule does not apply to—

- (a) any apparatus in respect of which the relations between Network Rail 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.

16. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between Network Rail and an operator in respect of any apparatus laid or erected in land belonging to Network Rail on the date on which this Order is made.

PART 3

FOR THE PROTECTION OF THE ENVIRONMENT AGENCY

17.—(1) The following provisions of this Part of this Schedule apply for the protection of the Agency unless otherwise agreed in writing between Network Rail and the Agency.

(2) In this Part of this Schedule—

“the Agency” means the Environment Agency;

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

“drainage work” means any main river and includes any land which provides or is expected to provide flood storage capacity for any main river 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 any waters containing fish and fish in, or migrating to or from such waters and the spawn, spawning grounds, habitat or food of such fish;

“main river” has the same meaning as in section 221 (general interpretation) of the Water Resources Act 1991;

“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;
- (d) affect the conservation, distribution or use of water resources; or
- (e) affect the conservation value of any main river and habitats in its immediate vicinity.

18.—(1) Before beginning to construct any specified work, Network Rail 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 receipt of the plans reasonably request.

(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 29.

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

- (a) must not be unreasonably withheld or delayed;
- (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 or where further particulars are submitted under sub-paragraph (1) within 2 months of the submission of those particulars, 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).

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19. Without limitation on the scope of paragraph 18, the requirements which the Agency may make under that paragraph include conditions requiring Network Rail at its own expense to construct such protective works, whether temporary or permanent, before or 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.

20.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the Agency under paragraph 19, must be constructed—

- (a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part of 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) Network Rail 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 completed.

(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 Part of this Schedule, the Agency may by notice in writing require Network Rail at Network Rail's own expense to comply with the requirements of this Part of this Schedule or (if Network Rail 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 24, if within a reasonable period, being not less than 28 days from the date when a notice under sub-paragraph (3) is served upon Network Rail, 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 Network Rail.

(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 in accordance with paragraph 29.

21.—(1) Subject to sub-paragraph (5) Network Rail 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 and on land held by Network Rail 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 Network Rail is liable to maintain is not maintained to the reasonable satisfaction of the Agency, the Agency may by notice in writing require Network Rail to repair and restore the work, or any part of such work, or (if Network Rail 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 24, 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 Network Rail, Network Rail 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 incurred by it in so doing from Network Rail.

(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 an emergency exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined in accordance with paragraph 29.

(5) This paragraph does not apply to—

- (a) drainage works which are vested in the Agency, or which the Agency or another person is liable to maintain and is not precluded by the powers of the Order from doing so; or
- (b) any obstruction of a drainage work for the purpose of a work or operation authorised by this Order and carried out in accordance with the provision of this Part of this Schedule.

22. Subject to paragraph 24, 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 Network Rail to the reasonable satisfaction of the Agency and if Network Rail fails to do so, the Agency may make good the same and recover from Network Rail the expense reasonably incurred by it in so doing.

23.—(1) Network Rail 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 Network Rail 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 24, 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, Network Rail fails to take such steps as are described in sub-paragraph (2), the Agency may take those steps and may recover from Network Rail the expense reasonably incurred by it in doing so.

(4) Subject to paragraph 24, 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 Network Rail the reasonable cost of so doing provided that notice specifying those steps is served on Network Rail as soon as reasonably practicable after the Agency has taken, or commenced to take, the steps specified in the notice.

24. Nothing in paragraphs 20(4), 21(3), 22, 23(3) and 23(4) authorises the Agency to execute works on or affecting an operational railway forming part of Network Rail's network without the prior consent in writing of Network Rail, such consent not to be unreasonably withheld or delayed.

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25. If by reason of the construction of any specified work the Agency's access to flood defences or equipment maintained by the Agency for flood defence purposes is materially obstructed, Network Rail must as soon as reasonably practicable provide such alternative means of access as will (so far as reasonably practicable) allow the Agency to maintain the flood defence or use the equipment no less effectively than was possible before the obstruction.

26. Network Rail 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 Part of this Schedule; and
- (b) in the inspection of the construction of the specified works or any protective works required by the Agency under this Part of this Schedule.

27.—(1) Without affecting the other provisions of this Part of this Schedule, Network Rail must indemnify the Agency from 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 Network Rail, its contractors, agents or employees whilst engaged upon the work.

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

28. The fact that any work or thing has been executed or done by Network Rail 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 Network Rail from any liability under the provisions of this Part of this Schedule.

29. Any dispute arising between Network Rail and the Agency under this Part of this Schedule, if the parties agree, is to be determined by arbitration under article 57 (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 Network Rail or the Agency, after notice in writing by one to the other.

PART 4

FOR THE PROTECTION OF LEAD LOCAL FLOOD AUTHORITIES

30.—(1) The following provisions of this Part of this Schedule apply for the protection of the lead local flood authority unless otherwise agreed in writing between Network Rail and the lead local flood authority.

(2) In this Part of this Schedule—

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

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

“lead local flood authority” means in relation to an ordinary watercourse the lead local flood authority concerned within the meaning of section 23 (prohibition on obstructions etc. in watercourses) of the Land Drainage Act 1991;

“ordinary watercourse” has the meaning given by the Land Drainage Act 1991;

“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 affect any drainage work.

31.—(1) Before beginning to construct any specified work, Network Rail must submit to the lead local flood authority plans of the specified work and such further particulars available to it as the lead local flood authority 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 lead local flood authority, or determined under paragraph 38.

(3) Any approval of the lead local flood authority required under this paragraph—

- (a) must not be unreasonably withheld or delayed;
- (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 lead local flood authority may make for the protection of any drainage work.

(4) The lead local flood authority 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).

32. Without limitation on the scope of paragraph 31, the requirements which the lead local flood authority may make under that paragraph include conditions requiring Network Rail 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.

33.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the lead local flood authority under paragraph 32, must be constructed—

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

and an officer of the lead local flood authority is entitled to watch and inspect the construction of such works.

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(2) Network Rail must give to the lead local flood authority 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 lead local flood authority is constructed otherwise than in accordance with the requirements of this Part of this Schedule, the lead local flood authority may by notice in writing require Network Rail at Network Rail's own expense to comply with the requirements of this Part of this Schedule.

(4) Subject to sub-paragraph (5), if within a reasonable period, being not less than 28 days from the date when a notice under sub-paragraph (3) is served upon Network Rail, 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 lead local flood authority may execute the works specified in the notice and any expenditure incurred by it in so doing is recoverable from Network Rail.

(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 lead local flood authority must not except in emergency exercise the powers conferred by sub-paragraph (4) until the dispute has been finally determined.

34.—(1) Subject to sub-paragraph (3) Network Rail 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 Network Rail 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 Network Rail is liable to maintain is not maintained to the reasonable satisfaction of the lead local flood authority, the lead local flood authority may by notice in writing require Network Rail to repair and restore the work, or any part of such work, or (if Network Rail so elects and the lead local flood authority 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 lead local flood authority reasonably requires.

(3) This paragraph does not apply to—

- (a) drainage works which are vested in the lead local flood authority, or which the lead local flood authority or another person is liable to maintain and is not precluded by the powers of the Order from doing so; or
- (b) any obstruction of a drainage work for the purposes of a work or operation authorised by this Order and carried out in accordance with the provisions of this Part of this Schedule.

35. 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 Network Rail to the reasonable satisfaction of the lead local flood authority and if Network Rail fails to do so, the lead local flood authority may make good the impairment or damage and recover from Network Rail the expense reasonably incurred by it in so doing.

36. Network Rail must pay all costs, charges and expenses which the lead local flood authority may reasonably incur or have to pay—

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

37. The fact that any work or thing has been executed or done by Network Rail in accordance with a plan approved or deemed to be approved by the lead local flood authority, or to its satisfaction,

or in accordance with any directions or award of an arbitrator, does not relieve Network Rail from any liability under the provisions of this Part of this Schedule.

38. Any dispute arising between Network Rail and the lead local flood authority under this Part of this Schedule, if the parties agree, is to be determined by arbitration under article 57 (arbitration).

PART 5

FOR THE PROTECTION OF THE TRUST

39.—(1) The following provisions of this Schedule, unless otherwise agreed in writing between Network Rail 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 waterways or any other property of the Trust and, without limitation on the scope of that meaning, includes—

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

“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, a cross under, over or within 15 metres of, or may directly and physically affect, the waterways; and

“the waterways” means the Huddersfield Broad Canal and the Calder and Hebble Navigation, and includes any works, lands or premises belonging to the Trust, or under its management or control, that are held and used by the Trust in connection with the waterways.

40. Network Rail 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.

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41.—(1) Network Rail must not in the exercise of the powers conferred by this Order permanently obstruct or interfere with pedestrian or vehicular access to the waterways unless such permanent obstruction or interference with such access is with the consent of the Trust.

(2) Nothing in article 22 (discharge of water) authorises Network Rail—

- (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) Network Rail must not exercise the powers conferred by article 23 (protective works to buildings, roads and apparatus of a statutory undertaker) in relation to any building forming part of the waterways, or situated on land or property of the Trust forming part of the waterways, except with the consent of the Trust.

(4) Network Rail must not exercise the powers conferred by article 24 (power to survey and investigate land) or the powers conferred by section 11(3) of the 1965 Act in relation to the waterways except with the consent of the Trust.

(5) Network Rail must not exercise the powers conferred by section 271 or 272 of the 1990 Act, as applied by Schedule 18 to this Order, so as to permanently divert any right of access to the waterways, 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 22 (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 Network Rail to require Network Rail 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 Network Rail to discharge the water in question during the period of the suspension.

42. Network Rail must not use any land or property of the Trust forming part of the waterways 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.

43. 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 waterways or any public right of way giving access to the waterways (“the closed section”) is temporarily closed to persons on foot or on cycles and there is no way which provides a reasonable alternative, Network Rail 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.

44. Where so required by the engineer Network Rail 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 waterways, whether on a temporary or permanent basis or both.

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

(2) For the purposes of the surveys Network Rail 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 Network Rail which may provide support for the waterways 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 the surveyor may reasonably require with regard to such land and existing works of Network Rail 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 waterways (where reasonably required) which may be effected to facilitate the carrying out of the surveys and the provisions of this Part of the 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 Network Rail.

46.—(1) Network Rail 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, if and 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 Network Rail with all reasonable dispatch and Network Rail must not commence the construction of any specified work until the engineer has notified Network Rail that the protective work has been completed to the engineer’s reasonable satisfaction.

47. Without affecting its obligations under the provisions of this Part of this Schedule Network Rail 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;

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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(13) and to the interest of the Trust in preserving and enhancing the environment of the relevant part of the waterway.

48. Network Rail 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 waterways.

49. Network Rail 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.

50. 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 46(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 waterways.

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

(2) If Network Rail 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 Network Rail.

52. Network Rail 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 waterways or the deposit of materials in the waterways 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 Network Rail from carrying out works within the waterways.

53.—(1) Network Rail 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 Network Rail's reasonable requirements for ensuring the safety of the railway and of the engineer and other persons working on the railway.

(2) Network Rail 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.

54.—(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

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the waterways are reasonably necessary in consequence of the construction of the specified work in order to avoid detriment, and the Trust gives to Network Rail reasonable notice of its intention to carry out such alterations or additions (which must be specified in the notice), Network Rail 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 waterways 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 Network Rail to the Trust under this paragraph.

55.—(1) Network Rail 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 waterways 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 Network Rail must not cause unavoidable detriment.

56. If at any time after the completion of a specified work, not being a work vested in the Trust, the Trust gives notice to Network Rail 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, Network Rail 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.

57. Any additional expenses which the Trust may reasonably incur in maintaining the waterways 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 Network Rail, be repaid by Network Rail to the Trust.

58. Network Rail 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 46(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 Network Rail 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 waterways 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 waterways.

59.—(1) If any detriment is caused by the construction or failure of any specified work or protective work, Network Rail (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.

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(2) Network Rail is responsible for and must make good to the Trust all costs, charges, damages, expenses and losses not otherwise provided for in this Part of 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 Network Rail 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) Network Rail 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 Network Rail 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 Network Rail from any liability under the provisions of this paragraph.

(4) The Trust must give Network Rail 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 Network Rail.

60. Where under any provision of this Part of this Schedule the Trust or Network Rail (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.

61. 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.

62. Any difference arising between Network Rail 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 57 (arbitration).

63. Nothing in this Part of the Schedule affects the provision of any enactment or agreement regulating the relations between Network Rail and the Trust in respect of the waterways or any land and existing works of Network Rail adjacent to, under or over the waterways which have effect on the date on which this Order is made.