
STATUTORY INSTRUMENTS

1986 No. 343

TRANSPORT

The Bluebell Extension Light Railway Order 1986

Made - - - - - 25th February 1986
Coming into Operation 26th February 1986

The Secretary of State for Transport (hereinafter referred to as “the Secretary of State”) on the application of the Bluebell Extension Railway Limited and in exercise of the powers conferred by sections 7, 9, 10, 11 and 12 of the Light Railways Act 1896(a) and section 121(2) of the Transport Act 1968(b), and now vested in him(c), and of all other powers enabling him in that behalf hereby makes the following Order:—

Citation and Commencement

1. This Order may be cited as the Bluebell Extension Light Railway Order 1986 and shall come into operation on 26th February 1986.

Interpretation

2. In this Order, unless the context otherwise requires, the following words and expressions have the meanings hereby respectively assigned to them, that is to say:—

“the plans” and “sections” mean respectively the plans and sections deposited in respect of the application for this Order with the Department of Transport;

“the Company” means the Bluebell Extension Railway Limited incorporated under the Companies Acts 1948 to 1981 and having its registered office at Sheffield Park Station, Near Uckfield, East Sussex, TN22 3QL;

“the railway” means the railway authorised by this Order or any part thereof.

Incorporation of general Acts

3.— (1) The provisions of the Railways Clauses Consolidation Act 1845(d) except sections 8 to 15, 17, 32 to 44, 53 to 57, 59 and 60, 69 to 74, 94, 95, 97 and 115 to 124 are incorporated with and form part of this Order, so far as the same

(a) 1896 c. 48; as amended by the Light Railways Act 1912 (c. 19) and Part V of the Railways Act 1921 (c. 55).

(b) 1968 c. 73.

(c) S.I. 1970/1981, 1979/571 and 1981/238.

(d) 1845 c. 20.

are applicable for the purposes and are not inconsistent with or varied by the provisions of this Order, and this Order shall be the special Act for the purposes of those incorporated provisions.

(2) Subject to the provisions of this Order such of the enactments set out in the Second Schedule to the Light Railways Act 1896 as are still in force (except section 22 of the Regulation of Railways Act 1868(a) (means of communication between passengers and the Company's servants to be provided) and sections 1 and 5 of the Regulation of Railways Act 1889(b) (power to order certain provisions to be made for public safety and penalty for avoiding payment of fare) shall not apply to the railway.

(3) In its application to the railway the said section 22 of the Regulation of Railways Act 1868 shall have effect as if the words "and travels more than twenty miles without stopping" were omitted therefrom.

(4) Without prejudice to the foregoing provisions of this article, sections 116 to 118 of the Transport Act 1968 shall apply to the railway as if references in those sections to the Board were references to the Company.

Power to make railway

4.— (1) Subject to the provisions of this Order the Company may make and maintain in the lines or situations and within the limits of deviation shown on the plans and according to the levels shown on the sections the railway hereinafter described with all necessary works and conveniences connected therewith:—

In the County of West Sussex, in the district of Mid-Sussex, in the parishes of East Grinstead, West Hoathly and Horsted Keynes, a railway of 9,680 metres or thereabouts in length commencing by a junction with the Bluebell Railway at a point 290 metres north of Horsted Keynes Railway Station, having a connecting link with the railway of the British Railways Board at a point about 300 metres south of East Grinstead Railway Station and terminating in a separate terminus adjacent to East Grinstead Railway Station:

Provided that the foregoing description of the railway or anything otherwise contained in this Order shall not be deemed to prohibit or preclude the Company from making, constructing, laying or erecting any further branches, sidings, junctions and other conveniences with all rails, plates and other works in connection therewith provided and so far as the same shall be solely on land belonging to the Company and provided that the same shall not cross any highway.

(2) If the works for the making of the railway described in paragraph (1) above are not completed within the period expiring on 31st December 2001, then on the expiration of that period, the powers conferred by this Order on the Company for making and completing the said railway or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

(3) The Company shall to the exclusion of the British Railways Board be entitled to the benefit of, and to exercise all rights, powers and privileges and be

(a) 1868 c. 119.
(b) 1889 c. 57.

subject to all obligations of the Board, whether statutory or otherwise relating to the railway (insofar as the same are still subsisting and capable of taking effect) to the intent that the Board shall be released from all such obligations in respect of any part of the railway which is transferred to the Company from the date on which such transfer takes effect.

Power to work and maintain railway as a light railway

5. Subject to the provisions of this Order, the Company may work and maintain the railway as a light railway under the Light Railways Acts 1896 and 1912 as amended by the Railways Act 1921.

Power to deviate

6. In the construction of the railway or any part thereof the Company may deviate from the line or situation thereof shown on the plans to the extent of the limits of deviation shown on the plans and may deviate vertically from the levels shown on the sections to any extent not exceeding three metres upwards and three metres downwards.

As to crossing of footpaths on level

7. The Company may in the construction of the railway carry the same with a single line of rails and on the level of footpath No. 34B in the Parish of East Grinstead approximately 200 metres north of Birch Farm Nursery, and Footpath No. 2 in the Parish of Horsted Keynes, 233 metres south of the overbridge carrying the entrance drive to Horsted House Farm, and nothing in this Order contained or incorporated shall require the provision of gates or keepers at the said crossings.

Gauge of railway and motive power

8. The railway shall be constructed on a gauge of 1,435 millimetres or thereabouts and the motive power shall be steam or internal combustion or such other motive power as the Secretary of State may approve:

Provided that if electrical power is used on the railway, such electrical power shall not be used in such a manner as to cause or be likely to cause any interference with any telecommunication apparatus as defined in the telecommunications code contained in Schedule 2 to the Telecommunications Act 1984(a) or with telecommunications by means of any such apparatus.

Restriction of weight on rails and of speed: conveyance of passengers

9.— (1) The Company shall not use upon the railway any engine, carriage or truck bringing any weight upon the rails by any one pair of wheels exceeding such weight as the Secretary of State may allow.

(2) The Company shall not run any train or engine upon any part of the

(a) 1984 c. 12.

railway at a rate of speed exceeding at any time that fixed by the Secretary of State for such part.

(3) No part of the railway shall be used for the conveyance of passengers without the permission in writing of the Secretary of State being first had and obtained and the Company shall comply with the conditions (if any) which the Secretary of State may from time to time prescribe for the safety of persons using the railway.

(4) If the Company contravene any of the provisions of this article they shall for each offence be liable on summary conviction to a fine not exceeding one hundred pounds.

Public liability insurance

10.— (1) In this article “insurer” means any insurer or insurers authorised under the Insurance Companies Act 1982(a) to carry on in Great Britain or in Northern Ireland insurance business of a relevant class or who has corresponding authorisation under the law of another Member State of the European Economic Community.

(2) The Company shall at all times maintain a public liability policy with an insurer providing cover of not less than two million pounds in respect of any one accident on or occasioned by the operation of the railway and the adequacy of the cover provided by the policy shall be regularly reviewed by the Company.

(3) The Company shall not work the railway unless there is in force a public liability policy in accordance with the provisions of this article.

(4) If the Company fail to comply with the provisions of this article they shall be liable on summary conviction to a fine not exceeding two thousand pounds or on conviction on indictment to a fine.

Protective provisions

11. The provisions contained in the Schedule to this Order shall have effect for protecting the interests of the persons therein specified.

Costs of Order

12. All costs, charges and expenses of and incidental to the preparation for, obtaining and making of this Order or otherwise in relation thereto shall be paid by the Company and may in whole or in part be defrayed out of revenue.

Signed by authority of
the Secretary of State
25th February 1986.

J. R. Coates,
An Under Secretary in the
Department of Transport.

(a) 1982 c. 50.

SCHEDULE

PART I

For protection of British Railways Board

For the protection of the British Railways Board (in this Part of this Schedule referred to as “the Railways Board”) the following provisions shall unless otherwise agreed in writing between the Company and the Railways Board apply and have effect:—

(1) In this Part of this Schedule—

“railway property” means any railway of the Railways Board and any works connected therewith for the maintenance or operation of which the Railways Board are responsible and includes any lands held or used by the Railways Board for the purposes of such railway or works;

“specified works” means so much of the works (whether temporary or permanent) authorised by this Order or by section 16 of the Railways Clauses Consolidation Act 1845 as incorporated with this Order as may be situated upon, across, under, over or within 25 metres of, or may in any way affect, railway property and includes the maintenance and renewal of such works;

“construction” includes execution, placing and altering and “construct” and “constructed” have corresponding meanings;

“the engineer” means an engineer to be appointed by the Railways Board;

“plans” include sections, drawings, specifications, soil reports, calculations and descriptions (including descriptions of methods of construction).

(2) The Company shall before commencing the specified works (other than works of maintenance or repair) furnish to the Railways Board proper and sufficient plans thereof for the reasonable approval of the engineer and shall not commence the specified works until plans thereof have been approved in writing by the engineer or settled by arbitration:

Provided that if within 56 days after such plans have been furnished to the Railways Board the engineer shall not have intimated his disapproval thereof and the grounds of his disapproval he shall be deemed to have approved the same.

(3) If within 56 days after such plans have been so furnished the Railways Board shall give notice to the Company that the Railways Board desire themselves to construct any part of the specified works which in the opinion of the engineer will or may affect the operation or the stability of railway property then if the Company desire such part of the specified works to be constructed the Railways Board shall construct the same with all reasonable dispatch on behalf of and to the reasonable satisfaction of the Company in accordance with the plans approved or deemed to be approved or settled as aforesaid.

(4) Upon signifying his approval or disapproval of the plans the engineer may specify any protective works whether temporary or permanent which in his opinion should be carried out before the commencement of the specified works to ensure the safety or stability of railway property and such protective works as may be reasonably necessary for those purposes shall be constructed by the Railways Board or by the Company if the Railways Board so desire with

all reasonable dispatch and the Company shall not commence the construction of the specified works until the engineer shall have notified the Company that the protective works have been completed to his reasonable satisfaction.

(5) The Company shall give to the engineer not less than 28 days notice in writing of their intention to commence the construction of any of the specified works and except in emergency (when they shall give such notice as may be reasonably practicable) also of their intention to carry out any works for the repair or maintenance of the specified works.

(6) The specified works shall when commenced be carried out with all reasonable dispatch in accordance with the plans approved or deemed to have been approved or settled as aforesaid and under the supervision (if given) and to the reasonable satisfaction of the engineer and in such manner as to cause as little damage to railway property as may be and so far as is reasonably practicable so as not to interfere with or obstruct the free uninterrupted and safe user of railway property or the traffic thereon and if any damage to railway property or any such interference or obstruction shall be caused or take place the Company shall notwithstanding any such approval as aforesaid make good such damage and shall on demand pay to the Railways Board all expenses to which they may be put and compensation for any loss which they may sustain by reason of any such damage, interference or obstruction.

(7) The Company shall at all times afford reasonable facilities to the engineer for access to the specified works during their construction and shall ensure access for the engineer at all reasonable times to all working sites, depots and works at which materials to be employed in the construction of the specified works are being made constructed or assembled and shall supply him with all such information as he may reasonably require with regard to the specified works or the method of construction thereof.

(8) If any alterations or additions either permanent or temporary to railway property shall be reasonably necessary in consequence of the construction of the specified works such alterations and additions may be effected by the Railways Board after notice has been given to the Company and the Company shall pay to the Railways Board on demand the cost thereof as certified by the engineer including in respect of permanent alterations and additions a capitalised sum representing the increased or additional cost of maintaining, working and when necessary renewing any such alterations or additions.

(9) The Company shall repay to the Railways Board all costs charges and expenses reasonably incurred by the Railways Board—

(a) in constructing any part of the specified works on behalf of the Company as provided by paragraph (3) of this Part of this Schedule or in constructing any protective works under the provisions of paragraph (4) of this Part of this Schedule including in respect of any permanent protective works a capitalised sum representing the cost of maintaining and renewing such works;

(b) in respect of the employment of any inspectors, signalmen, watchmen and other persons whom it shall be reasonably necessary to appoint for inspection, watching, lighting and signalling railway property and for preventing as far as may be all interference, obstruction, danger or accident arising from the construction, maintenance, repair or failure of the specified works;

- (c) in respect of any special traffic working resulting from any speed restrictions which are necessary as a result of the construction, maintenance, repair or failure of the specified works and which may in the opinion of the engineer be reasonably required to be imposed, or from the substitution or diversion of services which may be necessary for the same reason;
- (d) in respect of any additional temporary lighting of railway property in the vicinity of the specified works being lighting made reasonably necessary as a result of the specified works or the failure thereof;
- (e) in respect of the approval by the engineer of plans submitted by the Company and the supervision by him of the specified works.

(10) If at any time after the completion of the specified works, not being works vested in the Railways Board, the Railways Board shall give notice to the Company informing them that the state of repair of the specified works appear to be such as to affect prejudicially railway property, the Company shall, on receipt of such notice, take such steps as may be reasonably necessary to put the specified works in such state of repair as not to affect prejudicially railway property and, if and whenever the Company fail to do so, and at any time in cases of emergency (without being required to give notice as aforesaid) the Railways Board may make and do in and upon the lands of the Railways Board or of the Company all such works and things as shall be reasonably requisite to put the specified works in such state of repair as aforesaid and the costs and expenses reasonably incurred by the Railways Board in so doing shall be repaid to them by the Company.

(11) All temporary structures, erections, works, apparatus and appliances erected or placed by the Company under the powers of this Order upon, over or under any railway of the Railways Board shall as soon as reasonably practicable be removed by the Company at times to be agreed with, and to the reasonable satisfaction of, the engineer and in such a way as to cause as little damage to railway property and as little interference with, or interruption to, the traffic of the Railways Board as may be and if any damage to railway property or such interference, delay or interruption shall be caused by any such failure to remove any such temporary structures, erections, works, apparatus or appliances the Company shall forthwith make good such damage and pay to the Railways Board the reasonable costs and expenses to which they may be put and reasonable compensation for any loss which they may sustain by reason of such damage, interference, delay or interruption.

(12) Any additional expense which the Railways Board may reasonably incur after giving two months notice to the Company in widening, altering, reconstructing or maintaining railway property in pursuance of any powers existing at the date of making of this Order by reason of the existence of the specified works shall be repaid by the Company to the Railways Board.

(13) The Company shall be responsible for and make good to the Railways Board all costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule which may be occasioned to or reasonably incurred by the Railways Board—

- (a) by reason of the specified works or the failure thereof; or
- (b) by reason of any act or omission of the Company or of any persons in their employ or of their contractors or others whilst engaged upon the specified works

and the Company shall effectively indemnify and hold harmless the Railways Board from and against all claims and demands arising out of or in connection with the specified works or any such failure, act or omission as aforesaid and the fact that any act or thing may have been done by the Railways Board on behalf of the Company or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under his supervision shall not (if it was done without negligence on the part of the Railways Board or of any person in their employ or of their contractors or agents) excuse the Company from any liability under the provisions of this Part of this Schedule:

Provided that the Railways Board shall give to the Company reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of the Company.

(14) Any difference arising between the Company and the Railways Board under this Part of this Schedule (other than a difference as to the meaning or construction of this Part of this Schedule) shall be referred to and settled by a single arbitrator to be agreed between the parties or failing agreement to be appointed on the application of either party (after notice in writing to the other) by the President of the Institution of Civil Engineers.

PART II

For protection of Southern Water Authority

For the protection of the Southern Water Authority (in this Part of this Schedule referred to as "the Authority") the following provisions shall, unless otherwise agreed in writing between the Company and the Authority apply and have effect:—

(1) In this Part of this Schedule—

- (a) The provisions of the Railways Clauses Consolidation Act 1845 applied by this Order shall be subject to the provisions of this Part of this Schedule;
- (b) For the purposes of this Part of this Schedule, "plans" include sections, drawings, specifications, calculations and descriptions.

(2) Before carrying out any works involving the erection or raising of any obstruction to the flow of any watercourse or the construction, alteration or replacement of any culvert or any structure designed to contain or divert the flow of any watercourse in, under or through any land owned for the purposes of the railway the Company shall furnish to the Authority proper and sufficient plans thereof for the approval of the Authority and shall not carry out the said works until the said plans have been approved in writing by the Authority.

(3) Any culvert or any structure designed to contain or divert the flow of any watercourse situated within any land owned for the purposes of the railway whether constructed under the powers of this Order or in existence prior to the making hereof, shall be maintained by the Company in good repair and condition and free from obstruction.

(4) If any obstruction is erected or raised or any culvert is constructed, altered or replaced in contravention of this Part of this Schedule the Company shall within 3 months after receiving notice from the Authority unless a longer

period is agreed between the Company and the Authority carry out all necessary works to remove the obstruction or carry out necessary works to the culvert or structure to the Authority's satisfaction and in default the Authority may carry out the necessary works and recover the reasonable expenses thereof from the Company as a debt due from them to the Authority.

(5) Any dispute or difference which may arise between the Authority and the Company with reference to the provisions of this Part of this Schedule or to any works to be carried out in pursuance thereof shall be referred to and determined by an engineer to be agreed upon between the parties or failing such agreement to be appointed (on application of either party after notice in writing to the other of them) by the President of the Institution of Civil Engineers.

(6) (a) Where any public sewer is situated in, under or through any land owned for the purposes of the railway the Company shall at its own expense maintain good and sufficient culverts over the said sewers so as to leave the same accessible for the purposes of repairs.

(b) The Company shall compensate the Authority for any damage done or any disturbance caused to any public sewer as a result of any works undertaken in connection with the operation of the railway.

(7) The Company shall at all times afford reasonable facilities to the Authority and their agents for access to any works carried out by the Company under this Part of this Schedule during their construction.

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