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STATUTORY INSTRUMENTS

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**1997 No. 2534**

**The Caernarfon Railway Light Railway Order 1997**

**For protection of Dŵr Cymru Cyf**

**10.**—(1) For the protection of Dŵr Cymru Cyf (in this article referred to as “Dŵr Cymru”) the following provisions shall, unless otherwise agreed in writing between the Company and Dŵr Cymru, apply and have effect.

(2) In this article, “relevant pipe” in relation to Dŵr Cymru has the meaning given in section 158(7) of the Water Industry Act 1991(1) and “the works” means the works authorised by this Order.

(3) Nothing in this Order or in the Railways Clauses Consolidation Act 1845(2) in its application to the railway shall authorise the Company to raise, sink or otherwise alter the position of, or in any way to interfere with, any relevant pipe without the consent in writing of Dŵr Cymru, such consent not to be unreasonably withheld.

(4) Notwithstanding anything in this Order or shown on the deposited plans the Company shall not acquire any relevant pipe under the powers of this Order otherwise than by agreement.

(5) The Company shall not exercise the powers of sections 30 to 44 (relating to temporary use of land) of the Railways Clauses Consolidation Act 1845, as incorporated with this Order, in relation to any land of Dŵr Cymru.

(i) Before commencing the construction, alteration or reconstruction of any work which will or may be situated over, or within 15 metres measured in any direction of, or which (wherever situated) will or may impose any load directly upon any relevant pipe, the Company shall furnish to Dŵr Cymru such proper and sufficient plans of the work as may reasonably be required by Dŵr Cymru and shall not commence the work until plans thereof have been approved in writing by Dŵr Cymru (which approval shall not be unreasonably withheld) or settled by arbitration under article 12 of this Order.

(ii) Dŵr Cymru may as a condition of their approval of the said plans require such modifications to be made as may be reasonably required to secure any relevant pipe against interference or risk of damage and to secure a convenient means of access thereto and the works shall be executed only in accordance with the plans approved in accordance with this paragraph.

(iii) The approval by Dŵr Cymru of any plans under this paragraph shall not (in the absence of negligence on the part of Dŵr Cymru) exonerate the Company from any liability or affect any claim for compensation under this article.

(7) Where any relevant pipe is situated in or under any land owned or held for the purposes of the railway the Company shall at their own expense maintain all culverts over such relevant pipe which are in existence at the coming into force of this Order so as to leave the relevant pipe accessible for the purposes of repairs.

(8) The Company shall afford reasonable facilities to Dŵr Cymru for the execution and doing of all such works and things as may be reasonably necessary to enable them to inspect, repair, maintain,

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(1) 1991 c. 56.  
(2) 1845 c. 20.

renew, replace, remove, alter or use any relevant pipe and in particular to carry out any protective works or any diversions required by reason of the exercise of the powers of this Order.

(9) The Company shall compensate Dŵr Cymru—

- (a) for any damage done or disturbance caused to any relevant pipe;
- (b) for any costs incurred by Dŵr Cymru in diverting any relevant pipe or in carrying out works for the protection of any relevant pipe; and
- (c) for any other expenses, loss, damages, penalty or costs (including any liabilities resulting from the burst, leakage or other failure of relevant pipes) incurred by Dŵr Cymru;

by reason or in consequence of the execution, maintenance, user or failure of any of the works or otherwise by reason or in consequence of the exercise by the Company of the powers of this Order.

(10) Nothing in the foregoing paragraph shall entitle Dŵr Cymru to any payment in respect of damage attributable to the neglect or default of Dŵr Cymru, their servants or agents.

(11) Nothing in this Order shall prejudice or affect the rights of Dŵr Cymru in respect of any relevant pipe (including the right of access to such pipe for the purpose of inspection, maintenance or renewal) or the provisions of any agreement regulating the relations between the Company and Dŵr Cymru with regard to any relevant pipe and whether made before or after this Order comes into force.

(12) Any difference arising between the Company and Dŵr Cymru under this article (other than a difference as to its meaning or construction) shall be referred to and settled by arbitration.