
STATUTORY INSTRUMENTS

1998 No. 1936

The Greater Manchester (Light Rapid Transit System) (Ashton-under-Lyne Extension) Order 1998

PART V

PROTECTIVE PROVISIONS

Statutory undertakers, etc.

41. The provisions of Schedule 10 to this Order shall have effect.

For protection of Railtrack

42.—(1) For the protection of Railtrack the following provisions shall, unless otherwise agreed in writing between the undertaker and Railtrack, have effect.

(2) In this article—

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

“the engineer” means an engineer to be appointed by Railtrack;

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

“Railtrack” means Railtrack PLC and any associated company of Railtrack PLC which holds property for railway purposes, and for the purpose of this definition “associated company” means any company which is (within the meaning of section 736 of the Companies Act 1985⁽¹⁾) the holding company of Railtrack PLC, a subsidiary of Railtrack PLC or another subsidiary of the holding company of Railtrack PLC;

“railway property” means any railway of Railtrack and any works, apparatus and equipment of Railtrack connected therewith and includes any land held or used by Railtrack for the purposes of such railway or works, apparatus or equipment;

“specified works” means so much of the authorised works and any reconstruction of Work No. 7 authorised by the Greater Manchester (Light Rapid Transit System) Act 1988⁽²⁾ as may be required for the purposes of or in connection with the authorised works as may be situated upon, across, under, over or within 15 metres of, or may in any way affect, railway property;

“the Station” means Railtrack’s Piccadilly Station in Manchester.

(a) (3) (a) The undertaker shall not under the powers of this Order or otherwise for the purposes of the specified works at the Station acquire or use or acquire new rights over

(1) 1985 c. 6.

(2) 1988 c.i.

any railway property except with the consent of Railtrack which shall not be unreasonably withheld but may be given subject to reasonable conditions.

- (b) The undertaker shall fence off on a temporary and permanent basis the specified works from railway property to the reasonable satisfaction of the engineer where so required by him.

(4) The undertaker shall not exercise the power of article 23 above or the powers of section 11(3) of the 1965 Act in respect of any railway property except with the consent of Railtrack which consent shall not be unreasonably withheld but may be given subject to reasonable conditions.

- (a) (5) (a) Except with the consent of Railtrack the undertaker shall not in the exercise of the powers of this Order prevent pedestrian or vehicular access to the Station or any other railway property.

- (b) The undertaker shall not exercise the powers of sections 271 or 272 of the Town and Country Planning Act 1990(3), as applied by Schedule 10 to this Order, in relation to any right of access of Railtrack to railway property but such right of access may be diverted with the consent of Railtrack.

- (c) The consent of Railtrack under this paragraph shall not be unreasonably withheld but may be given subject to reasonable conditions.

- (a) (6) (a) The undertaker shall before commencing construction of the specified works supply to Railtrack proper and sufficient plans for the reasonable approval of the engineer and shall not commence such construction of the specified works until plans thereof have been approved in writing by the engineer or settled by arbitration.

- (b) The approval of the engineer under this paragraph shall not be unreasonably withheld or delayed and if within 56 days after such plans have been supplied to Railtrack the engineer has not intimated his disapproval thereof and the grounds of his disapproval he shall be deemed to have approved the same.

(7) If within 56 days after such plans have been supplied to Railtrack, Railtrack gives notice to the undertaker that Railtrack desires itself to construct any part of the specified works which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Railtrack then, if the undertaker desires such part of the specified works to be constructed, Railtrack shall construct the same (together with any adjoining part of the specified works which the undertaker reasonably requires to be constructed in one operation with those works) with all reasonable dispatch on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled as aforesaid and under the supervision (where appropriate and if given) of the undertaker.

(8) Upon signifying his approval 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, the continuation of safe and efficient operation of the railways of Railtrack and the Station or the services of operators using the same (including any relocation of works, apparatus and equipment necessitated by the specified works) and such protective works as may be reasonably necessary for those purposes shall be constructed by Railtrack or by the undertaker, if Railtrack so desires, with all reasonable dispatch and the undertaker shall not commence the construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to his reasonable satisfaction.

- (9) The specified works shall, when commenced, be constructed—

- (a) with all reasonable dispatch in accordance with the plans approved or deemed to have been approved or settled as aforesaid,

- (b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer,
- (c) in such manner as to cause as little damage to railway property as may be, and
- (d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe user of any railway of Railtrack or the traffic thereon, the operation of the Station and the use by passengers of railway property;

and, if any damage to railway property or any such interference or obstruction is caused or takes place in consequence of the construction of the specified works, the undertaker shall, notwithstanding any such approval as aforesaid, make good such damage and shall pay to Railtrack all reasonable expenses to which it may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(10) The undertaker shall—

- (a) at all times afford reasonable facilities to the engineer for access to the specified works during their construction; and
- (b) supply the engineer with all such information as he may reasonably require with regard to the specified works or the method of construction thereof.

(11) Railtrack shall at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by Railtrack under this article during their construction and shall supply the undertaker with such information as it may reasonably require with regard to such works or the method of construction thereof.

- (a) (12) (a) If any alterations or additions, either permanent or temporary, to railway property are reasonably necessary during the construction of the specified works or during a period of 12 months after the completion thereof in consequence of the construction of the specified works, and Railtrack gives to the undertaker reasonable notice of its intention specifying the alterations or additions to be carried out the undertaker shall pay to Railtrack the reasonable cost thereof including, in respect of permanent alterations and additions, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Railtrack in maintaining, working and, when necessary, renewing any such alterations or additions.
- (b) The engineer shall in respect of the capitalised sums referred to in this paragraph and paragraph (13)(a) below, provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.
- (c) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving shall be set off against any sum payable by the undertaker to Railtrack under this paragraph.

(13) The undertaker shall repay to Railtrack all reasonable fees, costs, charges and expenses reasonably incurred by Railtrack—

- (a) in constructing any part of the specified works on behalf of the undertaker as provided by paragraph (7) above or in constructing any protective works under the provisions of paragraph (8) above 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 employment of any inspectors, signalmen, watchmen and other persons whom it is reasonably necessary to appoint for inspecting, 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, 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, or failure of the specified works

and which may in the opinion of the engineer be required to be imposed or from the substitution, suspension 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, and
- (e) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by him of the construction of the specified works.

(14) If at any time after the completion of the specified works, not being works vested in Railtrack, Railtrack gives notice to the undertaker informing it that the state of maintenance of the specified works appears to be such as adversely affects the operation of railway property, the undertaker shall, on receipt of such notice, take such steps as may be reasonably necessary to put the specified works in such state of maintenance as not adversely to affect railway property.

(15) All temporary structures, erections, works, apparatus and appliances erected or placed by the undertaker under the powers of the Order upon, over or under any railway of Railtrack shall, as soon as reasonably practicable, be removed by the undertaker 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 delay or interruption to, the traffic on the railways of Railtrack as may be; and if any damage to railway property or such interference, delay or interruption is caused by any such failure to remove any such temporary structures, erections, works, apparatus or appliances, the undertaker shall forthwith make good such damage and pay to Railtrack the reasonable costs and expenses to which it may be put and reasonable compensation for any loss which it may sustain by reason of such damage, interference, delay or interruption.

(16) If it is necessary for the protection and safety of railway property for Railtrack to purchase any minerals for the support of such property or to pay compensation for any minerals to be left unworked for the support thereof and the specified works also derive support from such minerals, the undertaker shall repay to Railtrack a reasonable proportion of the amount paid by Railtrack for or in respect of such minerals and the costs and expenses incurred by Railtrack in relation to any such purchase or payment of compensation.

(17) Before providing any illumination or illuminated traffic sign on or in connection with the specified works in the vicinity of any railway of Railtrack the undertaker shall consult with Railtrack and comply with its reasonable requirements for preventing confusion between such illumination or illuminated sign and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.

(18) Any additional expenses which Railtrack may reasonably incur after giving 56 days' notice to the undertaker in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of the specified works shall be repaid by the undertaker to Railtrack.

(19) The undertaker shall be responsible for and make good to Railtrack all reasonable costs, charges, damages and expenses not otherwise provided for in this article which may be occasioned to or reasonably incurred by Railtrack—

- (a) by reason of the construction or maintenance of the specified works or the failure thereof, or
- (b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon the specified works;

and the undertaker shall indemnify Railtrack 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 Railtrack on behalf of the undertaker 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 Railtrack or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this paragraph.

(20) Railtrack shall give to the undertaker reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of the undertaker.

- (a) (21) (a) The compensation payable under paragraph (19) above shall include a sum equivalent to the relevant costs.
- (b) Subject to the terms of any agreement between Railtrack and any train operator regarding the terms of payment of the relevant costs in respect of that train operator, Railtrack shall promptly pay to each train operator the amount of any compensation which Railtrack receives under this paragraph which relates to the relevant costs of that train operator.
- (c) In this paragraph “relevant costs” means the costs, direct losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of any restriction of use of Railtrack’s railway network as a result of the construction or maintenance or failure of the specified works or any such failure, act or omission as mentioned in paragraph (19) above.
- (d) The obligation under this paragraph to pay Railtrack the relevant costs shall, in the event of default, be enforceable direct by the train operator concerned.

(22) In the assessment of compensation payable under this article there shall not be taken into account any enhancement of that compensation attributable to any action taken or any agreement entered into by Railtrack if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining compensation or increased compensation and for the avoidance of doubt any reference in this paragraph to compensation shall be deemed to relate to any payment due to Railtrack under this article.

- (a) (23) (a) Section 41 (For protection of British Railways Board) of the Greater Manchester (Light Rapid Transit System) Act 1988⁽⁴⁾ in its application to Railtrack shall not apply to any reconstruction of Work No. 7 authorised by that Act which forms part of the specified works.
- (b) Section 42 (For further protection of British Railways Board) of the Greater Manchester (Light Rapid Transit System) Act 1988 shall have effect with the substitution of references to Railtrack for references to the railways board and as if the references therein to the light rapid transit system and to works authorised by that Act included references to the specified works and to any parts of the railways of Railtrack transferred to, and vested in, the undertaker by agreement with Railtrack under this Order.

(24) The undertaker and Railtrack may enter into, and carry into effect, agreements for the transfer to the undertaker of—

- (a) any railway property shown on the Order plans and described in the book of reference,
- (b) any lands, works or other property held in connection with any such railway property, and
- (c) any rights and obligations (whether or not statutory) of Railtrack relating to any railway property.

For protection of the British Waterways Board

43.—(1) For the protection of the waterways board the following provisions shall, unless otherwise agreed in writing between the undertaker and the waterways board, have effect.

(2) In this article—

(4) 1988 c.i.

“the canal” means the Ashton Canal in so far as it is owned or managed by the waterways board, and any works connected therewith for the maintenance of which the waterways board are responsible, and includes any lands held or used by the waterways board for the purposes of the canal;

“construction” includes execution, placing, altering, replacing and relaying and includes removal;

“the engineer” means an engineer to be appointed by the waterways board;

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

“the specified works” means so much of any of the authorised works as is situated over or upon or abuts on or in any way affects the canal and includes the exercise of any of the powers of articles 5, 8, 9, 10, 12, 19 and 23 in relation to the canal;

“the waterways board” means the British Waterways Board.

(3) Notwithstanding anything in this Order or shown on the land plans, the undertaker shall not under the powers of this Order acquire compulsorily or occupy any land or other property of the waterways board or acquire compulsorily any easement or other right over such land, but it may subject to the consent of the waterways board (which consent shall not unreasonably be withheld) in accordance with the provisions of article 29 above acquire such easements and rights as it may reasonably require for the purposes of the authorised works in any such land or property delineated on the land plans.

(4) The undertaker shall not use any land or property of the waterways board (including the towing paths comprised in the canal) for the passage of vehicles, plant or machinery employed in the construction of the specified works other than—

- (a) with the consent in writing of the engineer, whose consent shall 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 damage to such land and property and of danger to persons thereon, and
 - (ii) in order to avoid or reduce any inconvenience to the waterways board, their officers and agents and all other persons lawfully on such land or property.

(5) If as a result of the construction of the specified works any part of the towing path comprised in the canal or any public right of way giving access thereto (“the closed section”) is closed to persons on foot or on cycles the undertaker shall to the reasonable satisfaction of the waterways board provide in substitution a sufficient and convenient way between the points of commencement and termination of the closed section and maintain that way throughout the period of closure.

- (a) (6) (a) The undertaker shall, before commencing the construction of the specified works, supply to the waterways board proper and sufficient plans thereof for the approval of the engineer and such further particulars available to it as the waterways board may within 28 days of the submission of the plans reasonably require, and shall not commence the specified works until plans thereof have been approved in writing by the engineer or settled by arbitration.
- (b) Approval of plans supplied under this sub-paragraph shall not be unreasonably withheld and, if within 56 days after such plans have been supplied to the waterways board the engineer shall not have intimated his disapproval thereof and the grounds of his disapproval, he shall be deemed to have approved the plans as supplied.
- (c) Upon signifying his approval of the plans the engineer may specify—

- (i) any protective works, whether temporary or permanent, which in his opinion should be carried out before the commencement of the specified works, and
 - (ii) such other requirements as may be necessary,
- to ensure the safety or stability of, or to prevent the obstruction of, the canal.
- (d) Such protective works as may be specified under sub-paragraph (c) above shall be constructed by the undertaker with all reasonable dispatch.
- (7) The undertaker shall pay to the waterways board a capitalised sum representing the increased or additional cost of maintaining and, when necessary, renewing any permanent protective works provided under paragraph (6) above, but if the cost of maintaining the canal, or of works of renewal on the canal, is reduced in consequence of any such protective works, a capitalised sum representing such saving shall be set off against any sum payable by the undertaker to the waterways board under this paragraph.
- (8) The undertaker shall give to the engineer 28 days' notice of its intention to commence the construction or repair of any of the specified works, or, in the case of repair carried out in an emergency, such notice as may be reasonably practicable.
- (9) The undertaker shall at all times afford reasonable facilities to the engineer for access to the specified works during their construction 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.
- (10) When construction of any specified works is commenced the works shall be carried out—
- (a) in accordance with the plans approved or deemed to be approved or settled as provided in paragraph (6) above, and any requirements made under sub-paragraph (6)(c) above,
 - (b) under the supervision (if given) and to the reasonable satisfaction of the engineer,
 - (c) so as not to interfere with or obstruct the use of the towing paths of the canal so far as is reasonably practicable, and
 - (d) so as not to interfere with or obstruct the passage of vessels on the canal.
- (11) Following the completion of the construction of the specified works the undertaker shall restore the canal to a condition no less satisfactory than its condition immediately prior to the commencement of those works.
- (12) The undertaker shall not in the course of constructing or repairing the specified works do or permit anything which may result in the pollution of the canal or the deposit of materials therein and shall take such steps as the engineer may reasonably require to avoid or make good any breach of its obligations under this sub-paragraph.
- (13) Nothing in article 20 above shall authorise the undertaker—
- (a) to discharge any water directly or indirectly into the canal except with the consent in writing of the waterways board, or
 - (b) to carry out any works to, or make any opening in, or otherwise interfere with, the canal (including the banks and bed thereof).
- (14) The undertaker shall pay to the waterways board all costs, charges and expenses reasonably incurred by them in respect of—
- (a) the approval by the engineer of plans supplied by the undertaker under paragraph (6) above, and
 - (b) the supervision by him of the construction of the specified works.
- (15) Subject to paragraph (17)(b) below, if any damage to the canal or other land or property of the waterways board, any stoppage of the canal or any interference with the passage of vessels using the canal shall be caused by the carrying out of works for the construction of the specified works, the undertaker shall make good such damage and pay to the waterways board all reasonable expenses

to which they may be put and compensation for any loss which they may sustain by reason of any such damage, stoppage or interference.

(16) Nothing in this Order shall authorise the undertaker to make or maintain any permanent works in or over the canal so as to reduce the width thereof if such reduction in width would impede or prevent the passage of any vessel of a kind (as to its dimensions) for which the waterways board are required by section 105(1)(b) and (2) of the Transport Act 1968⁽⁵⁾ to maintain the canal.

(a) (17) (a) The undertaker shall be responsible for and make good to the waterways board all costs, charges, damages and expenses not otherwise provided for in this article which may be occasioned to, or reasonably incurred by, the waterways board—

- (i) by reason of the construction or repair of the specified works or the failure thereof, or
- (ii) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon the construction or repair of the specified works;

and the undertaker shall indemnify the waterways board from and against all claims and demands arising out of, or in connection with, the construction or repair of the specified works or any such failure, act or omission as aforesaid.

(b) Nothing in this paragraph shall impose any liability on the undertaker with respect to any damage, expense or loss which is attributable to the act, neglect or default of the waterways board or their servants, agents or contractors but the fact that any act or thing has been done by the waterways board on behalf of the undertaker 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 neglect or default on the part of the waterways board or of any person in their employ or of their contractors or agents) excuse the undertaker from any liability under this paragraph.

(c) The waterways board shall give to the undertaker reasonable notice of any claim or demand under this paragraph and no settlement or compromise thereof shall be made without the prior consent of the undertaker.

(18) Paragraph 3 of Schedule 10 below shall not apply in relation to a street under the control or management of, or maintainable by, the waterways board forming part of the canal.

Minerals

44. Nothing in this Order shall affect the right of any person entitled to any mine or minerals of any description whatsoever under a street along which any authorised street tramway is laid to work the mine or get the minerals; but this shall not affect any liability (whether civil or criminal) of the person so entitled in respect of damage to the authorised street tramway resulting from the exercise of any such right.

Saving for highway authorities

45. Nothing in this Order shall affect any power of a highway authority to widen, alter, divert or improve any highway along which a street tramway is laid.

Arrangements with highway authorities

46. The following provisions shall, unless otherwise agreed in writing between the undertaker and the highway authority concerned, have effect:—

- (1) In this article “highway” means a street vested in or maintainable by the highway authority;

(5) 1968 c. 73.

“highway operations” means the construction of any part of the authorised works which will involve interference with a highway or the traffic in a highway and any temporary stopping up, alteration or diversion of a highway;

“plans” includes sections, drawings, specifications and particulars (including descriptions of methods of construction).

(2) Wherever in this article provision is made with respect to the approval or consent of the highway authority, that approval or consent shall be in writing and may be given subject to such reasonable terms and conditions as the highway authority may require in the interests of safety and in order to minimise inconvenience to persons using the highway, but shall not be unreasonably withheld.

(3) Prior to seeking approval under paragraph (4) below, the undertaker shall consult the highway authority concerned as to any works to and changes in the management of the highway network which may be required to ensure the effective integration of the authorised transit system with other forms of highway traffic and, within 28 days of being requested in writing by the undertaker so to do, the highway authority shall provide the undertaker with its opinion on the subject.

(a) (4) (a) Without prejudice to the application of sections 59 and 60 of the 1991 Act (duty of street authority to co-ordinate and undertakers to co-operate) before commencing any highway operations, the undertaker shall submit to the highway authority for its approval proper and sufficient plans and shall not commence the highway operations until such plans have been approved or settled by arbitration.

(b) If, within 56 days after any plans have been submitted to a highway authority under subparagraph (a) above, it has not intimated its disapproval and the grounds of disapproval, it shall be deemed to have approved them.

(c) In the event of any disapproval of plans by a highway authority under this paragraph, the undertaker may re-submit the plans with modifications and, in that event, if the highway authority has not intimated its disapproval and the grounds of disapproval within 28 days of the plans being re-submitted, it shall be deemed to have approved them.

(5) In submitting plans under paragraph (4) above, the undertaker shall—

(a) ensure that the design of any lighting for new station areas is such as not to cause confusion to highway users operating under normal highway lighting,

(b) ensure that the design and positioning of any poles and brackets required for overhead line equipment and the design of foundations, platforms, road islands, substations, electric lines and other apparatus are compatible, so far as reasonably practicable, with street furniture vested in the highway authority, and

(c) ensure that the design of any traffic signalling system for the authorised transit system is fully compatible with traffic signalling for other traffic users whilst achieving priority signalling for tramcars using the authorised transit system wherever practicable.

(a) (6) (a) Except in an emergency or where reasonably necessary to secure the safety of the public no direction or instruction shall be given by the highway authority to the contractors, servants or agents of the undertaker regarding the highway operations without the prior consent in writing of the undertaker.

(b) The highway authority shall not be liable for any additional costs which may be incurred as a result of the giving of instructions or directions pursuant to this article.

(7) To facilitate liaison with the undertaker, the highway authority concerned shall provide so far as is reasonably practicable a representative to attend meetings arranged by the undertaker respecting highway operations.

(8) So much of the authorised works as forms part of or is intended to become public highway, or part of any such highway, and which are not street works as respects which the provisions of Part

III of the 1991 Act apply shall be completed in accordance with the reasonable requirements of the highway authority or, in case of difference between the undertaker and the highway authority as to whether those requirements have been complied with or as to their reasonableness, in accordance with such requirements as may be approved or settled by arbitration.

(9) The undertaker shall not, except with the consent of the highway authority, alter or interfere with any sanitary convenience, refuge, sewer, drain, lamp column, traffic sign, bollard, bin for refuse or road materials or apparatus connected therewith, or any other property or work belonging to, or under the jurisdiction or control of, the highway authority on or under any highway or repairable by them or the access thereto.

(10) The undertaker shall not, except with the consent of the highway authority, deposit any soil or materials or stand any vehicle or plant on or over any highway so as to obstruct or render less safe the use of the highway by any person or, except with the like consent, deposit any soil or materials on any highway except within a hoarding.

(11) The undertaker shall, if reasonably so required by the highway authority, provide and maintain during such time as the undertaker may occupy any part of a highway for the purpose of the construction of any part of the authorised works, temporary ramps for vehicular traffic or pedestrian traffic, or both, and any other traffic measures required to protect the safety of road users in accordance with the standard recommended in Chapter 8 of the Traffic Signs Manual issued for the purposes of the Traffic Signs Regulations and General Directions 1994⁽⁶⁾ in such position as may be necessary to prevent undue interference with the flow of traffic in any highway.

(12) The undertaker shall not place any hoardings on any part of any highway except for such period and in such manner as may be reasonably necessary.

(13) The undertaker shall indemnify the highway authority against any claim which may arise as a result of any subsidence of, or damage to, any highway or any sanitary convenience, refuge, sewer, drain, lamp column, traffic sign, bollard, bin for refuse or road materials or apparatus connected therewith or any other property or work belonging to, or under the jurisdiction or control of, the highway authority on or under any highway, or maintainable by them, which may be caused by, or in consequence of, any act or default of the undertaker, its contractors, servants or agents.

(14) Unless otherwise agreed between the parties any difference arising between the undertaker and the highway authority under this article (other than a difference as to its meaning or construction) shall be determined by arbitration.

(6) S.I.1994/1519.