

SCHEDULES

SCHEDULE 1

Articles 2(1) and 4

SCHEDULED WORKS

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of Work</i>	<i>(3)</i> <i>Description of work</i>
In the London Boroughs of Newham and Greenwich	Work No. 1	A railway (2,533 metres in length), mainly located in two parallel bored tunnel structures, commencing at a junction with the proposed DLR Silvertown and London City Airport Extension at the centre of the proposed King George V station, passing eastwards and descending, then passing south-eastwards below Woodman Street, the junction of Albert Road, Woodman Street and Bargehouse Road, Grimsby Grove, and the River Thames, then turning southwards and rising, passing below Tom Cribb Road, then turning south-westwards and continuing to rise, passing under Plumstead Road and Maxey Road, then turning westwards under Burrage Road, Parry Place, the British Telecom access road and car park and the Network Rail Woolwich Arsenal station down passenger platform, then turning north-westwards under Taylor's Buildings, Woolwich New Road and terminating at a point under the intersection of Greens End with Powis Street in Woolwich town centre, the first section of tunnel (1,975 metres in length) being under part of North Woolwich, the River Thames, the Royal Arsenal site and

Status: This is the original version (as it was originally made).

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of Work</i>	<i>(3)</i> <i>Description of work</i>
In the London Borough of Newham	Work No. 2	<p>the eastern part of Woolwich, commencing 252 metres from the commencement of this work and terminating 15 metres west of Parry Place, 2,227 metres from the commencement of this work, the second section of tunnel (74 metres in length) being under the British Telecom telephone exchange access road and car park and Network Rail down passenger platform, commencing 90 metres west of Parry Place, 2,304 metres from the commencement of this work and terminating 22 metres east of Taylor’s Buildings, 2,378 metres from the commencement of this work and the third section of tunnel (109 metres in length) being under part of Woolwich Town Centre, commencing 23 metres west of Taylor’s Buildings, 2,424 metres from the commencement of this work and terminating at the termination point of this work, including sections of bored and cut and cover tunnel, intermittent cross passage tunnels between the two parallel bored tunnel structures and tunnel boring machine launch and reception chambers.</p>
	Work No. 3	<p>A road (380 metres in length) being a realignment of the extension of Hartmann Road, commencing at a point 492 metres west of its junction with Albert Road and Woolwich Manor Way, passing eastwards and terminating at a point 111 metres west of its junction with Albert Road and Woolwich Manor Way.</p> <p>A temporary jetty structure (300 metres in length) in King</p>

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of Work</i>	<i>(3)</i> <i>Description of work</i>
		George V Dock commencing 350 metres west of the eastern end of the dock, passing eastwards and terminating 50 metres west of the east end of the dock.
	Work No. 4	A temporary access bridge and conveyor (110 metres in length) from King George V Dock to the adjacent dock side land, commencing at an intersection with Work No. 3, 77 metres west of the eastern end of King George V Dock, passing south-eastwards and terminating at a point 75 metres north-west of the intersection of Albert Road, Woolwich Manor Way, the extension of Hartmann Road and Fishguard Way.
In the London Borough of Greenwich	Work No. 5	An intervention shaft and cross passage structure (68 metres in length) commencing at a point 89 metres north-east of the junction between Argyle Road and Marlborough Road and 4 metres above existing ground level, descending 36 metres vertically and then turning through 90 degrees and passing horizontally eastwards and terminating at an intersection with Work No.1, 1,255 metres from the commencement of that work, including a surface building and underground ventilation and drainage adits and cross passage tunnel structures,
	Work No. 6	An access road (16 metres in length) commencing at a point on the north-east side of Marlborough Road 95 metres north-east of its intersection with Argyle Road, passing north-east across Work No. 8 and terminating 16 metres from its commencement.

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<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of Work</i>	<i>(3)</i> <i>Description of work</i>
	Work No. 7	A footway (120 metres in length), being a realignment of the existing riverside footway, commencing at a point 43 metres north-east of the junction between Marlborough Road and Argyle Road, passing eastwards, then following the circumference of the intervention shaft in Work No. 5 in a clockwise manner, passing south-eastwards, then north-eastwards and terminating at a junction with the existing footpath 121 metres north-east of the junction between Marlborough Road and Argyle Road.
	Work No. 8	A cycleway (99 metres in length), being a realignment of the existing riverside cycleway, commencing at a point 32 metres north-east of the junction between Marlborough Road and Argyle Road, passing eastwards to the south of the intervention shaft in Work No. 5, crossing Work No. 6, passing south-eastwards, then north-eastwards and terminating at a junction with the existing cycleway 121 metres north-east of the junction between Marlborough Road and Argyle Road.
	Work No. 9	A road (215 metres in length), commencing at the junction between Marlborough Road and Argyle Road, passing north-eastwards, then south-eastwards and terminating at a point on Cadogan Road 105 metres south-east of its junction with Argyle Road.
	Work No. 10	A temporary railway passenger platform (238 metres in length) commencing at the country (east) end of

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of Work</i>	<i>(3)</i> <i>Description of work</i>
		the existing Network Rail Woolwich Arsenal station down passenger platform, passing eastwards under Burrage Road and terminating at a point 10 metres west of Maxey Road.
	Work No. 11	A temporary footbridge (14 metres in length) commencing at a point 23 metres west of Burrage Road on the north side of Network Rail's North Kent Railway Line, passing southwards over Work No. 10 and the North Kent railway line, and terminating at a point 25 metres west of Burrage Road on the south side of the North Kent line.
	Work No. 12	A temporary access ramp (118 metres in length) commencing at a point on the west side of Burrage Road, 46 metres south of its junction with Spray Street and Burrage Grove, passing eastwards and descending and then turning south and terminating at an intersection with Work No. 10 at a point 158 metres from the commencement of that work.
	Work No. 13	An access road (30 metres in length) commencing at a point on the east side of Parry Place 23 metres south of its junction with Spray Street, passing eastwards and terminating 30 metres from its commencement.
	Work No. 14	An access road (185 metres in length), being a replacement of the existing British Telecom telephone exchange access road, commencing at a point on the east side of Taylor's Buildings 36 metres south of its junction with Spray Street, passing south-east eastwards past the south-

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<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of Work</i>	<i>(3)</i> <i>Description of work</i>
		west side of the existing telephone exchange building, then passing eastwards and terminating at a point on the west side of Parry Place 20 metres south of its junction with Spray Street.
	Work No. 15	An access road (20 metres in length) commencing at a point on the north-west side of Taylor's Buildings 34 metres south of its junction with Spray Street, passing north-westwards and terminating at a point 20 metres from its commencement.
	Work No. 16	A footbridge (20 metres in length) commencing at a point 10 metres east of the south end of Taylor's Buildings on the north side of Network Rail's Woolwich Arsenal station down passenger platform, passing southwards over Network Rail's North Kent Railway Line, and terminating at a point 28 metres north-west of the junction between Helen Street and Vincent Road on the south side of Woolwich Arsenal station up passenger platform.
	Work No. 17	A road (123 metres in length) being a realignment of the existing Woolwich New Road, commencing at a junction with the existing road 10 metres south-west of its junction with Vincent Road and General Gordon Place, passing north-eastwards and terminating at a point on the existing road 26 metres north-east of its junction with Spray Street.
	Work No. 18	A temporary road (110 metres in length), being a temporary diversion of the existing Woolwich New Road, commencing 18 metres

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of Work</i>	<i>(3)</i> <i>Description of work</i>
	Work No. 19A	<p>north-east of its junction with General Gordon Place and Vincent Road, passing north-eastwards, then northwards and terminating at a point 32 metres north of the junction between Spray Street and Woolwich New Road.</p> <p>A sewer (109 metres in length) being a diversion of part of the existing sewer which passes below Burrage Road, commencing underground at a junction with the existing Thames Water Southern Outfall Sewer No. 2 at a location 12 metres east of Burrage Road and 10 metres south of Arthur Grove, passing north-westwards below Arthur Grove and Burrage Road to a point at the east end of Woolwich Arsenal station car park, 15 metres west of Burrage Road, passing westwards below the car park, then southwards below Vincent Road, to terminate at a point under Vincent Road 35 metres west of its intersection with Burrage Road, including the construction of vertical access shaft structures, the diversion of secondary sewage pipes connecting into the main sewer at intermediate locations and works to stop up the existing sewer between the junction of Burrage Road with Vincent Road and the junction of Burrage Road with Spray Street.</p>
	Work No. 19B	<p>A sewer (8 metres in length) being a diversion of part of the existing sewer which passes below Burrage Road, commencing at a point under Burrage Road 3 metres south of its intersection with Arthur Grove passing</p>

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<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of Work</i>	<i>(3)</i> <i>Description of work</i>
	Works No. 20	<p>northwards below Burrage Road and Arthur Grove and terminating at an intersection with Work No. 19A at a point 5 metres east of the junction between Burrage Road and Arthur Grove, including the construction of vertical access shaft structures, and the diversion of secondary sewage pipes connecting into the main sewer at intermediate locations.</p> <p>A sewer (151 metres in length), being a diversion of the existing sewer which passes below Woolwich New Road and Beresford Square Market Place, commencing underground at a point 40 metres north-east of the junction between Woolwich New Road, General Gordon Place and Vincent Road, passing south-eastwards below Woolwich New Road to the south east side of the existing Woolwich New Road then passing north-eastwards below Work No. 1 to a point 15 metres south of the junction between Woolwich New Road and Spray Street, then passing north-westwards below Woolwich New Road and Beresford Square Market Place to a point 62 metres north-east of the junction between Greens End and Powis Street, then turning north-eastwards to terminate underground at a junction with the existing Thames Water Southern Outfall Sewer No. 1, 71 metres north-east of the junction between Greens End and Powis Street, including the construction of vertical access shaft structures, the diversion of secondary sewage pipes</p>

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of Work</i>	<i>(3)</i> <i>Description of work</i>
		connecting into the main sewer at intermediate locations, and works to temporarily line and then stop up the existing sewer between a point 40 metres north of the junction between Woolwich New Road, General Gordon Place and Vincent Road and its junction with the Southern Outfall Sewer No. 1 at a point 73 metres north-east of the junction between Greens End and Powis Street.

SCHEDULE 2

Articles 4 and 23

ADDITIONAL LAND WHICH MAY BE ACQUIRED OR USED

<i>(1)</i> <i>Location</i>	<i>(2)</i> <i>Number of land shown on the deposited plans</i>	<i>(3)</i> <i>Purpose for which land may be acquired or used</i>
Woolwich Arsenal	108	Replacement open space
Woolwich Arsenal	115, 117, 118, 124, and 125	Access to intervention shaft

Key to Schedules 3 and 4

CD	Cycleway diversion
FD	Footpath diversion
KM	Kerb line modification
SS	Stopping up of street

SCHEDULE 3

Article 7

STREETS SUBJECT TO ALTERATION OF LAYOUT

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street Subject to alteration of layout</i>	<i>(3)</i> <i>Description of alteration</i>
London Borough of Greenwich	Marlborough Road	Alteration of kerb line to accommodate new junction between KM1, KM2, KM3 and KM4

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<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street Subject to alteration of layout</i>	<i>(3)</i> <i>Description of alteration</i>
	Cadogan Road	Alteration of kerb line to accommodate new junction between KM5 and KM6
	Parry Place	Alteration of kerb line to accommodate widening of road and a new junction between KM7 and KM8
	Parry Place	Alteration of kerb line to accommodate new junction between KM9 and KM10
	Taylor's Buildings	Alteration of kerb line to accommodate new junction between KM11 and KM12
	Taylor's Buildings	Alteration of kerb line to accommodate widening of road and a new junction between KM13 and KM14
	Taylor's Buildings	Alteration of kerb line to accommodate widening of road between KM18 and KM13
	Junction of Spray Street and Woolwich New Road	Alteration of kerb line to accommodate new junction between KM15 and KM16
	Junction of Spray Street and Woolwich New Road	Alteration of kerb line to accommodate new junction between KM17 and KM18

SCHEDULE 4

Articles 10 and 11

STREETS TO BE PERMANENTLY STOPPED UP

PART 1

Streets for which a substitute is to be provided

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street affected</i>	<i>(3)</i> <i>Extent of stopping up</i>	<i>(4)</i> <i>New street to be substituted</i>
London Borough of Newham	Extension of Hartmann Road	Between points SS1 and SS2	Work No. 2

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street affected</i>	<i>(3)</i> <i>Extent of stopping up</i>	<i>(4)</i> <i>New street to be substituted</i>
London Borough of Greenwich	Riverside footpath	Between points FD1 and FD2	Work No. 7
	Riverside cycleway	Between points CD1 and CD2	Work No. 8
	Marlborough Road	Between points SS3 and SS4	Work No. 9
	Woolwich New Road	Between points SS9 and SS10	Work No. 17

PART 2

Streets for which no substitute will be provided

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street to be stopped up</i>	<i>(3)</i> <i>Extent of stopping up</i>
London Borough of Greenwich	Parry Place	Southern end between points SS5 and SS6
	Taylor's Buildings	Southern end between points SS7 and SS8

SCHEDULE 5

Article 11

STREETS TO BE TEMPORARILY STOPPED UP

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street to be temporarily stopped up</i>
London Borough of Newham	Extension of Hartmann Road
London Borough of Greenwich	Riverside footpath
	Riverside cycleway
	Marlborough Road
	Cadogan Road
	Wellington Avenue
	Tom Cribb Road
	Plumstead Road
	Informal paths over the land numbered 130, 131, 132, 133 and 134 on the deposited plans
Invermore Place	
Maxey Road	

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<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street to be temporarily stopped up</i>
	Burrage Grove
	Burrage Road
	Arthur Grove
	Vincent Road
	Spray Street
	Parry Place
	Taylor’s Buildings
	Woolwich New Road
	General Gordon Place
	Greens End
	Beresford Square Market Place
	Powis Street
	Network Rail car park

SCHEDULE 6

Article 19

LAND NOT SUBJECT TO SAFEGUARDING WORKS POWER

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of land shown on deposited plans</i>
London Borough of Newham	23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89 and 90
London Borough of Greenwich	91, 106, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222 and 305

SCHEDULE 7

Article 21

LAND NOT SUBJECT TO SURVEY AND INVESTIGATION POWER

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of land shown on deposited plans</i>
London Borough of Newham	23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89 and 90
London Borough of Greenwich	91, 113, 114, 127, 128, 129, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 159, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221 and 222

SCHEDULE 8

Article 26

MODIFICATION OF COMPENSATION AND COMPULSORY
PURCHASE ENACTMENTS FOR CREATION OF NEW RIGHTS*Compensation enactments*

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land shall 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 as they apply as respects compensation on the compulsory purchase of land and interests in land.

2.—(1) Without prejudice to the generality of paragraph 1, the Land Compensation Act 1973(1) shall have effect subject to the modifications set out in sub-paragraphs (2) and (3).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 of the 1965 Act as substituted by paragraph 4—

- (a) for the words “land is acquired or taken” there shall be substituted the words “a right over land is purchased”; and
- (b) for the words “acquired or taken from him” there shall be substituted the words “over which the right is exercisable”.

(3) In section 58(1) (determination of material detriment where part of house etc. proposed for compulsory acquisition), as it applies to determinations under section 8 of the 1965 Act as substituted by paragraph 5—

(1) 1973 c. 26.

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- (a) for the word “part” in paragraphs (a) and (b) there shall be substituted the words “a right over land consisting”;
- (b) for the word “severance” there shall be substituted the words “right over the whole of the house, building or manufactory or of the house and the park or garden”;
- (c) for the words “part proposed” there shall be substituted the words “right proposed”; and
- (d) for the words “part is” there shall be substituted the words “right is”.

Adaptation of the 1965 Act

3.—(1) The 1965 Act shall have effect with the modifications necessary to make it apply to the compulsory acquisition under this Order of a right by the creation of a new right as it applies to the compulsory acquisition under this Order of land, so that, in appropriate contexts, references in that Act to land are read (according to the requirements of the particular context) as referring to, or as including reference to—

- (a) the right acquired or to be acquired; or
- (b) the land over which the right is or is to be exercisable.

(2) Without prejudice to the generality of sub-paragraph (1), Part I of the 1965 Act shall apply in relation to the compulsory acquisition under this Order of a right by the creation of a new right with the modifications specified in the following provisions of this Schedule.

4. For section 7 of the 1965 Act (measure of compensation) there shall be substituted the following section:—

“7. In assessing the compensation to be paid by the acquiring authority under this Act, regard shall be had not only to the extent (if any) to which the value of the land over which the right is to be acquired is depreciated by the acquisition of the right 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 his, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act.”

5. For section 8 of the 1965 Act (provisions as to divided land) there shall be substituted the following:—

“8.—(1) Where in consequence of the service on a person under section 5 of this Act of a notice to treat in respect of a right over land consisting of a house, building or manufactory or of a park or garden belonging to a house (“the relevant land”)—

- (a) a question of disputed compensation in respect of the purchase of the right would apart from this section fall to be determined by the Lands Tribunal (“the tribunal”); and
- (b) before the tribunal has determined that question the person satisfies the tribunal that he has an interest which he is able and willing to sell in the whole of the relevant land and—
 - (i) where that land consists of a house, building or manufactory, that the right cannot be purchased without material detriment to that land; or
 - (ii) where that land consists of such a park or garden, that the right cannot be purchased without seriously affecting the amenity or convenience of the house to which that land belongs;

the Docklands Light Railway (Woolwich Arsenal Extension) Order 2004 (“the Order”) shall, in relation to that person cease to authorise the purchase of the right and be deemed to authorise the purchase of that person’s interest in the whole of

the relevant land including, where the land consists of such a park or garden, the house to which it belongs, and the notice shall be deemed to have been served in respect of that interest on such date as the tribunal directs.

(2) Any question as to the extent of the land in which the Order is deemed to authorise the purchase of an interest by virtue of subsection (1) of this section shall be determined by the tribunal.

(3) Where in consequence of a determination of the tribunal that it is satisfied as mentioned in subsection (1) of this section the Order is deemed by virtue of that subsection to authorise the purchase of an interest in land, the acquiring authority may, at any time within the period of six weeks beginning with the date of the determination, withdraw the notice to treat in consequence of which the determination was made; but nothing in this subsection prejudices any other power of the authority to withdraw the notice.”.

6. 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);

shall be so modified 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 is vested absolutely in the acquiring authority.

7. Section 11 of the 1965 Act (powers of entry) shall be so modified as to secure that, as from the date on which the acquiring authority have served notice to treat in respect of any right, they have power, exercisable in the like circumstances and subject to the like conditions, to enter for the purpose of exercising that right (which shall be deemed for this purpose to have been created on the date of service of the notice); and sections 12 (penalty for unauthorised entry) and 13 (entry on warrant in the event of obstruction) of the 1965 Act shall be modified correspondingly.

8. Section 20 of the 1965 Act (protection for interests of tenants at will, etc.) shall apply 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 in question.

9. Section 22 of the 1965 Act (protection of acquiring authority’s possession where by inadvertence an estate, right or interest has not been got in) shall be so modified 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, subject to compliance with that section as respects compensation.

Status: This is the original version (as it was originally made).

SCHEDULE 9

Article 28

ACQUISITION OF SUBSOIL AND NEW RIGHTS ONLY

PART 1

Land in which only subsoil or new rights in subsoil may be acquired

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of land shown on deposited plans</i>
London Borough of Newham	23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89 and 90
London Borough of Greenwich	91, 92, 94, 104, 105, 109, 110, 111, 112, 113, 114, 121, 122, 126, 127, 128, 129, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 242 and 244

PART 2

Land in which only new rights may be acquired

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of land shown on deposited plans</i>
London Borough of Newham	3
London Borough of Greenwich	94, 109, 110, 115, 117, 118, 122, 124, 125, 234, 255b, 255d, 259, 276, 278, 289, 290, 297, 298 and 303

SCHEDULE 10

Articles 4, 21 and 30

LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of land shown on the deposited plans</i>	<i>(3)</i> <i>Purpose for which temporary possession may be taken</i>	<i>(4)</i> <i>Authorised work</i>
King George V Dock	2, 12, 13, 14, 20	Work sites, dock for spoil removal	Works Nos. 1, 2, 3 and 4
Within and adjacent to the River Thames	93, 106, 107	Work site and river access	Works Nos. 5, 6, 7, 8 and 9
Land adjacent to Wellington Avenue, Woolwich Arsenal	116, 119, 120, 123	Work site	Work No. 1
Land adjacent to Plumstead Road	130, 131, 132, 159, 160	Work site for settlement mitigation works and for temporary replacement car parking	Work No. 1
Railway track and adjacent land	206	Site of a temporary railway platform and access ramp	Works Nos. 10 and 12
Car Park to Greenwich Community College	233	Work site for settlement mitigation works and for temporary replacement car parking	Work No. 1
Part of Woolwich New Road	274	Traffic management for road re-alignment	Works Nos. 17 and 18
Land adjacent to Beresford Street	305	Work site for sewer diversion works	Work No. 20

SCHEDULE 11

Articles 30 and 31

LAND OF WHICH TEMPORARY POSSESSION MAY NOT BE TAKEN

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of land shown on deposited plans</i>
London Borough of Newham	23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89 and 90

Status: This is the original version (as it was originally made).

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of land shown on deposited plans</i>
London Borough of Greenwich	91, 111, 112, 113, 114, 126, 127, 128, 129, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 237, 242, 244, 276, 278, 289, 290, 297 and 298

SCHEDULE 12

Articles 10, 35 and 41

PROVISIONS RELATING TO STATUTORY UNDERTAKERS, ETC.

Apparatus of statutory undertakers, etc., on land acquired

1.—(1) Subject to the following provisions of this paragraph, sections 271 to 274 of the 1990 Act (power to extinguish rights of statutory undertakers, etc. and power of statutory undertakers, etc. to remove or re-site apparatus) shall apply in relation to any land acquired under this Order, or which is held by DLRL and is appropriated or used (or about to be used) by it for the purposes of the Order or purposes connected therewith, 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, which provide for the payment of compensation) shall 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 which a supply was given from that apparatus shall be entitled to recover from DLRL compensation in respect of expenditure reasonably incurred by him, 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) shall 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 sub-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,

shall be entitled to recover from DLRL compensation in respect of expenditure reasonably incurred by him, in consequence of the removal, for the purpose of making his drain or sewer communicate with any other public sewer or with a private sewage disposal plant.

(5) The provisions of the 1990 Act mentioned in sub-paragraph (1), as applied by that sub-paragraph, shall not have effect in relation to apparatus as respects which paragraph 2 or Part III of the 1991 Act applies.

(6) In this paragraph—

“public communications provider” has the same meaning as in section 151(1) of the Communications Act 2003⁽²⁾; and

“public utility undertakers” has the same meaning as in the Highways Act 1980⁽³⁾.

Apparatus of statutory undertakers, etc., in stopped up streets

2.—(1) Where a street is stopped up under article 10 of this Order any statutory utility whose apparatus is under, in, upon, over, along or across the street shall have 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) DLRL shall give not less than 28 days' notice in writing of its intention to stop up any street under article 10 of this Order to any statutory utility whose apparatus is under, in, upon, over, along or across that street.

(3) Where notice under sub-paragraph (2) has been given, any statutory utility whose apparatus is under, in, upon, over, along or across the street may where reasonably necessary for the efficient operation of the undertaking of the statutory utility and, if reasonably requested so to do by DLRL, shall—

- (a) remove the apparatus and place it or other apparatus provided in substitution for it in such other position as the statutory 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 such position as aforesaid.

(4) Subject to the following provisions of this paragraph, DLRL shall pay to any statutory utility an amount equal to the cost reasonably incurred by the statutory utility in or in connection with:—

- (a) the execution of 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 relocation works.

(5) If in the course of the execution of relocation works under sub-paragraph (3)—

- (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 except where this has been solely due to using the nearest available type, capacity or dimension; 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 DLRL, or, in default of agreement, is not determined by arbitration to be necessary in consequence of the construction of the authorised works in order to ensure the continued efficient operation of the undertaking of the statutory utility, 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

(2) 2003 c. 21.

(3) 1980 c. 66.

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the case may be, the amount which apart from this sub-paragraph would be payable to the statutory utility by virtue of sub-paragraph (4) shall be reduced by the amount of that excess.

(6) For the purposes of sub-paragraph (5)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus shall not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus except in a case where the apparatus as so extended provides more than an equivalent service; 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 shall be treated as if it also had been agreed or had been so determined.

(7) An amount which apart from this sub-paragraph would be payable to a statutory utility in respect of works by virtue of sub-paragraph (4) (and having regard, where relevant, to sub-paragraph (5)) shall, 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 statutory 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 as calculated in accordance with the Code of Practice entitled “Measures Necessary where Apparatus is Affected by Major Works (Diversionary Works)” and dated June 1992 and approved by the Secretary of State on 30 June, 1992, as revised and re-issued from time to time.

(8) Sub-paragraphs (4) to (7) shall not apply where the authorised works constitute major transport works for the purposes of Part III of the 1991 Act, but instead—

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

(9) The temporary stopping up, alteration or diversion of any highway under article 10 of this Order shall not affect any right of a public communications provider in respect of any apparatus which at the time of the stopping up or diversion is in the highway.

(10) In this paragraph—

“apparatus” has the same meaning as in Part III of the 1991 Act;

“public communications provider” has the same meaning as in paragraph 1(6);

“relocation works” means works executed, or apparatus provided, under sub-paragraph (3); and

“statutory utility” means a statutory undertaker for the purposes of the Highways Act 1980 or a public communications provider as defined in paragraph 1(6).

SCHEDULE 13

Article 42

FOR PROTECTION OF RAILWAY INTERESTS

1. The following provisions of this Schedule shall have effect, unless otherwise agreed in writing between DLRL and Network Rail and, in the case of paragraph 15, any other person on whom rights or obligations are conferred by that paragraph.

2. In this Schedule—

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

“the engineer” means an engineer appointed by Network Rail for the purposes of this Order;

“EWS” mean English Welsh & Scottish Railway Limited and includes its successors from time to time;

“network licence” means the network licence, as the same is amended from time to time, granted to Network Rail (then called Railtrack PLC) by the Secretary of State in exercise of his powers under section 8 of the Railways Act 1993⁽⁴⁾;

“Network Rail” means Network Rail Infrastructure Limited and any associated company of Network Rail Infrastructure Limited 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⁽⁵⁾) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited;

“plans” includes sections, designs, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of railway property;

“railway operational procedures” means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

“railway property” means any railway belonging to Network Rail and—

- (a) any station, land, works, apparatus and equipment belonging to Network Rail and directly related to any such railway; and
- (b) any easement or other property interest held by or for the benefit of Network Rail and directly related to any such railway;

“RES” means Rail Express Systems Limited and includes its successors from time to time;

“South Eastern Trains” means South Eastern Trains Limited or (where the context permits) its successors as station facility owner (as defined in the Railways Act 1993) in relation to Network Rail’s existing station known as Woolwich Arsenal; and

“specified work” means so much of any of the authorised works as is situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property.

3.—(1) Where under this Schedule Network Rail is required to give its consent or approval in respect of any matter, that consent or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures.

(2) In so far as any specified work or the acquisition or use of railway property is or may be subject to railway operational procedures, Network Rail, EWS, RES and South Eastern Trains shall—

- (a) co-operate with DLRL with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and
- (b) use their reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised works pursuant to this Order.

(4) 1993 c. 43.

(5) 1985 c. 6.

4.—(1) DLRL shall not exercise the powers conferred by article 21 or the powers conferred by section 11(3) of the 1965 Act in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.

(2) DLRL shall not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any railway property, unless preventing such access is with the consent of Network Rail.

(3) DLRL shall not exercise the powers conferred by section 271 or 272 of the 1990 Act, as applied by Schedule 12 to this Order, in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

(4) DLRL shall not under the powers conferred by this Order acquire or use or acquire new rights over any railway property except with the consent of Network Rail.

(5) Where Network Rail is asked to give its consent pursuant to this paragraph, such consent shall not be unreasonably withheld but may be given subject to reasonable conditions.

5.—(1) DLRL shall before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work shall not be constructed except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration.

(2) The approval of the engineer under sub-paragraph (1) shall not be unreasonably withheld, and if by the end of the period of 56 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated his disapproval of those plans and the grounds of his disapproval he shall be deemed to have approved the plans as submitted.

(3) If by the end of the period of 56 days beginning with the date on which such plans have been supplied to Network Rail, Network Rail gives notice to DLRL that Network Rail desires itself to construct any part of a specified work 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 Network Rail then, if DLRL desires such part of the specified work to be constructed, Network Rail shall construct it (together with any adjoining part of the specified work which DLRL reasonably requires to be constructed in one operation with that work) with all reasonable dispatch on behalf of and to the reasonable satisfaction of DLRL in accordance with the plans approved or deemed to be approved or settled under this paragraph and under the supervision (where appropriate and if given) of DLRL.

(4) In the event of Network Rail not constructing or completing any part of a specified work pursuant to sub-paragraph (3) with all reasonable dispatch and to the reasonable satisfaction of DLRL in accordance with such programme as may be agreed with DLRL or settled by arbitration, Network Rail shall pay compensation to DLRL for any loss which it may sustain as a result.

(5) When 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 a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation of works, apparatus and equipment necessitated by a specified work), and such protective works as may be reasonably necessary for those purposes shall be constructed by Network Rail or by DLRL, if Network Rail so desires, with all reasonable dispatch and DLRL shall not commence the construction of the specified works until the engineer has notified DLRL that the protective works have been completed to his reasonable satisfaction.

6.—(1) Any specified work shall, when commenced, be constructed—

(a) with all reasonable dispatch in accordance with the plans approved or deemed to have been approved or settled under paragraph 5;

- (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 as is possible to railway property; and
- (d) so far as is reasonably practicable and consistent with the efficient and economic construction and operation of the specified work, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon 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 a specified work, DLRL shall, notwithstanding any such approval, make good such damage and shall pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(2) Nothing in this Schedule shall impose any liability on DLRL with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its servants, contractors or agents.

7. DLRL shall—

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

8. Network Rail shall at all times afford reasonable facilities to DLRL and its agents for access to any works carried out by Network Rail under this Schedule during their construction and shall supply DLRL with such information as it may reasonably require with regard to such works or the method of constructing them.

9.—(1) If any alterations or additions, either permanent or temporary, to railway property are reasonably necessary during the construction of a specified work, or during a period of 12 months after the commencement of regular revenue-earning train operations using the new railways comprised in any specified work, in consequence of the construction of a specified work, and Network Rail gives to DLRL reasonable notice of its intention specifying the alterations or additions to be carried out, DLRL shall pay to Network Rail 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 Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) The engineer shall, in respect of the capitalised sums referred to in this paragraph and paragraph 10(a), provide such details of the formula by which those sums have been calculated as DLRL may reasonably require.

(3) 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 DLRL to Network Rail under this paragraph.

10. DLRL shall repay to Network Rail all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail—

- (a) in constructing any part of a specified work on behalf of DLRL as provided by paragraph 5(3) or in constructing any protective works under the provisions of paragraph 5(5) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works; and
- (b) in respect of the approval by the engineer of plans submitted by DLRL and the supervision by him of the construction of a specified work.

11.—(1) In this paragraph—

“EMI” means, subject to sub-paragraph (2), electromagnetic interference with Network Rail’s apparatus generated by the operation of the authorised works (including the operation of trains using the new railways comprised in the works) where such interference is of a level which adversely affects the safe operation of Network Rail’s apparatus; and

“Network Rail’s apparatus” means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised works) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

(2) This paragraph shall apply to EMI only to the extent that such EMI is not attributable to any change to Network Rail’s apparatus carried out after approval of plans under paragraph 5(1) for the relevant part of the authorised works giving rise to EMI (unless DLRL has been given notice in writing before the approval of those plans of the intention to make such change).

(3) Subject to sub-paragraph (5), DLRL shall in the design and construction of the authorised works take all measures necessary to prevent EMI and shall establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(4) In order to facilitate DLRL’s compliance with sub-paragraph (3)—

- (a) DLRL shall consult with Network Rail as early as reasonably practicable to identify all Network Rail’s apparatus which may be at risk of EMI, and thereafter shall continue to consult with Network Rail (both before and after formal submission of plans under paragraph 5(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;
- (b) Network Rail shall make available to DLRL all information in Network Rail’s possession reasonably requested by DLRL in respect of Network Rail’s apparatus identified pursuant to sub-paragraph (a); and
- (c) Network Rail shall allow DLRL reasonable facilities for the inspection of Network Rail’s apparatus identified pursuant to sub-paragraph (a).

(5) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail’s apparatus, Network Rail shall not withhold its consent unreasonably to modifications of Network Rail’s apparatus, but the means of prevention and the method of their execution shall be selected in Network Rail’s reasonable discretion, and in relation to such modifications paragraph 5(1) shall have effect subject to this sub-paragraph.

(6) If at any time prior to the commencement of regular revenue-earning train operations on the new railways comprised in the authorised works and notwithstanding any measures adopted pursuant to sub-paragraph (3), the testing or commissioning of the authorised works causes EMI then DLRL shall immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) DLRL’s apparatus causing such EMI until all measures necessary have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to Network Rail’s apparatus.

(7) In the event of EMI having occurred—

- (a) DLRL shall afford reasonable facilities to Network Rail for access to DLRL’s apparatus in the investigation of such EMI;
- (b) Network Rail shall afford reasonable facilities to DLRL for access to Network Rail’s apparatus in the investigation of such EMI; and

- (c) Network Rail shall make available to DLRL any additional material information in its possession reasonably requested by DLRL in respect of Network Rail's apparatus or such EMI.
- (8) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraph (5) or (6)—
- (a) Network Rail shall allow DLRL reasonable facilities for the inspection of the relevant part of Network Rail's apparatus;
 - (b) any modifications to Network Rail's apparatus approved pursuant to those sub-paragraphs shall be carried out and completed by DLRL in accordance with paragraph 6.
- (9) To the extent that it would not otherwise do so, the indemnity in paragraph 15(1) shall apply to the costs and expenses reasonably incurred or losses suffered by Network Rail through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub-paragraph (6) applies.
- (10) For the purpose of paragraph 10(a) any modifications to Network Rail's apparatus under this paragraph shall be deemed to be protective works referred to in that paragraph.
- (11) In relation to any dispute arising under this paragraph the reference in article 55 to the Institution of Civil Engineers shall be read as a reference to the Institution of Electrical Engineers.
- 12.** If at any time after the completion of a specified work, not being a work vested in Network Rail, Network Rail gives notice to DLRL informing it that the state of maintenance of the specified work appears to be such as adversely affects the operation of railway property, DLRL shall, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as not adversely to affect railway property.
- 13.** DLRL shall not provide any illumination or illuminated sign or signal on or in connection with a specified work in the vicinity of any railway belonging to Network Rail unless it shall have first consulted Network Rail and it shall comply with Network Rail's reasonable requirements for preventing confusion between such illumination or illuminated sign or signal and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.
- 14.** Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work shall, provided that 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to DLRL, be repaid by DLRL to Network Rail.
- 15.—(1)** DLRL shall pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Schedule which may be occasioned to or reasonably incurred by Network Rail—
- (a) by reason of the construction or maintenance of a specified work or the failure thereof; or
 - (b) by reason of any act or omission of DLRL or of any person in its employ or of its contractors or others whilst engaged upon a specified work;

and DLRL shall indemnify Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission; and the fact that any act or thing may have been done by Network Rail on behalf of DLRL 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 Network Rail or of any person in its employ or of its contractors or agents) excuse DLRL from any liability under the provisions of this sub-paragraph.

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(2) Network Rail shall give DLRL reasonable notice of any such claim or demand and no settlement or compromise of such a claim or demand shall be made without the prior consent of DLRL.

(3) The sums payable by DLRL under sub-paragraph (1) shall include a sum equivalent to the relevant costs.

(4) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail shall promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.

(5) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs shall, in the event of default, be enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (4).

(6) In this paragraph—

“the 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 the use of Network Rail’s railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in sub-paragraph (1); and

“train operator” means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.

16. Network Rail shall, on receipt of a request from DLRL, from time to time provide DLRL free of charge with written estimates of the costs, charges, expenses and other liabilities for which DLRL is or will become liable under this Schedule (including the amount of the relevant costs mentioned in paragraph 15) and with such information as may reasonably enable DLRL to assess the reasonableness of any such estimate or claim made or to be made pursuant to this Schedule (including any claim relating to those relevant costs).

17. In the assessment of any sums payable to Network Rail under this Schedule there shall not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by DLRL under this Schedule or increasing the sums so payable.

18. DLRL and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer to DLRL of—

- (a) any railway property shown on the deposited 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 Network Rail relating to any railway property.

SCHEDULE 14

Article 43

FOR PROTECTION OF THE LONDON BOROUGHS OF NEWHAM AND GREENWICH

1.—(1) The following provisions of this Schedule shall, unless otherwise agreed in writing between DLRL and the appropriate Council have effect.

(2) In this Schedule—

“the appropriate Council” means—

- (i) the Council of the London Borough of Newham, in relation to any authorised work constructed in the area of that council; or
- (ii) the Council of the London Borough of Greenwich, in relation to any authorised work constructed in the area of that council;

“highway” means a street vested in or maintainable by the appropriate Council; and

“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.

2. Before commencing to construct any scheduled work DLRL shall consult the appropriate Council about—

- (a) the programme for the construction of that work so as to secure, so far as may be reasonably practicable, that the duration of any disturbance occasioned by, or in connection with, such construction shall be reduced to a minimum; and
- (b) the land within the Order limits to be occupied and used by DLRL as temporary working sites for the purpose of such construction, the period for which and the manner in which each site shall be used and the steps to be taken by DLRL in order to mitigate any injury to amenity.

3. DLRL shall consult the appropriate Council as to—

- (a) the routes in the appropriate Council’s area proposed to be used by vehicles, machinery and plant, passing to or from any works under construction; and
- (b) the proposed manner and method of disposing of any soil or waste material resulting from the carrying out of any operation in connection with the authorised works;

and such soil or waste material shall not be disposed of by DLRL in the appropriate Council’s area in any manner as shall be objected to in writing by the appropriate Council.

4. Before commencing to construct any authorised work which will involve highway operations, DLRL shall consult the appropriate Council as to the time when that work will be commenced, as to the extent of the surface of the highway which it may be reasonably necessary for DLRL to occupy in the construction of that work, and as to the conditions under which that work shall be constructed so as not to cause so far as possible inconvenience to the public and to ensure the safety of the public.

5. Any such highway shall be reinstated by DLRL in a manner reasonably approved by the appropriate Council and to its reasonable satisfaction.

6. DLRL shall not, except with the consent of the appropriate Council, deposit any soil, subsoil or materials or stand any vehicle or plant on any highway (except on so much thereof as is for the time being temporarily stopped up or occupied under the powers of this Order) so as to obstruct the use of such highway by any person or, except with the like consent, deposit any soil, subsoil or materials on any highway except within a hoarding.

7. Except in an emergency or where reasonably necessary to secure the safety of the public no direction or instruction shall be given by the appropriate Council to the contractors, servants or agents of DLRL regarding any highway operations without the prior consent in writing of DLRL; but the appropriate Council 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 paragraph.

8. DLRL shall, if reasonably so required by the appropriate Council, provide and maintain during such time as DLRL 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.

9. DLRL shall indemnify the appropriate Council against any claim which may arise as a result of any subsidence of, or damage to, any highway or any retained 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 appropriate Council on or under any highway, or maintainable by them, which may be caused by, or in consequence of, any act or default of DLRL, its contractors, servants or agents but the appropriate Council shall give to DLRL reasonable notice of any such claim and no settlement or compromise of it shall be made without DLRL's prior consent.

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

11. Unless otherwise agreed between the parties any difference arising between DLRL and the appropriate Council under this Schedule (other than a difference as to its meaning or construction) shall be determined by arbitration in accordance with article 55.

SCHEDULE 15

Article 44

FOR PROTECTION OF THE ENVIRONMENT AGENCY

1. For the protection of the Environment Agency (in this Schedule referred to as "the Agency") the provisions of this Schedule shall, unless otherwise agreed in writing between DLRL and the Agency, have effect.

2. In this Schedule—

"construction" includes execution, placing, altering, replacing, relaying and, in relation to temporary works, removal; and "construct" and "constructed" shall be construed accordingly; "damage" includes scouring, erosion and environmental damage and "damaged" shall be construed accordingly;

"drainage work" means any watercourse and includes any land used for providing flood storage capacity for any watercourse, and land shown on indicative floodplain maps published by the Agency from time to time as being available to provide flood storage capacity for any watercourse, and any bank, wall, embankment or other structure or 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, habitat or food of such fish;

"plans" includes sections, drawings, specifications and method statements;

"specified work" means so much of any work or operation authorised by this Order (other than works required in an emergency) 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 flow of water in or flowing to or from any drainage work;

(6) S.I.1994/1519.

- (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; or
- (d) affect the conservation, distribution or use of water resources;

“the Thames inlet” means the inlet of the River Thames within the land numbered 92 and 107 on the deposited plans; and

“watercourse” includes all rivers, streams, ditches, drains, cuts, culverts, dykes, sluices, sewers (other than public sewers within the meaning of the Water Industry Act 1991)(7) and passages through which water flows (whether or not the flow is intermittent).

3.—(1) Before beginning to construct any specified work and again at the written request of the Agency following its completion, DLRL shall at its own expense and to the reasonable satisfaction of the Agency, conduct a survey of the condition of the river wall on each side of the River Thames so far as situated within 30 metres in each direction of the outermost extremity of that work or, in the case of Work No. 5, within 75 metres in each direction of the outermost extremity of that work and submit a report on their condition to the Agency.

(2) DLRL’s obligations under sub-paragraph (1) in relation to the north side of the River Thames shall be subject to DLRL obtaining all necessary consents and permissions to carry out the surveys, which it shall use all reasonable endeavours to obtain.

(3) If any defects are identified in the initial survey conducted pursuant to sub-paragraph (1), being defects which may be affected by the construction of the specified works, DLRL shall monitor the defects not less than once every four weeks, where tides permit, during the construction of the specified works in accordance with such reasonable requirements as the Agency may specify or, if the Agency reasonably requires having regard to the results of any such monitoring, at such lesser intervals as the Agency may specify.

(4) In addition to the survey and monitoring work carried out under sub-paragraphs (1) and (3), DLRL shall install and maintain monitoring equipment and carry out monitoring of drainage work structures to the reasonable satisfaction of the Agency for movement, including settlement, in all areas likely to be affected by any specified work. DLRL shall continue monitoring until such time as the Agency gives its written consent that the monitoring may cease, such consent not to be unreasonably withheld. For the purpose of monitoring settlement, DLRL shall establish survey pins in drainage work structures whose structural integrity may be at risk due to settlement from the construction of Work No. 1 or 5.

(5) DLRL shall immediately notify the Agency should the results of the monitoring indicate any of the following—

- (a) settlement of 5 mm or more between consecutive readings;
- (b) angular distortion in excess of 1/2,500;
- (c) total settlement of any part of a drainage work in excess of 20 mm; or
- (d) movement of defects in a drainage work such that damage greater than Degree 2 as specified in the Building Research Establishment Report No. CP 51/78(8) can be expected.

(6) Before beginning to construct any specified work above the surface of the bed of the River Thames and thereafter at two weekly intervals until its completion, or at such greater intervals as the Agency may agree (such agreement not to be unreasonably withheld) for the period following the completion of its foundation works, DLRL shall at its own expense and to the reasonable satisfaction

(7) 1991 c. 56.

(8) This report is entitled Soil Sampling, 9th International Conference on Soil Mechanics and Foundation Engineering. Speciality Session 2. Papers and Discussions. Behaviour of Foundations and Structures by J. B. Burland et al Vol. 9th 1977. Shelfmark 8404.907. British Library.

of the Agency survey the levels of the foreshore within the Thames inlet and within 50 metres to the west and east of the Thames inlet at points agreed by the Agency, such agreement not to be unreasonably withheld, and submit a report on those levels to the Agency.

(7) If, during the construction of any specified work, any defects in the river wall deteriorate DLRL shall immediately cease the construction of those of the authorised works causing, or likely to be causing that deterioration, unless to do so could cause the defects to deteriorate further, and not re-commence the construction otherwise than in accordance with such reasonable requirements as shall be specified by the Agency as soon as reasonably practicable after it has been notified of the deterioration, which may include changes to working methods and the completion of mitigation works.

(8) The Agency will supply to DLRL within 28 days of any request (whenever made) copies of all plans, drawings, records and calculations relating to the manner of construction and condition of the river walls on each side of the River Thames that the Agency has in its possession or under its control.

(9) In exercising the powers of articles 15 and 30 in relation to the River Thames DLRL will not moor against the river wall on the south side of the River Thames, or on the foreshore adjacent to that wall more than two barges at any one time without the Agency's consent.

4.—(1) Before beginning to construct any specified work, DLRL shall submit to the Agency plans of the work and such further particulars available to it as the Agency may reasonably require.

(2) Any such specified work shall not be constructed except in accordance with such plans as may be approved in writing by the Agency, or settled in accordance with paragraph 12 and, where applicable, in accordance with any requirements specified under paragraph 3(7).

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

- (a) shall not be unreasonably withheld;
- (b) shall be deemed to have been given if it is neither given nor refused within 2 months of the submission of plans for approval in writing 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 impose for the protection of any drainage work or the fishery or water resources, for the prevention of flooding or water pollution and in the discharge of its environmental and recreational duties.

(4) No part of Work No 5. may be constructed above the surface of the bed of the River Thames without the Agency's consent.

5. Without prejudice to the generality of paragraph 4, the requirements which the Agency may impose under that paragraph include conditions requiring DLRL 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 to safeguard any drainage work against damage or 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.

6.—(1) Any specified work, and all protective works required by the Agency under paragraph 4, shall be constructed to the reasonable satisfaction of the Agency and the Agency shall be entitled by its officer to watch and inspect the construction of such works.

(2) DLRL shall 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 brought into use.

(3) If any part of the works comprising a structure in, over, under or within 16 metres of a drainage work is constructed otherwise than in accordance with the requirements of this Schedule, the Agency may by notice in writing require DLRL, at DLRL's own expense, to comply with the requirements of this Schedule or (if DLRL so elects and the Agency in writing consents, such consent not to be unreasonably withheld) 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), if within a reasonable period, being not less than 28 days from the date when notice under sub-paragraph (3) is served upon DLRL, it has failed to begin taking steps to comply with the requirements of the notice and thereafter 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 shall be recoverable from DLRL.

(5) In the event of any dispute as to whether sub-paragraph (3) is applicable to any work in respect of which a notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the Agency shall not except in an emergency exercise the powers conferred by sub-paragraph (4) until the dispute has been determined.

7.—(1) 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 work is otherwise damaged, such impairment or damage shall be made good by DLRL to the reasonable satisfaction of the Agency and, if DLRL fails to do so, the Agency may make good the same and recover from DLRL the expense reasonably incurred by it in so doing.

(2) Subject to the provisions of this Schedule and except to the extent that the Agency or any other person is liable to maintain any drainage work and is not precluded by the exercise of the powers of this Order from doing so, DLRL shall from the commencement of the construction of the specified works until their completion 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 DLRL for the purposes of or in connection with the specified works, whether or not the drainage work is to be constructed under the powers of this Order or is already in existence.

(3) In so far as any drainage work mentioned in sub-paragraph (2) has been the subject of a survey conducted under paragraph 3(1) then it shall be maintained pursuant to sub-paragraph (2) to the same standard of repair and condition as that survey showed it to be in before commencement of the specified work concerned.

(4) If any such work which DLRL is liable to maintain pursuant to sub-paragraph (2) is not maintained to the reasonable satisfaction of the Agency, the Agency may by notice in writing require DLRL to repair and restore the work, or any part thereof, or (if DLRL so elects and the Agency consents in writing, such consent not to be unreasonably withheld), to remove the work and restore the site (including any sea defences) to its former condition, to such extent and within such limits as the Agency reasonably requires.

(5) If, within a reasonable period being not less than 28 days beginning with the date on which a notice in respect of any work is served on DLRL under sub-paragraph (4), DLRL has failed to begin to take steps to comply with the reasonable requirements of the notice or has not thereafter made reasonably expeditious progress towards repairing and restoring the work or removing the work and restoring the site, as the case may be, the Agency may do anything reasonably necessary to ensure compliance with the notice and may recover from DLRL any expenditure reasonably incurred by it in so doing.

(6) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (4) the Agency shall not, except in a case of an emergency, exercise the powers of sub-paragraph (5) until the dispute has been determined.

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(7) If any maintenance of a drainage work carried out by DLRL pursuant to sub-paragraph (2) is not required as a result of, or is not attributable to the construction of the specified works, then DLRL may recover the expenditure reasonably incurred by it in maintaining the drainage work from the person who is ordinarily liable to maintain that work.

(8) In the event that the Agency recovers from DLRL any expenditure for work carried out by it under sub-paragraph (5) in respect of maintenance that is not required as a result of, or is not attributable to the construction of the specified works, then DLRL may in turn recover from the person who is ordinarily liable to maintain the drainage work so much of that expenditure as that person would ordinarily have incurred in maintaining the work.

8.—(1) Without prejudice to the other provisions of this Schedule, DLRL shall take all such measures as may be reasonably practicable to prevent any interruption to 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 DLRL 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) 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 the fishery, DLRL fails to take such steps as are described in sub-paragraph (2), the Agency may take those steps and may recover from DLRL the expense reasonably incurred by it in doing so.

(4) 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 DLRL the reasonable cost of so doing provided that a notice specifying those steps is served on DLRL as soon as is reasonably practicable after the Agency has taken, or begun to take, the steps specified in the notice.

9. DLRL shall 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 and reports under this Schedule; and
- (b) in the inspection of the construction of the specified works or any protective works required by the Agency under this Schedule.

10.—(1) Without prejudice to the other provisions of this Schedule, DLRL shall indemnify the Agency from all claims, demands, proceedings, costs, damages or expenses or loss which may be made or taken against, or 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 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 groundwater;

which is caused by the construction of any of the works or any act or omission of DLRL, its contractors, agents, or employees whilst engaged upon any such work.

(2) The Agency shall give DLRL reasonable notice of any such claim or demand and no settlement or compromise thereof shall be made without the agreement of DLRL, which agreement shall not be unreasonably withheld.

11.—(1) The fact that any work or thing has been executed or done 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 by an arbitrator, shall not relieve DLRL from any liability under the provisions of this Schedule.

(2) Sub-paragraph (1) shall not apply to the extent that such liability arises from a failure by the Agency properly to perform its functions.

12.—(1) Unless the parties agree to arbitration under article 55, any difference arising between DLRL and the Agency under paragraph 4 shall be settled 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 DLRL or the Agency after notice by one to the other.

(2) Where a reference is made under sub-paragraph (1), DLRL and the Agency shall pay such of the reasonable costs of the Secretary of State for Environment, Food and Rural Affairs and the Secretary of State for Transport incurred in the determination of that reference as the Secretary of State for Environment, Food and Rural Affairs and the Secretary of State for Transport jointly shall direct.

(3) Subject to sub-paragraph (1), any difference arising between DLRL and the Agency under this Schedule (other than a difference as to its meaning or construction) shall be resolved by an arbitrator under article 55.

SCHEDULE 16

Article 45

FOR PROTECTION OF SPECIFIED UNDERTAKERS

Interpretation

1. In this Schedule—

“apparatus” means—

- (a) in the case of a specified undertaker which is an electricity undertaker, electric lines or electrical plant (as defined in the Electricity Act 1989⁽⁹⁾) belonging to, or maintained by, that undertaker;
- (b) in the case of a specified undertaker which is a gas undertaker, mains, pipes or other apparatus belonging to, or maintained by, a public gas transporter for the purposes of the transportation and storage of gas;
- (c) in the case of a specified undertaker which is a water undertaker, 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 specified undertaker which is a sewerage undertaker,
 - (i) any drain or works vested in the undertaker under the Water Industry Act 1991⁽¹⁰⁾; and

⁽⁹⁾ 1989 c. 29.

⁽¹⁰⁾ 1991 c. 56.

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- (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of that Act or an agreement to adopt made under section 104; 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 for the lodging therein of apparatus or for giving access to such apparatus;

“construction” includes execution, placing, altering, replacing, relaying and removal and, in its application to works which include or comprise any operation, means the carrying out of that operation;

“emergency works” has the same meaning as in section 52 of the 1991 Act;

“in”, in a context referring to apparatus in land, includes under, over, across, along or upon land;

“necessary alternative apparatus” means alternative apparatus adequate to enable a specified undertaker to fulfil its statutory or licensed functions in a manner no less efficient than previously;

“plans” includes sections, specifications and method statements;

“specified work” means any of the authorised works which—

- (a) will or may be situated over, or within 15 metres measured in any direction of, or may in any way adversely affect, any apparatus; or
- (b) wherever situated, imposes any load upon any sewer;

the removal of which has not been required under paragraph 8; and

“specified undertaker” means—

- (a) London Electricity Group plc (company registration number 2366852), whose registered office is Templar House, 81-87 High Holborn, London WC1V 6NU;
- (b) S + S Limited (company registration number SC 214382), whose registered office is Inveralmond House, 200 Dunkeld Road, Perth PH1 3AQ; and
- (c) Transco plc, whose registered office is 1-3 Strand, London WC2N 5EH,

or any person succeeding any such company as a licence holder within the meaning of Part I of the Electricity Act 1989, a public gas transporter within the meaning of Part I of the Gas Act 1986⁽¹¹⁾, a water undertaker within the meaning of the Water Industry Act 1991 or as a sewerage undertaker within the meaning of Part I of that Act, and “the specified undertaker” in relation to any apparatus means the specified undertaker to whom the apparatus belongs or by whom it is maintained.

Application of Schedule 12

2. Paragraphs 1(1) and 2 of Schedule 12 to this Order shall not apply in relation to a specified undertaker and paragraphs 1(3) and 1(4) of that Schedule shall have effect as if they referred to apparatus removed under this Schedule.

Apparatus in stopped up streets

3. Where any street is stopped up under article 10 of this Order, any specified undertaker whose apparatus is in the street shall have the same powers and rights in respect of that apparatus as it enjoyed immediately before the stopping up, but nothing in this paragraph shall affect any right of

(11) 1986 c. 44.

DLRL or of the specified undertaker to require the removal of that apparatus under paragraph 8 or the power of DLRL to carry out works under paragraphs 20 to 29.

4. DLRL shall give not less than 28 days' notice in writing of its intention to stop up any street under article 10 of this Order to any specified undertaker whose apparatus is in that street.

On-street apparatus

5. This Schedule shall not apply to anything done or proposed to be done in relation to or affecting any apparatus in so far as the relations between DLRL and the specified undertaker are regulated by the provisions of Part III of the 1991 Act.

Acquisition of land

6. DLRL shall not acquire any apparatus from a specified undertaker pursuant to this Order otherwise than by agreement.

7. DLRL may in exercise of the powers of this Order acquire or appropriate any land in which any apparatus is placed and, following the removal of such apparatus in accordance with the provisions of this Schedule, any rights in that land relating to that apparatus shall be extinguished but no apparatus shall be removed nor shall any right of the specified undertaker to use, maintain or renew any apparatus be extinguished until any necessary alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the specified undertaker.

Removal of apparatus

8. Paragraphs 9 to 12 apply where—

- (a) DLRL requires the removal of any apparatus for the purpose of constructing any of the authorised works and gives to the specified undertaker not less than 56 days' written notice of that requirement together with a plan of the proposed work and of the proposed position of the alternative apparatus to be provided or constructed; or
- (b) in consequence of the exercise or proposed exercise of any of the powers of this Order, the specified undertaker reasonably requires to remove any apparatus.

9. DLRL shall, if it is practicable to do so, afford to the specified undertaker the necessary rights and facilities for the construction of any necessary alternative apparatus in other land which is available for the purpose and which is held or used, or intended for use, by DLRL for the purpose of its undertaking or in which it has sufficient rights or interests and thereafter for the use, maintenance and renewal of such apparatus and, if DLRL is unable to obtain those rights and facilities, the specified undertaker shall, on receipt of a written notice to that effect from DLRL, use its best endeavours to obtain the necessary rights and facilities.

10. The obligation imposed upon the specified undertaker by paragraph 9 shall not extend to the exercise by the specified undertaker of any power to acquire any land or rights in land by compulsory purchase order.

11. Any alternative apparatus to be constructed by the specified undertaker pursuant to paragraph 9 shall be constructed in such manner, and in such line or situation, as may be agreed between the specified undertaker and DLRL or, in default of agreement, determined by arbitration.

12. The specified undertaker shall, after the manner of construction and the line or situation of any necessary alternative apparatus have been agreed or determined and after the grant to or obtaining by the specified undertaker of any such facilities and rights as are referred to in paragraph 9, proceed with all reasonable despatch to construct and bring into operation the alternative apparatus and thereafter to remove any apparatus required by DLRL to be removed in accordance with paragraph 8.

Status: This is the original version (as it was originally made).

Removal of apparatus and construction of alternative apparatus by DLRL

13. Paragraphs 14 to 16 apply to so much of the work necessary in connection with the construction of alternative apparatus, or the removal of apparatus required to be removed, as will take place in any land held or used, or intended for use, by DLRL for the purpose of its undertaking.

14. If DLRL gives notice in writing to the specified undertaker that it desires to carry out any part of any work to which this paragraph applies, such work, instead of being carried out by the specified undertaker, may be carried out by DLRL with the prior written consent of the specified undertaker (which shall not be unreasonably withheld and shall be subject to any such conditions as are reasonable and proper to protect the apparatus) in accordance with plans and in a position agreed between the specified undertaker and DLRL or, in default of agreement, determined by arbitration, with all reasonable despatch under the superintendence (if given) and to the reasonable satisfaction of the specified undertaker.

15. In carrying out any work under paragraph 14 DLRL shall comply with all statutory obligations which would have been applicable had the works been carried out by the specified undertaker.

16. Nothing in paragraph 14 shall authorise DLRL to carry out the actual placing, erection, installation, bedding, packing, removal, connection or disconnection of any apparatus or, where the apparatus is laid in a trench, execute any filling around the apparatus within 600 millimetres (measured in any direction) of the apparatus.

Facilities and rights for alternative apparatus

17. Where, in accordance with the provisions of this Schedule, DLRL affords to the specified undertaker facilities and rights for the construction, use, maintenance and renewal in land of DLRL of alternative apparatus in substitution for apparatus to be removed as aforesaid, those facilities and rights shall be granted upon such terms and conditions as may be agreed between DLRL and the specified undertaker or, in default of agreement, determined by arbitration.

18. In determining the terms and conditions mentioned in paragraph 17 in respect of alternative apparatus to be constructed across or along the authorised works the arbitrator shall—

- (a) give effect to all reasonable requirements of DLRL for ensuring the safety of the authorised works and for securing any subsequent alterations or adaptations of the alternative apparatus which may be required to prevent interference with any such works; and
- (b) so far as it may be reasonable and practicable to do so in the circumstances of the case, give effect to any terms and conditions applicable to the apparatus (if any) constructed across or along the authorised works for which the alternative apparatus is to be substituted and to any other reasonable requirements of the specified undertaker.

19. If the facilities and rights to be afforded by DLRL in respect of any alternative apparatus under paragraph 17 and the terms and conditions subject to which the same are to be granted are, in the opinion of the arbitrator, more or less favourable on the whole to the specified undertaker than the facilities, rights, terms and conditions applying to the apparatus to be removed, the arbitrator shall make such provision for the payment of compensation to or by DLRL by or to the specified undertaker in respect thereof as shall appear to him to be reasonable having regard to all the circumstances of the case.

Retained apparatus: protection and plan approval

20. Not less than 56 days before commencing to construct or renew any specified work, DLRL shall submit to the specified undertaker plans of the works.

21. In relation to a work which is a specified work because of its proximity to or effect on a sewer, the plans to be submitted to the specified undertaker under paragraph 20 shall be detailed plans describing—

- (a) the exact position of the specified work;
- (b) the level at which it is proposed to be constructed or renewed;
- (c) the manner of its construction or renewal;
- (d) the position of all sewers within 15 metres of the specified work or upon which the specified work will impose a load; and
- (e) by way of detailed drawings, every alteration proposed to be made to any such sewer.

22. DLRL shall not commence the construction or renewal of any specified work to which paragraph 21 applies until the specified undertaker has given written approval of the plans so submitted.

23. Any approval of the specified undertaker required under paragraph 22—

- (a) may be given subject to reasonable conditions for any purpose mentioned in paragraph 24;
- (b) shall not be unreasonably withheld; and
- (c) shall be deemed to have been given if it is neither given nor refused within 56 days of the submission of plans for approval.

24. In relation to a work to which paragraph 21 applies, the specified undertaker may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its sewerage system against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any sewer.

25. A specified work shall be constructed (and in the case of any temporary work removed) only in accordance with—

- (a) the plans submitted as aforesaid (and, in the case of plans relating to sewers approved, deemed to have been approved or settled by arbitration, as amended from time to time by agreement between DLRL and the specified undertaker); and
- (b) all reasonable requirements made by the specified undertaker for the alteration, or otherwise for the protection, of the apparatus, or for securing access thereto;

and the specified undertaker shall be entitled by its officer to watch and inspect the carrying out of the work.

26. If within 42 days after the submission to it of any plans under paragraph 20, in consequence of the works proposed by DLRL the specified undertaker reasonably requires the removal of any apparatus and gives written notice to DLRL of that requirement, the foregoing provisions of this Schedule shall have effect as if the removal of such apparatus had been required by the specified undertaker under paragraph 8.

27. Nothing in paragraphs 20 or 26 shall preclude DLRL from submitting at any time, or from time to time, but in no case less than 28 days before commencing the construction of any specified work, a new plan thereof in lieu of the plan previously submitted, and thereupon the provisions of those paragraphs shall apply to, and in respect of, such new plan save that the reference in paragraph 26 to 42 days shall be treated as a reference to 21 days.

28. DLRL shall not be required to comply with paragraph 20 in a case where it is necessary to carry out emergency works but, in such a case, it shall give to the specified undertaker notice so soon as reasonably practicable, and a plan of the works so soon as reasonably practicable thereafter, and shall comply with paragraph 25 so far as reasonably practicable in the circumstances.

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29. Nothing in paragraph 28 shall entitle DLRL to carry out works to any apparatus but, upon receipt of notice from DLRL, the specified undertaker shall proceed to carry out such works as may be required with all reasonable despatch.

Co-operation

30. Where in consequence of the proposed construction of any of the authorised works, DLRL or a specified undertaker requires the removal of apparatus under paragraph 8 or a specified undertaker makes requirements for the protection or alteration of apparatus under paragraph 25, DLRL shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised works and each specified undertaker shall use its best endeavours to co-operate with DLRL for that purpose.

Access

31. If in consequence of the exercise of the powers of this Order the access to any apparatus is materially obstructed DLRL shall provide such alternative means of access to such apparatus as will enable the specified undertaker to maintain or use the apparatus no less effectively than was possible before such obstruction.

Expenses

32. Subject to the provisions of the following paragraphs of this Schedule, DLRL shall repay to the specified undertaker the reasonable expenses incurred by the specified undertaker in, or in connection with—

- (a) the inspection, removal and relaying or replacing, alteration or protection of any apparatus or the construction of any new apparatus under any provision of this Schedule (including any costs reasonably incurred or compensation properly paid in connection with the acquisition of rights or exercise of statutory powers for such apparatus);
- (b) the cutting off of any apparatus from any other apparatus, or the making safe of any redundant apparatus in consequence of the exercise by DLRL of any power under this Order;
- (c) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the exercise by DLRL of any power under this Order; and
- (d) any other work or thing rendered reasonably necessary in consequence of the exercise by DLRL of any such power;

within a reasonable time of being notified by the specified undertaker that it has incurred such expenses.

33. There shall be deducted from any sum payable under paragraph 32 the value of any apparatus removed under the provisions of this Schedule, that value being calculated after removal.

34. If in pursuance of the provisions of this Schedule—

- (a) alternative apparatus of better type, or greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions, except where this has been solely due to using the nearest currently available type; or
- (b) apparatus (whether existing apparatus or alternative apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated;

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 DLRL or, in default of agreement, is not determined by arbitration to be necessary having regard, inter alia, to the nature of the authorised works, then, if such placing involves cost in the construction of the works under paragraphs 9 to 12 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 specified undertaker by virtue of paragraph 32 shall be reduced by the amount of that excess.

35. For the purposes of paragraph 34—

- (a) an extension of apparatus to a length greater than the length of existing apparatus shall not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus except in a case where the apparatus as so extended serves a purpose (either additional to or instead of that served by the existing apparatus) which was not served by the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole shall be treated as if it also had been agreed or had been so determined.

36. An amount which apart from this paragraph would be payable to the specified undertaker in respect of works by virtue of paragraphs 32 to 35 shall, 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 specified undertaker any financial benefit by deferment of the time for renewal of the apparatus or of the system of which it forms part in the ordinary course, be reduced by the amount which represents that benefit as calculated in accordance with the Code of Practice entitled “Measures Necessary where Apparatus is Affected by Major Works (Diversionary Works)” and dated June 1992 and approved by the Secretary of State on 30th June 1992, as revised and re-issued from time to time.

37. In any case where work is carried out by DLRL pursuant to paragraphs 14 to 16 and, if such work had been carried out by the specified undertaker, the repayment made to the specified undertaker under paragraph 32 would fall to be reduced pursuant to paragraphs 34 to 36, the specified undertaker shall pay to DLRL such sum as represents the amount of that reduction.

Indemnity

38. If, by reason or in consequence of the construction, maintenance or failure of any of the authorised works, including any works carried out by DLRL pursuant to paragraph 14 or protective works required by a condition imposed under paragraph 23(a) or required under paragraph 25(b), or any subsidence resulting from any of those works, any damage shall be 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 other property of the specified undertaker, or there is any interruption in any service provided by the specified undertaker, DLRL shall repay the cost reasonably incurred by the specified undertaker in making good such damage, or restoring the supply, and shall—

- (a) make reasonable compensation to the specified undertaker for any loss sustained by it; and
- (b) indemnify the specified undertaker against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from, or incurred by, the specified undertaker;

by reason or in consequence of any such damage or interruption; and the fact that any act or thing may have been done by the specified undertaker on behalf of DLRL or in accordance with plans approved by the specified undertaker or in accordance with any requirement of the specified undertaker or under its supervision shall not, subject to paragraph 39, excuse DLRL from any liability under the provisions of this paragraph.

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39. Nothing in paragraph 38 shall impose any liability on DLRL with respect to any damage or interruption to the extent that such damage or interruption is attributable to the neglect or default of the specified undertaker, its officers, servants, contractors or other agents.

40. The specified undertaker shall give to DLRL reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of DLRL which shall not be unreasonably withheld.

Exercise of safeguarding and survey powers

41. DLRL shall, so far as is reasonably practicable, so exercise the powers conferred by article 19 of this Order as not to obstruct or render less convenient the access to any apparatus.

42. DLRL shall not, in the exercise of the powers of section 11(3) of the 1965 Act, as applied by this Order, or of article 21 of this Order, make any trial holes which interfere with any apparatus without the consent of the specified undertaker (which shall not be unreasonably withheld).

Arbitration

43. Any difference arising between DLRL and a specified undertaker under this Schedule (other than a difference as to its meaning or construction) shall be determined by arbitration in the manner provided by article 55 of this Order and in determining any difference under this Schedule the arbitrator may, if he thinks fit, require DLRL to execute any temporary or other works so as to avoid, so far as may be reasonably possible, interference with the use of any apparatus.

Transfer of powers

44. DLRL shall give notice to every specified undertaker if any of the powers of DLRL under this Order are transferred to another person in accordance with article 48 of this Order and any such notice shall be given within 14 days of any such transfer becoming effective and shall describe or give (as appropriate)—

- (a) the nature of the functions to be transferred;
- (b) the extent of that transfer;
- (c) the geographical area to which the transfer relates;
- (d) the name and address of the transferee; and
- (e) the effective date of the transfer.

45. The obligation to give notice under paragraph 44 to a successor in title to a specified undertaker named in paragraph 1 shall only apply to the extent that DLRL has been informed by notice in writing by that named undertaker, or by a successor in title to that named undertaker, as the case may be, of the name and address of that successor in title.

Notices

46. Any notice in writing to be given by DLRL to a specified undertaker under this Schedule shall be deemed effectively given if sent by recorded delivery or by registered letter addressed to the registered office of that specified undertaker.

SCHEDULE 17

Article 46

FOR PROTECTION OF NAVIGATION INTERESTS

PART 1

GENERAL

1. In this Part of this Schedule—

“construction” includes execution, placing, alteration, replacement and reconstruction and “constructed” has a corresponding meaning; and

“Trinity House” means the Corporation of Trinity House of Deptford Strond.

Lights, etc., during tidal works

2.—(1) DLRL shall—

(a) during the whole time of the construction of a tidal work, exhibit every night from sunset to sunrise at or near the work any such lights, and

(b) take such other steps for the prevention of danger to navigation from the construction of a tidal work,

as Trinity House may from time to time reasonably direct.

(2) If DLRL fails to comply in any respect with a direction given under this paragraph it shall be guilty of an offence.

Damage, etc., to tidal works

3.—(1) In case of damage to or destruction or decay of a tidal work, or any part of a tidal work, during construction of the authorised works, DLRL shall as soon as reasonably practicable—

(a) give notice to Trinity House, and

(b) lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as Trinity House may reasonably direct.

(2) If DLRL fails to notify Trinity House as required by this paragraph or to comply in any respect with a direction given under this paragraph it shall be guilty of an offence.

Offences

4.—(1) Where DLRL is guilty of an offence under paragraphs 2 or 3 above it shall be liable on summary conviction to a fine not exceeding level 3 on the standard scale.

(2) In proceedings for any such offence it shall be a defence for DLRL to show that it took all reasonable precautions and exercised all due diligence to avoid the commission of the offence.

(3) If in any case the defence provided by sub-paragraph (2) involves the allegation that the commission of the offence was due to the act or default of another person, DLRL shall not, without the leave of the court, be entitled to rely on the defence unless, not later than 7 days before the hearing of the proceedings, it has served on the prosecution a notice in writing giving such information as was then in its possession identifying or assisting in the identification of the other person.

Saving

5. Nothing in this Part of this Schedule shall prejudice or derogate from the powers, rights and privileges of Trinity House.

PART 2

PROTECTION OF RoDMA AND THE PORT OF LONDON AUTHORITY

6. In this Part of this Schedule—

“the appropriate authority” means—

- (a) the Port of London Authority, in relation to any specified work constructed in, on, over or under so much of the River Thames as is within the limits of the Port of London (as defined in the Port of London Act 1968⁽¹²⁾); or
- (b) RoDMA, in relation to any tidal work constructed in, on, over or under King George V Dock;

“construction” includes execution, placing, relaying, renewal and works of maintenance and, in its application to a specified work which includes or comprises any operation, means the carrying out of that operation and “construct” and “constructed” shall be construed accordingly;

“plans” shall include plans, sections, elevations, drawings, specifications and programmes and construction methods including in the case of the Port of London Authority and where applicable, such relevant hydraulic information about the River Thames as may be reasonably requested by the Authority;

“specified work” means so much of any authorised work as is in, on, over or under the River Thames or King George V Dock or involves cutting their banks and walls (including survey work under article 21) but does not include any work constructed or placed within the tunnels; and

“working day” means any day from Monday to Friday which is not a public holiday.

7. The provisions of this Part of this Schedule shall, unless otherwise agreed in writing between DLRL and the appropriate authority (or, in the case of paragraphs 13, 14 and 15, the Port of London Authority), have effect for the protection of the appropriate authority and users of the River Thames and King George V Dock (and, in the case of paragraphs 13, 14 and 15, the Port of London Authority).

Works

8.—(1) DLRL shall not commence any specified work until it has supplied to the appropriate authority such proper and sufficient plans for the same and such further particulars as may be available to it as the appropriate authority shall reasonably require and those plans have been approved in writing by the appropriate authority (such approval not to be unreasonably withheld).

(2) The appropriate authority shall notify DLRL within a period of 28 days starting with the date on which such plans of a specified work have been furnished to the appropriate authority, or such longer period as may be agreed in writing by the appropriate authority and DLRL, of its approval or disapproval of those plans.

(3) Any approval of the appropriate authority required under this paragraph may be given subject to such reasonable modifications, terms and conditions as the appropriate authority may make for the protection of—

(12) 1968 c. xxxii.

- (a) vessel movement on, or the flow or regime of, the River Thames or King George V Dock (as appropriate), or
- (b) the use of its land, or the River Thames or King George V Dock (as appropriate) for the purposes of performing its statutory functions,

including any relocation, or provision, of works, new works, moorings, apparatus and equipment necessitated by the specified work, or any other works authorised by this Order, or their construction.

(4) If within a period of 28 days starting from the date on which it receives proper and sufficient plans of a specified work under sub-paragraph (1) the appropriate authority does not notify DLRL of its approval or disapproval of those plans, it shall be deemed to have disapproved of the said plans or such part of the plans as it has not approved.

(5) Where DLRL is aggrieved by—

- (a) the disapproval of the appropriate authority of any plans submitted under sub-paragraph (1),
- (b) any term or condition upon which the appropriate authority propose to approve the plans, or
- (c) any modification by the appropriate authority of the plans,

it may within 28 days from the date upon which the appropriate authority is deemed to have notified its disapproval of the plans or the date upon which the appropriate authority notifies DLRL of its decision, as the case may be, appeal to the Secretary of State for Transport.

(6) If an appeal to the Secretary of State is made, the following provisions shall apply—

- (a) the appeal shall be made by written notice stating the grounds of the appeal,
- (b) the appellant shall send a copy of the notice of appeal to the appropriate authority,
- (c) the appropriate authority may make written representations to the Secretary of State within 10 working days from receipt by it of the copy notice of appeal, and if it does so shall forthwith send a copy of its representations to the appellant,
- (d) the Secretary of State may confirm, vary or revoke a decision or requirement against which an appeal is made and may make any consequential amendments necessary, and
- (e) the Secretary of State may direct the appropriate authority or DLRL to give effect to the decision of the Secretary of State on the appeal and the appropriate authority or DLRL (as the case may be) shall forthwith comply with any direction given.

(7) DLRL shall carry out all operations for the construction of any specified work with all reasonable dispatch and to the reasonable satisfaction of the appropriate authority so that vessel movement on, or the flow or regime of the River Thames or King George V Dock (as appropriate), and the exercise of the appropriate authority's statutory functions, shall not suffer more interference than is reasonably practicable. The appropriate authority shall be entitled at all reasonable times, on giving such notice as may be reasonable in the circumstances, to inspect and survey those operations and DLRL shall provide all reasonable facilities to enable such inspection and survey to take place.

(8) If any specified work is constructed otherwise than in accordance with the requirements of this Part of this Schedule or with any term, modification or condition in an approval pursuant to sub-paragraph (3), the appropriate authority may by notice in writing require DLRL at DLRL's own expense to comply with the requirements of this Part of this Schedule or that term, modification or condition. If DLRL does not do so or is unable to do so then the appropriate authority may in writing require DLRL to remove, alter or pull down the specified work and, where the specified work is removed, to restore the site of that work to its condition prior to the construction of the specified work, to such an extent and within such limits as the appropriate authority think proper.

(9) DLRL shall, upon completion of the construction of any part of an authorised work, remove as soon as is practicable any tidal work and materials for such tidal work carried out or placed only

Status: This is the original version (as it was originally made).

for the purposes of that part of the authorised work, or that part of the authorised work and another part or parts which have already been completed, and shall make good the site to the reasonable satisfaction of the appropriate authority.

(10) DLRL shall not—

- (a) deposit in or allow to fall or be washed into the River Thames or King George V Dock any gravel, soil or other material except so far as may be necessary or unavoidable in the construction of a specified work, or to the extent permitted by any approval of a specified work;
- (b) discharge or allow to escape either directly or indirectly into the River Thames or King George V Dock any offensive or injurious matter in suspension or otherwise; or
- (c) discharge into the River Thames or King George V Dock any water by any watercourse, public sewer or drain without the consent of the appropriate authority and such consent may be given subject to such terms and conditions as the appropriate authority may reasonably impose but shall not be unreasonably withheld.

(11) If a specified work is abandoned or falls into decay, the appropriate authority may by notice in writing require DLRL either to repair or restore the specified work, or any part of it, or to remove the specified work and restore the site of that work to its condition prior to the construction of the specified work, to such an extent and to such limits as the appropriate authority think proper.

(12) If a work consisting partly of a specified work and partly of works on or over land above the level of high water spring tides is abandoned or falls into decay and that part of the works on or over land above the level of high water springs is in such condition as to interfere or cause reasonable apprehension that it may interfere with the right of navigation on the River Thames or other public rights over the foreshore, the Port of London Authority may include that part of the works or any portion thereof in any notice under sub-paragraph (11).

(13) If on the expiration of such reasonable period as may be specified in a notice under sub-paragraph (11) above the work specified therein has not been completed to the satisfaction of the appropriate authority, the appropriate authority may undertake that work and any expenditure reasonably incurred by them in so doing shall be recoverable from DLRL.

(14) No part of Work No. 1 shall be constructed under the River Thames as cut and cover tunnel.

9.—(1) This paragraph applies in relation to any siltation or scouring of the River Thames which is wholly or partly caused by a specified work during the period beginning with the start of the carrying out or construction of that work and ending with the expiration of 10 years after the date on which it is completed.

(2) If—

- (a) any part of the River Thames becomes subject to siltation or scouring;
- (b) such siltation and scouring is siltation and scouring to which this paragraph applies; and
- (c) for the safety of navigation or in the interest of persons using the River Thames or for the protection of works in the River Thames, such siltation and scouring should in the reasonable opinion of the appropriate authority be removed or made good,

DLRL shall pay to the appropriate authority (in the manner set out in sub-paragraph (4)) any additional expense to which the appropriate authority may reasonably be put in dredging the River Thames to remove the siltation or in making good the scouring, in so far as (in either case) it is attributable to the specified work.

(3) DLRL shall pay to the appropriate authority the costs reasonably incurred by them which they would not otherwise have incurred in establishing whether siltation or scouring to which this paragraph applies has occurred.

(4) DLRL shall, on application by the appropriate authority, make to them one or more interim payments on account of any sums required to be paid under sub-paragraph (2), being payments of such amounts and made at such times as are reasonable for meeting the current expenditure of the appropriate authority in removing the siltation or making good the scouring.

Facilities for navigation

10.—(1) DLRL shall mark and light a specified work in accordance with such reasonable directions as the appropriate authority shall give from time to time.

(2) DLRL shall provide at any specified work, or shall afford reasonable facilities at such work (including an electricity supply), for the appropriate authority to provide at DLRL's cost, from time to time, such navigational lights, signals, radar or other apparatus for the benefit, control and direction of navigation as the appropriate authority may deem necessary by reason of the construction and presence of the specified work and shall ensure access remains available to them during and following construction of the specified work.

General protection

11.—(1) Subject to article 4(8) and to sub-paragraph (2) the exercise in, under or over the River Thames and King George V Dock by DLRL of any of its functions under this Order shall be subject to any enactment relating to or made by the appropriate authority (including byelaws or directions of the appropriate authority and the exercise by the appropriate authority or its harbourmaster or manager of any powers and functions conferred on it or him by or under any enactment) but in carrying out its functions under any such enactment the appropriate authority shall at all times act reasonably having regard to the provisions and effect of this Order.

(2) Notwithstanding any such enactment mentioned in sub-paragraph (1), the Port of London Authority will not do anything, or permit anything to be done, to or affecting the tunnels or any land vested in DLRL in connection with the tunnels, without the consent in writing of DLRL.

12.—(1) DLRL shall be responsible for and make good to the appropriate authority all costs, charges, damages and expenses which may reasonably be incurred by the appropriate authority—

- (a) by reason of the construction of a specified work or failure thereof, or
- (b) by reason of any act or omission of DLRL or of any persons in its employ or of its contractors or agents or others whilst engaged upon the construction of a specified work or dealing with any failure of such work,

and DLRL shall indemnify the appropriate authority from and against all claims and demands arising out of or in connection with the specified work or any such failure, act or omission and the fact that any act or thing may have been done by the appropriate authority on behalf of DLRL or done by DLRL, any person in its employ or its contractors or agents in accordance with plans or particulars submitted to or modifications or conditions specified by the appropriate authority, or in a manner approved by the appropriate authority, or under its supervision or the supervision of its duly authorised representative shall not (if it was done or required without negligence on the part of the appropriate authority or its duly authorised representative, or any person in its employ or its contractors or agents) excuse DLRL from liability under the provisions of this indemnity.

(2) The appropriate authority shall give DLRL reasonable notice of any such claim or demand as is referred to in sub-paragraph (1) and no settlement or compromise thereof shall be made without the prior consent of DLRL.

13.—(1) DLRL shall not in the exercise of the powers conferred by this Order prevent such access as may be reasonably required by the Port of London Authority for the purpose of maintaining the

works under the entrance lock to King George V Dock specified as item 12 in Schedule 7 to the Port of London Act 1968 (“the relevant structures”).

(2) The Port of London Authority agrees that except in an emergency it will not maintain those works during the period when DLRL may be using that lock in such a way as would render the lock inoperable or unusable.

(3) Paragraph 12 shall extend to any costs, charges, damages and expenses reasonably incurred by, and any claim and demands made against, the Port of London Authority in respect of damage caused to the relevant structures by reason of the construction of a specified work or any such failure, act or omission as is referred to in that paragraph.

14. DLRL shall not exercise the powers of article 30(2) in relation to the land numbered 10 on the deposited plans except with the consent of the Port of London Authority, which shall not be unreasonably withheld but which may be given subject to reasonable conditions.

15.—(1) In constructing Works Nos 1 and 5 DLRL will use its reasonable endeavours to avoid disturbing any mooring or anchor inserted into the bed of the River Thames.

(2) If such a mooring or anchor is located in a position that physically obstructs the construction of Work No. 1 or 5, DLRL may remove so much of the mooring or anchor that comprises the obstruction and thereafter the Port of London Authority will remove so much of the remainder of the mooring or anchor that lies above the uppermost surface of the bed of the River Thames but it will leave in position and not interfere with that part of the mooring or anchor lying between that point and the outer extremity of Work No. 1 or 5 (as the case may be).

(3) DLRL will pay to the Port of London Authority the costs reasonably incurred by it in removing, pursuant to sub-paragraph (2), that part of the remainder of the mooring or anchor mentioned in that sub-paragraph which the Authority is obliged to remove and replacing that mooring or anchor elsewhere and if the mooring removed is a screw mooring which is used in conjunction with a second screw mooring to moor vessels fore and aft those costs shall also include the cost of removing and replacing elsewhere the second screw mooring if it is not required to be removed pursuant to sub-paragraph (2).

(4) Following notice to the Port of London Authority given pursuant to and in accordance with sub-paragraph (5), the Authority will not insert any mooring or anchor into the bed of the River Thames in any position where—

- (a) the face of the base of the anchor or mooring that is nearest to any tunnel structure forming part of Work No. 1 or 5 would be within a circular zone having a radius of 9 metres centred on the centre point of the tunnel structure in cross-section; or
- (b) a line drawn at 45 degrees above the plane of horizontal commencing from and touching the face referred to in paragraph (a) would enter that zone.

(5) At any time after this Order has been made DLRL may give notice to the Port of London Authority that DLRL is intending to construct the authorised works and that accordingly it requires the restrictions in sub-paragraph (4) to take effect. Any such notice shall be accompanied by a plan on a scale of not less than 1:2500 and sections and cross-sections on scales of not less than 1:100 showing the intended situation and levels of Works Nos. 1 and 5 where any part of them is intended to pass under the River Thames.

(6) If the restrictions in sub-paragraph (4) are brought into effect by a notice given pursuant to and in accordance with sub-paragraph (5), they shall cease to have effect if the authorised works are not subsequently commenced within 5 years of the coming into force of this Order.

(7) Following notice to the Port of London Authority given by DLRL at any time after construction of the authorised works has been commenced, the Port of London Authority will not thereafter remove so much of any mooring or anchor that is within the bed of the River Thames at

that time if there is any prospect that in doing so the zone mentioned in sub-paragraph (4) could be disturbed.

(8) If by virtue of sub-paragraph (4) the Port of London Authority is unable to replace an existing screw mooring in the same place, DLRL will pay to the Authority the costs reasonably incurred by it in removing and replacing any second screw mooring which is used in conjunction with that mooring to moor vessels fore and aft.

16. Completion of Work No.1 DLRL shall supply to the Port of London Authority a plan on a scale of not less than 1:2500 and sections and cross-sections on scales of not less than 1:100 showing the situation and levels of Work No.1 where it passes under the River Thames.

17. Any difference arising between DLRL and the appropriate authority under this Part of this Schedule (other than a difference as to the meaning or construction of this Part of this Schedule or any difference subject to an appeal to the Secretary of State under paragraph 8(5)) shall be referred to and settled by arbitration in accordance with article 55.

SCHEDULE 18

Article 47

TRAFFIC REGULATION: PROHIBITION OF WAITING

<i>(1)</i> <i>Road</i>	<i>(2)</i> <i>Side</i>	<i>(3)</i> <i>Description</i>	<i>(4)</i> <i>Notes</i>
In the London Borough of Greenwich			
Parry Place	East and West	Southwards from its junction with Spray Street	Replaces current provision of 9 parking bays (parking places nos. 30 and 31) and waiting restriction order