

## SCHEDULE 10

### PROTECTIVE PROVISIONS

#### PART 3

#### PROTECTION FOR THE CANAL & RIVER TRUST

##### *Interpretation*

**16.**—(1) For the protection of CRT the following provisions of this part of this Schedule, unless otherwise agreed in writing between Network Rail and CRT, have effect.

(2) In this part of this Schedule—

“car park” means the land forming part of plot 2 of the lands scheduled in the book of reference that consists of a car park;

“CRT” means the Canal & River Trust;

“CRT’s network” means CRT’s network of waterways;

“construction”, in relation to any specified work or protective work, includes—

- (a) the execution and placing of that work; and
- (b) any relaying, renewal, or maintenance of that work as may be carried out during the period of 24 months from the completion of that work; and “construct” and “constructed” have corresponding meanings;

“detriment” means any damage to the waterway or any other property of CRT and, without limitation on the scope of that meaning, includes—

- (a) any obstruction of, or interference with, or hindrance or danger to, navigation or to any use of the waterway (including towing paths);
- (b) the erosion of the bed or banks of the waterway, or the impairment of the stability of any works, lands or premises forming part of the waterway;
- (c) the deposit of materials or the siltation of the waterway so as to damage the waterway;
- (d) the pollution of the waterway;
- (e) any significant alteration in the water level of the waterway, or significant interference with the supply of water to it, or drainage of water from it;
- (f) any harm to the ecology of the waterway (including any adverse impact on any site of special scientific interest comprised in CRT’s network);
- (g) any interference with the exercise by any person of rights over CRT’s network;

“the engineer” means an engineer appointed by CRT for the purpose in question;

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

“practical completion” means practical completion of all of the specified work notwithstanding that items which would ordinarily be considered snagging items remain outstanding, and the expression “practically complete” and “practically completed” are construed accordingly

“protective work” means a work constructed under paragraph 21(3)(a);

“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 affect the waterway;

**Status:** *This is the original version (as it was originally made). This item of legislation is currently only available in its original format.*

“towing path” means the towing path forming part of the waterway;

“the waterway” means the Worcester and Birmingham Canal, and includes any works, lands or premises belonging to CRT, or under its management or control, and held or used by CRT in connection with that canal.