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STATUTORY INSTRUMENTS

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**2015 No. 780**

**TRANSPORT AND WORKS, ENGLAND**  
**TRANSPORT, ENGLAND**

**The Network Rail (Ordsall Chord) Order 2015**

*Made* - - - - *31st March 2015*

*Coming into force* *21st April 2015*

**THE NETWORK RAIL (ORDSALL CHORD) ORDER 2015**

PART 1

1. Citation and Commencement
2. Interpretation
3. Incorporation of the Railway Clauses Acts
4. Application of the 1991 Act
5. Application of local railway enactments
6. Disapplication of legislative provisions

PART 2

7. Power to construct and maintain works
8. Power to deviate

*Streets*

9. Power to alter layout etc. of streets
10. Power to execute street works
11. Stopping up of streets
12. Temporary stopping up of streets
13. Construction and maintenance of new or altered streets
14. Access to works
15. Agreements with street authorities
16. Construction of bridges

*Supplemental powers*

17. Discharge of water
18. Protective works to buildings

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19. Power to survey and investigate land
20. Temporary interference with river and waterway

### PART 3

#### *Powers of acquisition*

21. Power to acquire land
22. Application of Part 1 of the 1965 Act
23. Application of the Compulsory Purchase (Vesting Declarations) Act 1981
24. Power to acquire new rights
25. Power to acquire subsoil or air-space only
26. Rights under or over streets

#### *Temporary possession of land*

27. Temporary use of land for construction of works
28. Temporary use of land for maintenance of works

#### *Compensation*

29. Disregard of certain interests and improvements
30. Set-off for enhancement in value of retained land

#### *Supplementary*

31. Acquisition of part of certain properties
32. Extinction or suspension of private rights of way
33. Time limit for exercise of powers of acquisition

### PART 4

34. Defence to proceedings in respect of statutory nuisance
35. Power to lop trees overhanging the authorised works
36. Power to operate and use railway
37. Certain land to be treated as operational land
38. Disclosure of confidential information
39. Statutory undertakers etc.
40. Certification of plans etc.
41. Service of notices
42. Protection of interests
43. No double recovery
44. Arbitration  
Signature

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### SCHEDULES

#### SCHEDULE 1 — SCHEDULED WORKS

In the metropolitan districts of the City of Manchester and the City of Salford

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#### SCHEDULE 2 — ACQUISITION OF LAND FOR ANCILLARY WORKS

SCHEDULE 3 — STREETS SUBJECT TO ALTERATION OF LAYOUT

SCHEDULE 4 — STREETS SUBJECT TO STREET WORKS

SCHEDULE 5 — STREETS TO BE STOPPED UP (FOR WHICH A SUBSTITUTE IS TO BE PROVIDED)

SCHEDULE 6 — STREETS TO BE TEMPORARILY STOPPED UP

SCHEDULE 7 — ACCESS TO WORKS

SCHEDULE 8 — LAND IN WHICH ONLY NEW RIGHTS ETC., MAY BE ACQUIRED

SCHEDULE 9 — 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...
2. (1) Without limitation on the scope of paragraph 1, the...

*Application of the 1965 Act*

3. (1) The 1965 Act has effect with the modifications necessary...
4. For section 7 (measure of compensation) of the 1965 Act...
5. For section 8 (other provisions as to divided land) of...
6. The following provisions of the 1965 Act (which state the...
7. Section 11 (powers of entry) of the 1965 Act is...
8. Section 20 (protection for interests of tenants at will, etc.)...
9. Section 22 (interests omitted from purchase) of the 1965 Act...

SCHEDULE 10 — LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

SCHEDULE 11 — PROVISIONS RELATING TO STATUTORY UNDERTAKERS ETC.

1. (1) Sections 271 to 274 of the 1990 Act (power...

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

2. (1) Where a street is stopped up under article 11...

SCHEDULE 12 — PROTECTIVE PROVISIONS

PART 1 — FOR THE PROTECTION OF ELECTRICITY, GAS, WATER AND SEWERAGE UNDERTAKERS

1. For the protection of the undertakers referred to in this...
2. The provisions of paragraph 1 of Schedule 11 (provisions relating...
3. In this Part of this Schedule— “alternative apparatus” means alternative...
4. This Part of this Schedule does not apply to apparatus...
5. Regardless of any provision in this Order or anything shown...
6. (1) If, in the exercise of the powers conferred by...
7. (1) Where, in accordance with the provisions of this Part...
8. (1) Not less than 28 days before starting the execution...

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9. (1) Subject to the following provisions of this paragraph, Network...
10. (1) Subject to sub-paragraphs (2) and (3), if by reason...
11. Nothing in this Part of this Schedule affects the provisions...  
PART 2 — FOR THE PROTECTION OF OPERATORS OF ELECTRONIC  
COMMUNICATIONS CODE NETWORKS
12. (1) For the protection of any operator, the following provisions,...
13. (1) Subject to sub-paragraphs (2) to (4), if as the...
14. This Part of this Schedule does not apply to—
15. Nothing in this Part of this Schedule affects the provisions...  
PART 3 — FOR THE PROTECTION OF LEAD LOCAL FLOOD  
AUTHORITIES
16. (1) The following provisions of this Part of this Schedule...
17. (1) Before beginning to construct any specified work, Network Rail...
18. Without limitation on the scope of paragraph 17, the requirements...
19. (1) Subject to sub-paragraph (2), any specified work, and all...
20. (1) Subject to sub-paragraph (3) Network Rail must from the...
21. If by reason of the construction of any specified work...
22. Network Rail must pay all costs, charges and expenses which...
23. The fact that any work or thing has been executed...
24. Any dispute arising between Network Rail and the lead local...  
PART 4 — FOR THE PROTECTION OF THE MANCHESTER SHIP CANAL  
COMPANY LIMITED
25. (1) For the protection of the Manchester Ship Canal Company...
26. Network Rail must not under the powers conferred by this...
27. Where so required by MSCC for the purpose of ensuring...
28. (1) Network Rail must, before commencing construction of any specified...
29. Subject to article 20 (temporary interference with river and waterway),...
30. Network Rail must provide and maintain at its own expense...
31. (1) Any specified work must, when commenced, be constructed—
32. (1) Network Rail must not in the course of constructing...
33. (1) Network Rail, on being given reasonable notice (except in...
34. (1) If any reasonable alterations or additions, either permanent or...
35. (1) Network Rail must, upon completion of any part of...
36. If at any time after the completion of a specified...
37. Network Rail must repay to MSCC all costs, charges and...
38. (1) If any detriment to the River or any interference...
39. Where under any provision of this Part of this Schedule...
40. Except as provided by this Order, nothing in this Order...
41. Any differences arising between Network Rail and MSCC under this...  
PART 5 — FOR THE PROTECTION OF THE CANAL & RIVER TRUST
42. (1) The following provisions of this Part of this Schedule...
43. (1) Network Rail must not under the powers conferred by...
44. Network Rail must not use any land or property of...
45. Where so required by the engineer Network Rail must to...
46. (1) Before the commencement of the initial construction of any...
47. (1) Network Rail must before commencing construction of any specified...
48. Without affecting its obligations under the provisions of this Part...
49. Network Rail must give to the engineer 56 days' notice...
50. Network Rail must provide and maintain at its own expense...
51. (1) Any specified or protective works must, when commenced, be...
52. Network Rail must not in the course of constructing a...
53. (1) Network Rail on being given reasonable notice must—
54. If at any time after the completion of a specified...

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55. Network Rail must repay to the Trust all fees, costs,...
56. (1) If any detriment is caused by the construction or...
57. Any difference arising between Network Rail and the Trust under...

Explanatory Note