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STATUTORY INSTRUMENTS

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**2006 No. 3117**

**The Network Rail (Thameslink 2000) Order 2006**

**PART 4**

**MISCELLANEOUS AND GENERAL**

*Miscellaneous*

**Agreement with Transport for London**

**43.**—(1) In this article—

“affected properties” means any land which is owned by a TfL Company or in which a TfL Company has a legal estate or an interest;

“designated works” means so much of the authorised works as will be constructed under, on or over any of the affected properties; and

“TfL Company” means Transport for London or any subsidiary of Transport for London including LUL.

(2) Any works of alteration or adaptation of affected properties which may be necessary in order to construct the designated works and thereafter, the use, maintenance, operation and renewal of such property and of the designated works shall be carried out and regulated by Network Rail or a TfL Company, or by Network Rail and a TfL Company jointly, in accordance with such terms and conditions as may be agreed in writing between Network Rail and a TfL Company.

(3) An agreement made under this article may relate to the whole or part of the affected properties and may contain such incidental, consequential or supplementary provisions as may be so agreed, including (but without prejudice to the generality of the foregoing) provisions—

(a) with respect to the defraying of, or the making of contributions towards, the cost of such works of alteration or adaptation or the costs of such use, maintenance and renewal as are referred to in paragraph (2) by Network Rail or by a TfL Company or by Network Rail and a TfL Company jointly; and

(b) for the exercise by a TfL Company or by Network Rail or by a TfL Company and Network Rail jointly, of all or any of the powers and rights of a TfL Company and Network Rail (as the case may be) in respect of any part of the designated works under any enactment or contract.

(4) The exercise by Network Rail or a TfL Company or by Network Rail and a TfL Company jointly, of any powers and rights under any enactment or contract pursuant to any such agreement as is authorised by sub-paragraph (3)(b) shall be subject to all statutory and contractual provisions relating thereto as would apply if such powers and rights were exercised by Network Rail or a TfL Company alone, or by Network Rail and a TfL Company jointly, as the case may be.

(5) Network Rail and a TfL Company may enter into, and carry into effect, agreements for the transfer to and vesting in Network Rail, or a TfL Company and Network Rail jointly of—

(a) any part of the affected properties;

- (b) any lands, works or other property held in connection with any part of the affected properties; and
- (c) any rights and obligations (whether or not statutory) of a TfL Company relating to any part of the affected properties.

#### **Certain land to be treated as operational land**

44. Planning permission which is deemed by a direction under section 90(2A) of the Town and Country Planning Act 1990<sup>(1)</sup> to be granted in relation to works authorised by this Order shall be treated as specific planning permission for the purposes of section 264(3)(a) of that Act (cases in which land is to be treated as operational land for the purposes of that Act).

#### **Disclosure of confidential information**

45. A person who—

- (a) enters a factory, workshop or workplace in pursuance of the provisions of article 22 (protective works to buildings) or 23 (power to survey and investigate land etc.); and
- (b) discloses to any person any information obtained by him relating to any manufacturing process or trade secret,

shall be guilty of an offence and liable on summary conviction to a fine not exceeding level 3 on the standard scale unless the disclosure is made in the course of performing his duty in connection with the purposes for which he was authorised to enter the land.

#### **Statutory undertakers etc.**

46. The provisions of Schedule 9 (provisions relating to statutory undertakers etc.) to this Order shall have effect.

#### **Protective provisions**

47. The provisions of Schedule 10 (protective provisions) to this Order shall have effect.

#### **Certification of plans etc.**

48. Network Rail shall, as soon as practicable after the making of this Order, submit copies of the book of reference, the deposited sections and the deposited plans to the Secretary of State for certification that they are true copies, respectively, of the book of reference, deposited sections and deposited plans referred to in this Order; and a document so certified shall be admissible in any proceedings as evidence of the contents of the document of which it is a copy.

#### **Service of notices**

49.—(1) A notice or other document required or authorised to be served for the purposes of this Order may be served by post.

(2) Where the person on whom a notice or other document to be served for the purposes of this Order is a body corporate, the notice or document is duly served if it is served on the secretary or clerk of that body.

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(1) 1990 c. 8.

(3) For the purposes of section 7 of the Interpretation Act 1978(2) as it applies for the purposes of this article, the proper address of any person in relation to the service on him of a notice or document under paragraph (1) is, if he has given an address for service, that address, and otherwise—

- (a) in the case of the secretary or clerk of a body corporate, the registered or principal office of that body; and
- (b) in any other case, his last known address at the time of service.

(4) Where for the purposes of this Order a notice or other document is required or authorised to be served on a person as having any interest in, or as the occupier of, land and his name or address cannot be ascertained after reasonable enquiry, the notice may be served by—

- (a) addressing it to him by name or by the description of “owner”, or as the case may be “occupier”, of the land (describing it); and
- (b) either leaving it in the hands of a person who is or appears to be resident or employed on the land or leaving it conspicuously affixed to some building or object on or near the land.

(5) This article shall not be taken to exclude the employment of any method of service not expressly provided for by it.

#### **No double recovery**

**50.** Compensation shall not be payable in respect of the same matter both under this Order and under any other enactment, any contract or any rule of law.

#### **Arbitration**

**51.** Any difference under any provision of this Order, unless otherwise provided for, shall be referred to and settled by a single arbitrator to be agreed between the parties or, failing agreement, to be appointed on the application of either party (after notice in writing to the other) by the President of the Institution of Civil Engineers.