

From: [REDACTED]
To: [North Shropshire Reinforcement](#)
Subject: North Shropshire Reinforcement DCO- Network Rail final representation
Date: 28 August 2019 16:59:17
Attachments: [letter out Planing Inspector- Network Rail Representation.pdf](#)
[LON_LIB1-#21092904-v1-NR_required_Protective_Provisions_DOCX](#)

Dear Sir/Madam

On behalf of Network Rail, please find attached Network Rail's final representations on the Order. The attached letter confirms that Network Rail withdraws its objection to the Order on the basis the agreed Protective Provisions are included within the Order.

A copy has also been put in this evening's post.

Kind regards

Jessica

Jessica Craven **I** Senior Associate **I** Parliamentary & Infrastructure Consenting | Eversheds Sutherland

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North Shropshire Reinforcement Project Team
National Infrastructure Planning
Temple Quay House
2 The Square
Bristol
BS1 6PN

Date: 28 August 2019
Your ref: EN020021
Our ref: CRAVENJK\292050-000101
Direct: +44 20 7919 0641
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SENT BY EMAIL TO – NorthShropshireReinforcement@planninginspectorate.gov.uk

Dear Mr Hudson

The Planning Act 2008 and the Infrastructure Planning (Examination Procedure) Rules 2010 - Rules 8 and 17

Application by SP Manweb for an Order Granting Development Consent for the Reinforcement to the North Shropshire Electricity Distribution Network

Update on negotiations to date with SP Manweb ("the Applicant") and Network Rail's final position on the Protective Provisions ahead of Deadline 8

I write in response to your letter dated 6th August 2019 requesting additional information. On behalf of Network Rail, I write to you in advance of Deadline 8 to provide Network Rail's final comments on the Protective Provisions and a summary of the negotiations to date with the Applicant.

The Protective Provisions

Network Rail and the Applicant have made progress on settling the terms of the Protective Provisions since our last correspondence and I am pleased to confirm the parties have been able to agree the Protective Provisions, a copy of which is enclosed with this letter.

As a result Network Rail withdraws its objection to the Order on the basis the enclosed Protective Provisions as agreed with the Applicant, are contained in the Order.

Asset Protection Agreement

As previously set out in our letter to you dated 25th July 2019, Network Rail requires a form of asset protection agreement to be entered into where there are any third party works which have a direct interface with and impact the operational railway. A form of asset protection agreement would regulate the construction of the works.

An asset protection agreement has now been entered into by the Applicant and therefore Network Rail are withdrawing its objection to the Order subject to the enclosed Protective Provisions being contained in the Order.

Outstanding Agreements

Whilst the following agreements are outside of the scope of the Order, they are nevertheless imperative for Network Rail to fulfil its statutory duty. Despite withdrawing its objection to the

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Order, Network Rail expects that the Applicant continues discussions with Network Rail with a view to completing the following agreements as soon as reasonably practicable.

Wayleave Agreement

Network Rail is willing to enter a Wayleave Agreement (pursuant to an existing master Wayleave Agreement between the parties) which regulates the grant of rights from Network Rail to the Applicant. The Wayleave Agreement provides the Applicant with the right to install the overhead electricity cable but retains Network Rail's interests in order to continue with its statutory duty to protect the operational railway.

It is Network Rail's position therefore, that the proposed Wayleave Agreement fulfils the Applicant's requirements whilst protecting Network Rail's interests and statutory duties. Network Rail is willing to enter into this Wayleave Agreement immediately on the basis that a Framework Agreement is entered into. Should the Framework Agreement be agreed, the Applicant's compulsory acquisition powers in the Order will not be required, given that the Wayleave Agreement will provide all the necessary rights to install and maintain the electricity cable.

Framework Agreement

Since our last correspondence on 25th July 2019, the parties have agreed in principle to enter a Framework Agreement for the reasons set out in our previous letter. In addition, the Applicant has confirmed to Network Rail that the Applicant will continue to negotiate in good faith the terms of the Framework Agreement with the intention of entering into a Framework Agreement.

The Framework Agreement will manage the direct interface of the Project with the operational railway. The Framework Agreement will collate and govern the Wayleave Agreement, asset protection agreement, Protective Provisions and relationship of the parties. It is Network Rail's position that the Framework Agreement will provide the Applicant with the rights it requires to undertake oversailing works whilst maintaining Network Rail's protections of the railway. As a result, the Applicant will not require the proposed compulsory acquisition powers in the Order as the rights the Applicant requires will be provided by the Wayleave Agreement.

If the Planning Inspectorate decides to keep the Examination period open until 20th September as originally timetabled, it is likely that the parties would be in a position to complete the Framework Agreement during this period.

Network Rail's Final Representation

Network Rail has agreed with the Applicant the set of Protective Provisions required to be included in the Order.

The Applicant has entered into an asset protection agreement in a form required by Network Rail.

As a result Network Rail withdraws its objection to the Order on the basis the enclosed Protective Provisions as agreed with the Applicant, are contained in the Order.

Whilst Network Rail is content with the Applicant's recent engagement, the parties have still not agreed the Wayleave Agreement and Framework Agreement. If the Planning Inspector decides to close the Examination period on 20th September as originally scheduled, Network Rail notes that this is likely to provide the parties enough time to agree the Wayleave Agreement and Framework Agreement.

Yours sincerely



Date: 28 August 2019
Your ref: EN020021
Our ref: CRAVENJK\292050-000101
Page: 3

Jessica Craven
Senior Associate for
Eversheds Sutherland (International) LLP

Enc. Protective Provisions

PART 3

FOR THE PROTECTION OF RAILWAY INTERESTS

13. The following provisions of this Part have effect, unless otherwise agreed in writing between the undertaker and Network Rail.

14. In this Part—

“asset protection agreement” means an agreement to regulate the construction and maintenance of the specified works, prepared in a form prescribed from time to time by Network Rail;

“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;

“network licence” means the network licence, as amended from time to time, granted to Network Rail by the Secretary of State in exercise of the powers in section 8 of the Railways Act 1993¹;

“Network Rail” means Network Rail Infrastructure Limited (company registration number 02904587) whose registered office is at 1 Eversholt Street, London, NW1 2DN 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 115) of the Companies Act 2006² (meaning of “subsidiary” etc)) 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, design data, software, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the dates of, 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—

- (a) any railway belonging to Network Rail;
- (b) any station, land, works, apparatus and equipment belonging to Network Rail and connected with any such railway; and
- (c) any easement or other property interest held or used by Network Rail for the purposes of such railway or works, apparatus or equipment; and

¹ 1993 c. 43.

² 2006 c. 46.

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

15.—(1) Where under this Part 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 and any obligations under its network licence or under statute.

(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 must—

(a) co-operate with the undertaker 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 its reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised development pursuant to this Order.

16. — (1) The undertaker shall not exercise the powers conferred by article 16 (Authority to survey and investigate the land), article 18 (compulsory acquisition of rights), article 19 (statutory authority to override easements and other rights), article 23 (acquisition of subsoil or airspace only), article 26 (temporary use of land for carrying out the authorized development), article 27 (temporary use of land for maintaining the authorized development) and article 31 (felling or lopping of trees and removal of hedgerows 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) The undertaker 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) The undertaker shall not under the powers of this Order extinguish any rights over any railway property except with the consent of Network Rail.

(4) 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.

17.—(1) The undertaker must 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 must not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration under article 38 (arbitration).

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld and if by the end of the period of 35 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated disapproval of those plans and the grounds of his or her disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a further period of 28 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 28 days the engineer has not intimated approval or disapproval, the engineer shall be deemed to have approved the plans as submitted.

(3) If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), Network Rail gives notice to the undertaker 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 the undertaker desires such part of the specified work to be constructed, Network Rail must construct it with all reasonable dispatch on behalf of and to the reasonable satisfaction of the undertaker

in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker.

(4) When signifying approval of the plans, the engineer may specify any protective works (whether temporary or permanent) which in the reasonable opinion of the engineer must be carried out before the commencement of the construction of a specified work (declaring that such protective works must be on land held or controlled by Network Rail and subject to such works being authorised by the order or being development permitted by an Act of Parliament or general development order made under the 1990 Act) 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 de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified work), and such protective works as may be reasonably necessary for those purposes are to be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out at the expense of the undertaker in either case without reasonable delay, and the undertaker must not commence the construction of the specified work until the engineer has notified the undertaker that the protective works have been completed to the engineer's reasonable satisfaction.

18.—(1) Any specified work and any protective works to be constructed by virtue of paragraph 17(3) must, when commenced, be constructed—

- (a) without reasonable delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 17;
- (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;
- (d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property; and
- (e) so as not to interfere with the safe use of any railway of Network Rail or the traffic thereon or the safety of passengers using railway property.

(2) If any damage to railway property or any such interference or obstruction shall be caused by the carrying out of, or in consequence of the construction of a specified work, the undertaker must, notwithstanding any such approval, make good such damage and must 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.

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

19. The undertaker must—

- (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 the engineer may reasonably require with regard to a specified work or the method of constructing it.

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

21.—(1) If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction of a specified work, or during a period of 12 months after the completion of that work, in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail, such alterations and additions may be carried out by Network Rail; and if Network Rail gives to the undertaker 56 days' notice of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must 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 must, in respect of the capitalised sums referred to in this paragraph and paragraph 22(a) provide such details of the formula by which those sums have been calculated as the undertaker 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 the saving must be set off against any sum payable by the undertaker to Network Rail under this paragraph.

22. The undertaker must 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 the undertaker as provided by any protective works under the provisions of paragraph 17(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;
- (b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work;
- (c) in respect of the employment or procurement of the services of any inspectors, signallers, watchperson and other persons whom it is reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;
- (d) in respect of any special traffic working resulting from any speed restrictions which are in their opinion of the engineer, required to be imposed by reason or in consequence of the constructions or failure of a specified work which may be reasonably necessary for the same reason; and
- (e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work.

23.(1) In this paragraph-

“EMI” means, subject to sub-paragraph (2), electromagnetic interference with Network Rail apparatus generated by the operation of the authorised 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 signaling or other communications.

(2) This paragraph applies 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 17(1) for the relevant part of the authorised works giving rise to EMI (unless the undertaker 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), the undertaker must in the design and construction of the authorised works take all reasonable measures necessary to prevent EMI and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(4) In order to facilitate the undertaker’s compliance with sub-paragraph (3)-

(a) the undertaker must 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 must continue to consult with Network Rail (both before and after formal submission of plans under paragraph 17(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;

(b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail’s apparatus identified pursuant to sub-paragraph (a); and

(c) Network Rail must allow the undertaker 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 must not withhold its consent unreasonably to modifications of Network Rail’s apparatus, but the means of prevention and the method of their execution must be selected in the reasonable discretion of Network Rail, and in relation to such modifications paragraph 17(1) have effect subject to the sub-paragraph.

(6) If at any time prior to the commencement of regular revenue-earning operations the authorised works and notwithstanding any measures adopted pursuant to sub-paragraph (3), the testing or commissioning of the authorised works causes EMI then the undertaker must 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) the undertaker’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) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI;
 - (b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI; and
 - (c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI.
- (8) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraphs (5) or (6) –
- (a) Network Rail must allow the undertaker 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 must be carried out and completed by the undertaker in accordance with paragraph 6.
- (9) To the extent that it would not otherwise do so, the indemnity in paragraph 27(1) applies 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 22(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 39 Arbitration to the Institution of Civil Engineers shall be read as a reference to the Institution of Electrical Engineers.

24. If at any time after the completion of a specified work, not being a work vested in Network Rail, Network Rail gives notice to the undertaker informing it that the state of maintenance of any part of the specified work appears to be such as adversely affects the operation of railway property, the undertaker must, 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.

25. The undertaker must 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 has first consulted Network Rail, and it must 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.

26. 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 must, provided that 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be repaid by the undertaker to Network Rail.

27. (1) The undertaker must 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 the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work;

and the undertaker must indemnify and keep indemnified 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 the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under his supervision shall not (if it was done without negligence on the part of Network Rail or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(2) Network Rail must give the undertaker 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 the undertaker.

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

(4) In no circumstances is the undertaker liable to Network Rail under sub-paragraph (1) for any indirect or consequential loss or loss of profits, save that the sums payable by the undertaker under that sub-paragraph include a sum equivalent to the relevant costs in circumstances where—

- (a) Network Rail is liable to make payment of the relevant costs pursuant to the terms of an agreement between Network Rail and a train operator; and
- (b) the existence of that agreement and the extent of Network Rail's liability to make payment of the relevant costs pursuant to its terms has previously been disclosed in writing to the undertaker, but not otherwise."

(5) Nothing in this Part imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the act, omission, default or negligence of Network Rail or its servants, contractors or agents.

(6) 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 must 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.

(7) 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).

(7) 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 subparagraph (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.

28. Network Rail must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Schedule (including the amount of the relevant costs mentioned in paragraph 27) and with such information as may reasonably enable the undertaker 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).

29. In the assessment of any sums payable to Network Rail under this Part, no account must be taken of 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 or was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Part or increasing the sums so payable.

30. The undertaker 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 or grant to the undertaker of—

- (a) any railway property shown on the works and land 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 or any lands, works or other property referred to in this paragraph.

31. Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part 1 of the Railways Act 1993.

32. The undertaker must give written notice to Network Rail if any application is proposed to be made by the undertaker for the Secretary of State's consent, under article 8 (Consent to Transfer Benefit of Order) of this Order and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

- (a) the nature of the application to be made;
- (b) the extent of the geographical area to which the application relates; and
- (c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

33. The undertaker must no later than 28 days from the date that the plans submitted to and certified by the Secretary of State in accordance with article 35 (certification of plans, etc.) are certified by the Secretary of State, provide a set of those plans to Network Rail in a format specified by Network Rail.