

SILVERTOWN TUNNEL

Volume 3: Project Agreement – Schedules 2 to 31

Schedule 5 – Allocation of DCO and Other Requirements

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Contents

Part 1 - Development Consent Order 1

1. Interpretation..... 1

2. DCO allocation table..... 2

Part 2 - Road Tunnel Safety Regulations 55

1. Road Tunnel Safety Regulations..... 55

2. Administrative Authority 55

3. Tunnel Manager..... 55

4. Safety Officer 56

5. Inspection Entity..... 56

6. Replacement of Officers 56

7. Technical Approval Authority 56

8. Road tunnels already in operation 57

9. Safety Requirements 57

10. Risk Analysis 57

11. Derogations for Innovative Techniques 57

12. Notification to the Commission 57

Part 3 - Authorised Functions 58

1. Highways Act 1980 58

2. New Roads & Street Works Act 1991 58

3. Miscellaneous Functions..... 58

Part 4 - Services in Relation to TfL’s Functions 60

1. TfL Functions..... 60

Part 5 - Other Services 61

1. NRSWA other services 61

2. Other services in respect of other legislation 65

SCHEDULE 5

ALLOCATION OF DCO AND OTHER REQUIREMENTS

Part 1 - Development Consent Order

1. Interpretation

The Parties acknowledge and agree that:

- 1.1 paragraph 2 (*DCO allocation table*) indicates which DCO Functions will be retained by TfL and which will be transferred to Project Co pursuant to clause 5.2(a), and if relevant, the scope of transfer of the DCO Functions;
- 1.2 the information contained in the column titled "DCO Functions" in the table in paragraph 2 (*DCO allocation table*) contains a summary only of the relevant DCO Functions, and TfL:
 - 1.2.1 makes no representation or warranty as to the accuracy or otherwise of such information; and
 - 1.2.2 shall have no liability to Project Co in respect of any inaccuracy, error, omission, unfitness for purpose, defect or inadequacy in such information;
- 1.3 to the extent that a provision of the DCO not listed in paragraph 2 (*DCO allocation table*) prescribes a procedure to be followed, including without limitation, the service of notices, referral to dispute resolution procedures or the granting of a consent or approval, Project Co shall comply with those procedural provisions of the DCO as they relate to any Transferred DCO Function listed in paragraph 2 (*DCO allocation table*);
- 1.4 terms used:
 - 1.4.1 in the "DCO Functions" column in the table in paragraph 2 (*DCO allocation table*) that are not defined in this Agreement have the same meaning as in the DCO unless expressly stated otherwise; and
 - 1.4.2 in the "Scope of transfer" column in the table in paragraph 2 (*DCO allocation table*) have the meaning given to them in this Agreement, or the DCO, as applicable; and
- 1.5 in exercising the Transferred DCO Functions, Project Co is subject to the same restrictions, liabilities and obligations as well as entitlements, rights and defences (if any) as would apply to TfL under and in relation to the provisions of the DCO as if TfL were to exercise those functions.

2. DCO allocation table

Art	DCO Functions	Retain	Transfer	Scope of transfer
4 (Development consent granted by the Order)				
4(1)	Power to construct the authorised development by virtue of the 'development consent' for the authorised development, subject to the requirements in Schedule 2 and the provisions of the Order.		✓	Full transfer
5 (Limits of deviation)				
5(1)	Obligation to construct the authorised development within the Order limits, and any non-linear works within the limits of deviation for the relevant work shown on the works plans.		✓	Full transfer
5(2)	Power to deviate vertically and laterally (in respect of linear works) to specified limits when constructing or maintaining the authorised development.		✓	Full transfer
5(3)	Power to deviate within specified limits from the works commencement and termination points in respect of linear works, and from the design of any tunnel or tunnel structures.		✓	Full transfer
6 (Street works)				
6(1)	Power to: (a) break up or open the street, or any sewer, drain or tunnel under it; (b) tunnel or bore under a street;		✓	Full transfer

Art	DCO Functions	Retain	Transfer	Scope of transfer
	(c) place apparatus in the street; (d) maintain apparatus in the street or change its position; or (e) execute any incidental works referred to in the sub-paragraphs above for the purposes of the authorised development.			
6(3)	Obligation not to exercise powers in article 6(1) in relation to a street where TfL is not the street authority without the consent of the street authority.		✓	Full transfer
8 (Construction and maintenance of new, altered or diverted streets)				
8(1)	Obligation to construct any street (other than a GLA Road) under the Order to the reasonable satisfaction of the street authority and an obligation to maintain and bear the costs of maintaining that street for a period of 12 months from its completion unless otherwise agreed in writing with the street authority.		✓	Transferred with respect to the obligation to construct any street (other than a GLA Road) under the Order to the reasonable satisfaction of the street authority only.
8(2)	Obligation to alter or divert any street (other than a GLA Road) under the Order to the reasonable satisfaction of the street authority and maintain and bear the costs of maintaining that part of the street for a period of twelve (12) months from its completion.		✓	Transferred with respect to the obligation to alter or divert any street (other than a GLA Road) under the Order to the reasonable satisfaction of the street authority only.

Art	DCO Functions	Retain	Transfer	Scope of transfer
8(6)	Obligation to agree (acting reasonably) with the street authority to the date of completion of any works referred to in paragraphs (1) and (2).		✓	Full transfer
9 (Permanent stopping up of streets and private means of access)				
9(1)	Power to permanently stop up the streets and private means of access specified in Schedule 3.		✓	Full transfer
9(2)	Obligation not to exercise the power in article 9(1) in respect of certain streets and private means of access specified in Schedule 3 unless certain conditions are met, including the completion of a replacement street or private means of access.		✓	Full transfer
9(3)	Obligation not to exercise the power in article 9(1) in respect of the streets and private means of access specified Schedule 3 unless certain other conditions specified in article 9(4) are met (e.g. TfL is in possession of the land abutting the street).		✓	Full transfer
9(5)	Obligation to erect a site notice at either of end of certain public rights of way at least 28 days before the power to stop up such public right of way in article 9(1) is exercised.		✓	Full transfer
9(6)(b)	Power to, where a street or private means of access has been stopped up under article 9(1), appropriate and use the street or private means of access for the purposes of the authorised development where it is bounded on both sides by land owned by TfL.		✓	Full transfer
9(7)	Obligation to pay compensation to any person who suffers loss by the suspension or extinguishment of any private right of way.	✓		

TfL Reference: tfl_scp_001527

Art	DCO Functions	Retain	Transfer	Scope of transfer
10 (Temporary stopping up and restriction of use of streets)				
10(1)	Power to temporarily stop up, alter or divert any street for the purposes of carrying out the authorised development.		✓	Full transfer
10(2)	Power to use the street temporarily stopped up under article 10(1) as a temporary working site within the Order limits.		✓	Full transfer
10(3)	Obligation to provide access for pedestrians going to or from premises abutting a temporarily affected street under article 10(1) if there would otherwise be no such access.		✓	Full transfer
10(4)	Obligation not to exercise the powers under article 10(1) without the consent of the street authority (where TfL is not the street authority for the street in question).		✓	Full transfer
10(5)	Obligation to pay compensation to any person who suffers loss by the suspension of any private right of way.		✓	Full transfer
11 (Access to works)				
11	Power, with the consent of the street authority, to form and lay out means of access for the purposes of the authorised development, or improve existing means of access, within the Order limits.		✓	Full transfer
12 (Agreements with street authorities)				
12(1)	Power to enter into agreements with street authorities.		✓	Full transfer

Art	DCO Functions	Retain	Transfer	Scope of transfer
13 (Use of private roads for construction)				
13(1)	Power to use any private road within the Order limits for the passage of persons or vehicles for the purposes of, or in connection with, the construction of the authorised development.		✓	Full transfer
13(2)	Obligation to pay compensation to any person liable for the repair of a road where the powers under article 13(1) have been exercised where that person has suffered loss or damage as a result of the exercise of those powers.		✓	Full transfer
14 (Discharge of water)				
14(1)	Subject to article 14(3) and article 14(4), power to use any watercourse, public sewer or drain for the drainage of water in connection with the carrying out of maintenance of the authorised development and for that purpose power to lay down, take up or alter pipes and, on any land within the Order limits, make openings into (and connections with) any watercourse, public sewer or drain.		✓	Full transfer
14(3)	Obligation not to discharge any water into any watercourse, public sewer or drain except with the consent of the person to which it belongs.		✓	Full transfer
14(4)	Obligation not to make any opening into any public sewer or drain except in accordance with plans approved by the owner of such sewer or drain and where this person has been given the opportunity to supervise.		✓	Full transfer

Art	DCO Functions	Retain	Transfer	Scope of transfer
14(5)	Obligation to take such steps as are reasonably practicable to secure that any water discharged into a watercourse or public sewer or drain under the powers conferred by article 14 is as free as may be practicable from gravel, soil or other solid substance or oil or matter in suspension.		✓	Full transfer
14(6)	Obligation to obtain an environmental permit under regulation 12(1)(b) of the Environmental Permitting (England and Wales) Regulations 2010 in any circumstances in which such permit is required.		✓	Full transfer
15 (Protective works to buildings)				
15(1)	Power to carry out such protective works to any building lying within the Order limits as considered necessary or expedient.		✓	Full transfer
15(2)	Power to carry out the protective works in article 15(1) at any time before or during the construction of the authorised development; or five (5) years after the opening for use of that part.		✓	Full transfer
15(3)	Power to enter and survey any building falling within article 15(1), any land belonging to it and, where necessary or expedient, land adjacent to the building but outside its curtilage (whether or not inside the Order limits) for the purpose of determining how the functions under this article are to be exercised.		✓	Full transfer
15(4)	Subject to article 15(5) and article 15(6) power to enter the buildings and adjacent lands, and take exclusive possession of them, for the purpose of carrying out protective works to a building under article 15.		✓	Full transfer

Art	DCO Functions	Retain	Transfer	Scope of transfer
15(5)	Obligation to serve on the owners or occupiers of the building or land not less than fourteen (14) days' notice of intention to exercise powers under article 15, except in the case of emergency.		✓	Full transfer
15(7)	Obligation to compensate the owners and occupiers for any loss or damage arising to them by reason of the exercise of powers under article 15.		✓	Full transfer
15(8)	Obligation to compensate the owners and occupiers of a building for any damage sustained where it appears that the protective works are inadequate to protect the building against damage.		✓	Full transfer
15(9)	Obligation to pay compensation under section 152 of the Planning Act 2008.		✓	Full transfer
16 (Authority to survey and investigate land)				
16(1)	Power to survey or investigate any land shown within the Order limits and where reasonably necessary, land adjacent to but outside the Order limits.		✓	Transferred from the Effective Date.
16(2)	Obligation to serve at least fourteen (14) days' notice on every owner and occupier of land before entering land or placing equipment under the power in article 16(1).		✓	Transferred from the Effective Date.
16(3)(a)	Obligation for any person entering land under this article, if required, to produce, written evidence of authority to enter before or after entering the land.		✓	Transferred from the Effective Date.

Art	DCO Functions	Retain	Transfer	Scope of transfer
16(3)(b)	Power to take onto the land entered under the power in article 16 such vehicles and equipment as necessary to carry out the survey or investigation or to make the trial holes.		✓	Transferred from the Effective Date.
16(4)	Obligation not to make trial holes under article 16 in land within the highway boundary without the consent of the highway authority; or in a private street without the consent of the street authority.		✓	Transferred from the Effective Date.
16(5)	Obligation to pay compensation for any loss or damage arising by reason of the exercise of the powers conferred by article 16.		✓	Transferred from the Effective Date.
17 (Work in the River Thames: conditions)				
17(1)	Obligation to ensure that, in constructing the authorised development, the suspension of the public right of navigation under article 29(3) or 30(3) applies to no more of the river than is necessary and reasonable steps are taken to ensure the period of any complete closure of navigation in the river is kept to a minimum.		✓	Full transfer
17(2)	Obligation to give notice to the PLA not later than forty (40) business days prior to the proposed commencement of any suspension of the public right of navigation under article 29(3) or 30(3), except in an emergency, when such notice as is reasonably practicable must be given.		✓	Full transfer
17(3)	Obligation to include certain details of the proposed suspension in the notice given under article 17(2).		✓	Full transfer

Art	DCO Functions	Retain	Transfer	Scope of transfer
17(10)	Obligation to use reasonable endeavours to notify the owner of any mooring or vessel likely to be materially affected by the powers under the Order at least thirty five (35) days before the exercise of those powers except in an emergency.		✓	Full transfer
17(11)	Obligation to pay costs reasonably incurred where an owner of a mooring has incurred costs in altering, moving etc that mooring and has thereby given TfL twenty eight (28) days' notice of its intention to incur such costs.		✓	Full transfer
18 (Felling or lopping of trees)				
18(1)	Power to fell or lop trees or shrubs within or overhanging land within the Order limits, or cut back its roots, if reasonably necessary.		✓	Full transfer
18(2)	Obligation not to not cause unnecessary damage to any tree or shrub when exercising powers conferred by article 18(1) and to pay compensation for any loss or damage arising from such activity.		✓	Full transfer
19 (Compulsory acquisition of land)				
19(1)	Power to acquire compulsorily so much of the Order land as is required for the authorised development.	✓		
20 (Compulsory acquisition of land - incorporation of the minerals code)				
20	Obligation to comply with certain elements of the minerals code contained in the Acquisition of Land Act 1981.	✓		

Art	DCO Functions	Retain	Transfer	Scope of transfer
21 (Time limit for exercise of powers to possess land temporarily or to acquire land compulsorily)				
21(1)	Obligation to issue any notice to treat or declaration in relation to compulsory purchase within five (5) years of the Order coming into force.	✓		
21(2)	Obligation to exercise any temporary possession powers within five (5) years of the Order coming into force and the power for TfL to remain in possession of any land if possession was taken before the end of the five (5) year period.		✓	Transferred in relation to the Transferred DCO Functions under Article 29 with respect to: <ol style="list-style-type: none"> 1. the surface (including areas above the riverbed) of the Section of the Site numbered 20 in the Construction Land Drawings; and 2. the Sections of the Site numbered 15 and 21 in the Construction Land Drawings, only.

Art	DCO Functions	Retain	Transfer	Scope of transfer
22 (Compulsory acquisition of rights)				
22(1)	Subject to articles 22(2), 22(3) and 22(5), power to acquire such rights over the Order land or impose restrictive covenants over that land as may be requested for any purpose for which the land was acquired.	✓		
22(2)	Obligation to only exercise the power to acquire rights or impose restrictive covenants over the land in Schedule 4 and no 'greater' compulsory acquisition power.	✓		
22(3)	Power to acquire a right over land or the benefit of a restrictive covenant over land without being required to acquire a greater interest in that land subject to section 8 of Compulsory Purchase Act 1965.	✓		
23 (Private rights over land)				
23(5)	Obligation to pay compensation to a person who suffers loss by extinguishment or suspension of a private right or by the imposition of a restrictive covenant under article 23.	✓		
23(7)	Power to give notice that certain rights such as appropriation or entry onto the land do not apply to the land in question and make agreements with the person in or to whom the right in question is vested or belongs.	✓		
24 (Power to override easements and other rights)				
24(4)	Obligation to pay compensation where an interest, right or restriction is overridden by article 24(1).	✓		

TfL Reference: tfl_scp_001527

Art	DCO Functions	Retain	Transfer	Scope of transfer
24(5)	Obligation to pay compensation when a person liable under article 24(4) fails to discharge their liability.	✓		
27 (Acquisition of subsoil, etc., only)				
27(1)	Power to acquire compulsorily subsoil of and the airspace over the land referred to in paragraph (1) of article 19 as may be required instead of acquiring the whole of the land.	✓		
27(2)	Obligation not to exercise any powers other than those specified in articles 27(2)(a) or (b) over Order land specified in Schedule 6 as may be required for or in connection with the authorised development.	✓		
28 (Rights over or under streets)				
28(1)	Power to enter upon, appropriate and use so much of the, subsoil or airspace over any street within Order limits as may be required for the purposes of the authorised development.		✓	Full transfer
28(2)	Power to exercise the powers under article 28(1) without being required to acquire any land or right in that street.		✓	Full transfer
28(4)	Subject to article 28(5) obligation to pay compensation to any owner or occupier who suffers loss as a result of the exercise of the power in article 28.		✓	Full transfer
29 (Temporary use of land for carrying out the authorised development)				

Art	DCO Functions	Retain	Transfer	Scope of transfer
29(1)	Subject to article 21(1) power to enter upon and take temporary possession of specified land in connection with the carrying out of the authorised development and carry out certain works on that land.		✓	Transferred with respect to: <ol style="list-style-type: none"> 1. the surface (including areas above the riverbed) of the Section of the Site numbered 20 in the Construction Land Drawings; and 2. the Sections of the Site numbered 15 and 21 in the Construction Land Drawings, only.

Art	DCO Functions	Retain	Transfer	Scope of transfer
29(2)	Obligation that the power of temporary possession under article 29(1) only extends to any part of the river reasonably necessary for TfL to safely construct the authorised development and that the entire width of the river within the Order limits can only be occupied in an emergency.		✓	Transferred with respect to: <ol style="list-style-type: none"> 1. the surface (including areas above the riverbed) of the Section of the Site numbered 20 in the Construction Land Drawings; and 2. the Sections of the Site numbered 15 and 21 in the Construction Land Drawings, only.
29(4)	Obligation to pay compensation to a person who suffers loss as a result of the suspension of any private right of navigation.		✓	Full transfer

Art	DCO Functions	Retain	Transfer	Scope of transfer
29(5)	Obligation to give not less than 14 days' notice of the intended entry on the owners and occupiers, before entering upon and taking temporary possession of land under article 29.		✓	Transferred with respect to: <ol style="list-style-type: none"> 1. the surface (including areas above the riverbed) of the Section of the Site numbered 20 in the Construction Land Drawings; and 2. the Sections of the Site numbered 15 and 21 in the Construction Land Drawings, only.
29(6)	Obligation to vacate the land within specified periods following completion of the works, use of facilities or other purpose unless there is an agreement with the owners of the land that TfL may remain in possession.		✓	Transferred with respect to: <ol style="list-style-type: none"> 1. the surface (including areas above the riverbed) of the Section of the Site numbered 20 in the Construction Land Drawings; and 2. the Sections of the Site numbered 15 and 21 in the Construction

TfL Reference: tfl_scp_001527

Art	DCO Functions	Retain	Transfer	Scope of transfer
				Land Drawings, only.
29(7)	Obligation to restore land to the reasonable satisfaction of the owners of the land before giving up possession.		✓	<p>Transferred in relation to temporary works constructed or installed by Project Co or any Project Co Related Party with respect to:</p> <ol style="list-style-type: none"> 1. the surface (including areas above the riverbed) of the Section of the Site numbered 20 in the Construction Land Drawings; and 2. the Sections of the Site numbered 15 and 21 in the Construction Land Drawings, <p>only.</p>
29(8)	Obligation to pay compensation to owners and occupiers of land of which temporary possession is taken under article 29 for any loss or damage arising.		✓	<p>Transferred with respect to:</p> <ol style="list-style-type: none"> 1. the surface (including areas above the riverbed) of the

Art	DCO Functions	Retain	Transfer	Scope of transfer
				Section of the Site numbered 20 in the Construction Land Drawings; and 2. the Sections of the Site numbered 15 and 21 in the Construction Land Drawings, only.
30 (Temporary use of land for maintaining the authorised development)				
30(1)	Subject to article 30(5) power to enter upon and take temporary possession or construct such temporary works on any land within the Order limits during the maintenance period for the purpose of maintenance relating to any of the authorised development.	✓		
30(2)	Obligation under article 30(1) only extends to any part of the river that is reasonably necessary to safely maintain the authorised development and that the entire width of the river within the Order limits can only be occupied in an emergency.	✓		
30(4)	Obligation to pay compensation to a person who suffers loss as a result of the suspension of any private right of navigation under article 30.	✓		
30(5)	Obligation not to take temporary possession of any house, garden or occupied building.	✓		

Art	DCO Functions	Retain	Transfer	Scope of transfer
30(6)	Obligation to give not less than twenty eight (28) days' notice of intended entry to the owners and occupiers, before entering land and taking temporary possession under article 30.	✓		
30(7)	Obligation not to remain in possession of land under article 30 for longer than is reasonably necessary.	✓		
30(8)	Obligation to remove all temporary works and restore land to the reasonable satisfaction of the owners of the land before giving up possession.	✓		
30(9)	Obligation to pay compensation to owners and occupiers of land of which temporary possession is taken under article 30 for any loss or damage arising.	✓		
31 (Statutory undertakers)				
31(1)	Subject to article 22(2), Schedule 13 and article 31(2), power to exercise powers under articles 19 and 22 in respect of Order land owned by statutory undertakers and extinguish the rights of or reposition or remove the apparatus belonging to a statutory undertaker within the Order land.		✓	Transferred in relation to the repositioning or removal of the apparatus belonging to a statutory undertaker only.
32 (Apparatus and rights of statutory undertakers in stopped up streets)				
32(2)	Power to, where a street is permanently stopped up under article 9, direct a statutory utility to remove a statutory utility's apparatus and provide substitute apparatus.		✓	Full transfer

Art	DCO Functions	Retain	Transfer	Scope of transfer
32(3)	Obligation to pay a statutory utility reasonably incurred costs related to any relocation works and any other work necessary due to the relocation.		✓	Full transfer
32(4)	Power to agree to relocation works which involve placing of apparatus of a specific type, capacity or depth.		✓	Full transfer
32(7)	Costs to be borne equally where paragraphs (3) to (6) do not apply.		✓	Full transfer
33 (Recovery of costs of new connection)				
33(1)	Obligation to pay compensation to an owner or occupier where the removal of certain apparatus under article 31 means a new connection to services is required, in respect of costs reasonable incurred as a result of effecting a new connection.		✓	Full transfer
32(2)	Where a public sewer is removed, obligation to, pay compensation to the owner or occupier of adjoining premises or sewers in relation to expenditure reasonable incurred where a new sewerage connection is required as a result of the works authorised by the Order being undertaken.		✓	Full transfer
34 (Special Category Land)				
34(1)	Power, where the Order powers are exercised in respect of special category land, to discharge all rights, trusts and incidents from that land.	✓		
39 (Application of Part 4)				

Art	DCO Functions	Retain	Transfer	Scope of transfer
39(3)	Obligation to publish a notice in The London Gazette stating the date of commencement of construction of the Silvertown Tunnel.	✓		
40 (Maintenance of the authorised development)				
40(1)	Power to maintain the authorised development at any time.		✓	Transferred to Project Co in relation to Project Co's obligations under this Agreement.
40(2)	Obligation not to exercise power under article 40(1) or undertake any maintenance works which would give rise to new environmental impacts to those assessed in the environmental statement.		✓	Transferred to Project Co in relation to Project Co's obligations under this Agreement.
42 (Power to operate and use the tunnels)				
42	Power to operate and use the tunnels.		✓	Transferred to the extent required for Project Co to perform its obligations under this Agreement, but subject to the terms of this Agreement, and excluding the Blackwall Tunnel.
43 (Closing the tunnels)				
43(1)	Power to close the tunnels whenever TfL considers it necessary to do so.	✓		

Art	DCO Functions	Retain	Transfer	Scope of transfer
43(2)	Obligation to give seven (7) days' notice before exercising the power under article 43(1) and display signs warning of the closure throughout the closure, except in an emergency.	✓		
46 (Dangerous goods)				
46(1)	Power to impose charges under article 54 for: (a) escorting motor vehicles carrying dangerous goods through the tunnels; and (b) the recovery of administrative costs incurred with related applications for consent.	✓		
46(2)	Power to exercise the enforcement powers of certain bodies in the tunnels areas.		✓	Transferred to the extent required for Project Co to perform its obligations under this Agreement, but subject to the terms of this Agreement.
47 (No apparatus in the Silvertown Tunnel area without consent)				
47(1)	Power to consent to or apply conditions to persons entering upon, breaking up or interfering with the Silvertown Tunnel area for the purpose of placing apparatus or related activities without giving written consent, such consent not to be unreasonably withheld.		✓	Transferred to the extent such powers are required to be exercised within the O&M Area.
47(2)	Obligation to comply with paragraph (50) of Schedule 13.		✓	Full transfer

Art	DCO Functions	Retain	Transfer	Scope of transfer
48 (Byelaws relating to the Silvertown Tunnel area and the Blackwall Tunnel area)				
48(1)	Power to make byelaws in respect of the tunnels areas.	✓		
48(3)	Obligation to comply with certain statutory requirements in respect of byelaws, but with amendments made such that copies of the byelaws only need to be sent to certain parties.	✓		
48(4)	Power to utilise an 'alternative procedure' for making byelaws under article 48(1) as set out in regulations.	✓		
50 (Classification of roads, etc.)				
50(1)	Power to determine the date on which certain roads under Part 1 of Schedule 10 are to be classified as the A12.	✓		
50(2)	Power to determine the date on which certain roads under Part 1 of Schedule 10 are to be classified as the A102.	✓		
50(3)	Power to determine the date on which certain roads under Part 1 of Schedule 10 are to be classified as GLA Roads.	✓		
50(4)	Power to determine the date on which certain roads under Part 1 of Schedule 10 are to cease to be GLA Roads.	✓		
50(5)	Obligation to publish a notice in The London Gazette on each occasion a power under article 51 exercised.	✓		
52 (Restrictions on other works in the river Thames)				
52(1)	Power to consent to the PLA carrying out certain works in the river.	✓		

TfL Reference: tfl_scp_001527

Art	DCO Functions	Retain	Transfer	Scope of transfer
52(2)	Power to receive a notice from the PLA under paragraph (2) that the navigable channel of the river Thames has moved.	✓		
52(4)	Power to consent to the PLA granting a licence in respect of certain works in the river.	✓		
52(5)	Obligation to notify the PLA of the persons who should be contacted under article 52(9).	✓		
52(7)	Power to require or carry out the removal or abatement of works where there is contravention of article 52(1) and article 52(4).	✓		
52(9)	Obligation to designate persons to whom notice should be given under paragraph (2) and whom an application for consent should be made under paragraph (4).	✓		
53 (The charging policy)				
53(1)	Obligation to exercise the functions in Part 5 (User charging) of the Order in accordance with the policies and procedures of the charging policy.	✓		
53(2)	Power to revise the charging policy subject to the relevant conditions.	✓		
54 (Power to charge for use of the tunnels)				
54(1)	Power to levy charges in respect of motor vehicles using the tunnels from the date when the Silvertown Tunnel is first opened for use by the public.	✓		

Art	DCO Functions	Retain	Transfer	Scope of transfer
54(2)	Power to determine the level of charge for the use of the tunnels by any motor vehicle.	✓		
54(3)	Power to determine different charges for different classes of vehicle, times, directions of travel, tunnels and methods or means of administering the charge..	✓		
54(4)	Power to waive, suspend, reduce, compound or discount the charges at any time.	✓		
54(5)	Obligation to publish a statement of charges determined under article 54(3) not later than fifty six (56) days before the charges are to take effect.	✓		
55 (Payment and recovery of charges and penalty charges)				
55(3)	Power to specify in the statement of charges documents or equipment required to be displayed or carried by a vehicle for the purposes of payment.	✓		
55(4)	Power to enter into advance payment agreements with any person.	✓		
55(6)	Power to recover from a person liable to pay the charge under this part 5 (User charging), the amount of the charge together with other expenses, such as administrative expenses.	✓		
55(7)	Power to appoint an agent to collect charges under this part 5 (User charging).	✓		

Art	DCO Functions	Retain	Transfer	Scope of transfer
57 (Application by TfL of charges levied)				
57	Power to apply charges and penalty charges received under this part 57 (Application by TfL of charges levied) for a number of specified purposes.	✓		
59 (Transfer of benefit of Order, etc.)				
59(1)	Power to enter into agreements to transfer, charge, dispose of any interest or grant, for a specified period, a right to construct, maintain or operate the authorised development and, with the consent of the Mayor of London, to provide that the transferee or grantee, exercise or be responsible for any relevant functions of TfL exclusively or concurrently.	✓		
59(2)	Power for any agreements under article 59(1) to include provisions for certain aspects in connection to the authorised development.	✓		
59(8)	Obligation to give the MMO notice when an agreement in respect of the deemed maintenance licence granted under article 63 entered into under article 59(1).	✓		
61 (Traffic regulation measures)				
61(1)	Power to impose the traffic regulation measures set out in Schedule 11.	✓		
61(3)	Power to impose other traffic regulation measures if necessary or expedient and the obligation to only exercise those powers with the consent of the relevant traffic authority.	✓		

Art	DCO Functions	Retain	Transfer	Scope of transfer
61(4)	Obligation to exercise the powers under article 61(3) within twenty four (24) months from the opening of the Silvertown Tunnel for public use.	✓		
61(5)	Obligation to give notice before exercising the powers in article 61(1) or article 61(3).	✓		
61(6)	Obligation to advertise the making of a prohibition, restriction or other provision under article 61(1) or article 61(3) in accordance with the requirements of article 61(5)(b).	✓		
61(7)	Power to suspend, vary or revoke any provisions made under article 61(1) or article 61(3) within a period of twenty four (24) months from the opening of the Silvertown Tunnel for public use.	✓		
61(8)	Obligation to consult necessary and appropriate persons before exercising the powers under article 61(1) or article 61(3).	✓		
61(9)	Obligation to not exercise the powers of article 61 over Saffron Avenue until consent has been given by the owner of that road.	✓		
62 (Deemed marine licence)				
62	Power to carry out licensable marine activities as a result of the deemed marine licence at Schedule 12 subject to the licence conditions.		✓	Full transfer

Art	DCO Functions	Retain	Transfer	Scope of transfer
64 (Protective provisions)				
64	Obligation to comply with the protective provisions in accordance with Schedule 13 (Protective Provisions).		✓	Transferred to the extent of the Transferred DCO Functions with respect to schedule 13 of the DCO.
65 (Certification of documents)				
65(1)	Obligation to submit copies of the documents listed in Schedule 14 to the Secretary of State for certification as true copies as soon as practicable after the making of this Order.	✓		
65(4)	Obligation to make copies of the certified documents available to members of the public in electronic form.	✓		
66 (Silvertown Tunnel Implementation Group)				
66(1)	Obligation to establish, chair and fund the reasonable running costs of the STIG.	✓		
66(5)	Obligation to consult other members of STIG on specific matters in relation to the implementation of the authorised development.	✓		
66(6)	Obligation to have regard to any responses to the consultation with the STIG when taking decisions in relation to the matters listed in article 66(5).	✓		

Art	DCO Functions	Retain	Transfer	Scope of transfer
66(7)	Unless otherwise agreed with the members of STIG, obligation to convene a meeting of STIG at least twice a year, including each time when a monitoring report is published under the monitoring and mitigation strategy.	✓		
66(10)	Obligation to publish documents relevant to STIG proceedings on TfL's website as soon as possible, as reasonably practicable.	✓		
68 (Arbitration)				
	Obligation to refer and settle disputes under any provision of the Order by arbitration.		✓	Transferred to the extent of the Transferred DCO Functions.
Schedule 2 (Requirements)				
2	Obligation to commence the authorised development within 5 years of the Order coming into force.		✓	Full transfer
3	Obligations to comply with certain design requirements and principles and consult with the relevant panels during the detailed design of the authorised development.		✓	Full transfer, except in relation to: 1. Appendix A (<i>Silvertown Tunnel Design Review Panel Terms of Reference</i>) of the Design Principles other than paragraph 6 which, for the avoidance of doubt, shall be fully transferred; and

Art	DCO Functions	Retain	Transfer	Scope of transfer
				2. Appendix B (<i>Silvertown Tunnel Design Consultation Group Terms of Reference</i>) of the Design Principles.
4	Obligation to obtain prior approval from the relevant planning authority for the construction of certain above ground works.		✓	Full transfer
5	Obligation to carry out the authorised development in accordance with the Code of Construction Practice, including the preparation and approval of the specified 'plans'.		✓	Full transfer
6	Obligation to produce a written landscaping scheme in accordance with the landscaping plan for approval, and once received, comply with the same and carry out landscaping works to a reasonable standard.		✓	Full transfer
7	Obligation to undertake pre-opening traffic measures and comply with post-opening and air quality related monitoring and mitigation commitments, including complying with the monitoring and mitigation strategy.	✓		
8	Obligation to submit written details of surface water drainage systems for approval, and once approved comply with the same.		✓	Full transfer
9	Obligation to submit written details of external operational lighting details for approval, and once approved, comply with the same.		✓	Full transfer
10	Obligation to submit a signage strategy for approval, and once approved, comply with the same.		✓	Full transfer

Art	DCO Functions	Retain	Transfer	Scope of transfer
11	Obligation to carry out the authorised development in accordance with the flood risk assessment.		✓	Full transfer
12	Obligation to submit written details of operational noise mitigation measures for approval, and once approved comply with the same, including implementing such measures prior to the opening of the relevant part of the authorised development for public use.		✓	Full transfer
13	Obligation to install noise barriers to protect properties in the Siebert Road, Invicta Road/Westcombe Hill area in the form approved.	✓		
14	Obligation to: <ul style="list-style-type: none"> <li data-bbox="338 831 1160 986">(i) secure provision of a minimum number of buses per hour through the tunnels which delivers a specified level of public transport benefits for the duration of the 'monitoring period' and review such provisions in accordance with the bus strategy; <li data-bbox="338 1018 1160 1075">(ii) provide funding for concessionary bus travel for local residents; and <li data-bbox="338 1107 1160 1165">(iii) ensure that buses using the Silvertown Tunnel must meet Euro VI standards. 	✓		

Art	DCO Functions	Retain	Transfer	Scope of transfer
15	Obligation to: (i) secure the provision of enhanced river crossing facilities for cyclists and pedestrians between the Greenwich Peninsula and Canary Wharf and Silvertown for at least the duration of the 'monitoring period'; and (ii) submit to and secure approval from the relevant planning authority the details of such river crossing schemes.	✓		
16	Obligation to carry out the authorised development in accordance with the biodiversity action plan and mitigation strategy.		✓	Full transfer, except in relation to any obligations in the biodiversity action plan and mitigation strategy expressed to relate to the entire TLRN.
17	Obligation to undertake site investigations and risk assessments in respect of any contaminated land and if required, submit a remediation strategy for approval and implementation including reporting on completion of remediation measures.		✓	Full transfer
18	Obligation not to open the new tunnel for public use unless certain events have occurred in respect of existing hazardous substances consents in respect of the East Greenwich Gasholder Station site (i.e. they have been revoked, or modified in accordance with applicable legislation and the Healthy and Safety Executive has advised TfL in writing that it does not advise against the authorised development).	✓		

Art	DCO Functions	Retain	Transfer	Scope of transfer
19	Obligation not to open the new tunnel for public use unless certain events have occurred in respect of existing hazardous substances consents in respect of the Brenntag Inorganic Chemicals site (i.e. they have been revoked, or modified in accordance with applicable legislation and the Healthy and Safety Executive has advised TfL in writing that it does not advise against the authorised development).	✓		
20	Obligation to undertake the works to implement the authorised development in a manner that will maximise the potential for re-use of suitable excavated material within or adjoining the order limits and for the details of such storage and reuse to be submitted to the relevant planning authority for approval.		✓	Full transfer
21	Obligation to make all reasonable endeavours to agree a business transitional support package with local councils, including making available the sum of one million pounds for the purpose of supporting local businesses prior to the opening of the authorised development for public use.	✓		
23	Obligation to provide draft applications for discharge and other consents to the relevant discharging authority and the Local Boroughs and for consultation and provide a statement confirming compliance with the relevant obligation together with formal applications.		✓	Transferred in relation to any application for any consent, agreement or approval to a discharging authority made by Project Co pursuant to any other Transferred DCO Function.
24	Obligation to provide such further information as the discharging authority considers necessary.		✓	Full transfer

Art	DCO Functions	Retain	Transfer	Scope of transfer
25	Power to appeal to the Secretary of State where an application for the discharge of a requirement is refused.		✓	Full transfer
Schedule 8 (Removal of motor vehicles)				
3(1)	Obligation to notify a 'relevant person' on the occurrence of certain events (e.g. a penalty charge has been paid in connection with the recovery of a motor vehicle) that that person can make representations or appeal.	✓		
3(4)	Power to disregard representations made outside of the relevant period.	✓		
3(5)	Obligation to undertake certain actions in respect of any representations received within the relevant period.	✓		
3(6)	Obligation to refund penalty charges or charges where representations made by a relevant person are accepted.	✓		
3(7)	Obligation to undertake certain actions where representations made by a relevant person are not accepted.	✓		
3(9)	Power to agree form of notice.	✓		
4(4)	Obligation to comply with direction of the adjudicator.	✓		
5(1)	Power to serve a penalty charge notice ("PCN") in respect of the removal of motor vehicles.	✓		
5(2) and (3)	Obligation to serve the PCN in certain ways (and include within it certain information).	✓		

TfL Reference: tfl_scp_001527

Art	DCO Functions	Retain	Transfer	Scope of transfer
6(2)	Power to disregard representations made outside of the relevant period.	✓		
6(6)	Obligation to undertake certain actions in respect of any representations received within the time limit.	✓		
7(1)	Obligation to cancel PCN where representations made are accepted.	✓		
8	Obligation to undertake certain actions where representations made by a relevant person are not accepted.	✓		
9(4)	Obligation to comply with direction of the adjudicator.	✓		
10(1)	Power to issue a charge certificate, increasing the amount of the penalty charge if not paid within the relevant period.	✓		
10(2)	Power to cancel any charge certificate issued.	✓		
11	Power to recover the increased penalty charge, if not paid within fourteen (14) days, as if it were a county court order (if the court so orders).	✓		
12(7)	Obligation to refer the matter to an adjudicator in certain circumstances.	✓		
Schedule 9 (Blackwall and Silvertown Tunnels Byelaws)				
8(1) and (4)	Power to consent (either generally or specifically) the taking into the tunnels areas of motor vehicles carrying dangerous goods.	✓		

Art	DCO Functions	Retain	Transfer	Scope of transfer
8(5)	Obligation to maintain on TfL's website a mechanism for potential tunnel users to obtain consent for carrying dangerous goods.	✓		
10(1)	Power to display a notice the requirements of which a person in the tunnels areas must carry out the reasonable instructions.	✓		
Schedule 12 (Deemed marine licence)				
3	Power to carry out licensable marine activities subject to any applicable exemptions which form part of the authorised development.		✓	Full transfer
4(1)	Obligation to submit a benthic ecology monitoring and mitigation plan for approval by the MMO prior to the commencement of the first licensed activity.		✓	Full transfer
4(2)	Obligation to include specific detailed methodologies in the monitoring and mitigation plan submitted for approval.		✓	Full transfer
4(3)	Obligation not to commence licensed activity until the MMO has approved in writing the monitoring and mitigation plan.		✓	Full transfer
4(4)	Obligation to not commence the licenced activity or remove certain temporary structures until certain pre-construction surveys and mitigation measures have been implemented, and carry out certain post construction surveys and mitigation measures.		✓	Full transfer
5(1)	Obligation to submit a method statement for approval by the MMO at least six (6) weeks prior to commencing any licensed activities.		✓	Full transfer

Art	DCO Functions	Retain	Transfer	Scope of transfer
5(3)	Obligation not to commence any licensed activities until the MMO has approved in writing the statement under paragraph 5(1).		✓	Full transfer
5(4)	Obligation to carry out the licensed activities in accordance with the approved method statement unless otherwise agreed in writing by the MMO.		✓	Full transfer
6(1)	Obligation to submit a marine pollution contingency plan for approval by the MMO at least six (6) weeks prior to commencing any licensed activity.		✓	Full transfer
6(4)	Obligation not to commence any licensed activities until the MMO has approved in writing the plan under paragraph 6(1).		✓	Full transfer
6(5)	Obligation to carry out the licensed activities in accordance with the approved marine pollution contingency plan unless otherwise agreed in writing by the MMO.		✓	Full transfer
7	Obligation to deal with concrete and cement waste in specified ways.		✓	Full transfer
8	Obligation to ensure coatings and treatments meet specified standards in line with the guidelines approved by the Health and Safety Procedure or the Environment Agency.		✓	Full transfer
9	Obligation to deal with certain substances in specified ways and report any spills to the MMO Marine Pollution Response team within twelve (12) hours .		✓	Full transfer
10	Obligation to carry out any percussive piling activities in specified ways.		✓	Full transfer

TfL Reference: tfl_scp_001527

Art	DCO Functions	Retain	Transfer	Scope of transfer
11(1)	Obligation to supply the MMO with a copy of the Archaeological Written Scheme of Investigation when the first method statement is submitted under condition 5.		✓	Full transfer
11(2)	Obligation to supply the MMO with a copy of any amended Archaeological Written Scheme of Investigation when any subsequent method statement is submitted under condition 5.		✓	Full transfer
11(3)	Obligation to implement and act in accordance the approved Archaeological WSI.		✓	Full transfer
12(1)	Obligation, subject to paragraph 12(2), to remove all equipment, temporary structures, waste and debris associated with the licensed activities from the River within six (6) weeks of the completion of those activities, unless otherwise agreed in writing by the MMO.		✓	Full transfer
12(2)	Obligation to remove the temporary structures constructed under Work No. 20A as soon as reasonably practicable after the use of the Work in connection with construction has ceased, unless otherwise agreed in writing by the MMO.		✓	Full transfer
14(1)	Obligation to provide further information when requested by the MMO.		✓	Full transfer
Schedule 13 (Protective Provisions)				
PART 1 - ELECTRICITY, GAS, WATER AND SEWERAGE UNDERTAKERS				
1	Power to agree in writing to alternative provisions with a statutory undertaker subject to this Part.		✓	Full transfer

Art	DCO Functions	Retain	Transfer	Scope of transfer
4(2)	Obligation to grant to a statutory undertaker legal easements satisfactory to access apparatus in a permanently stopped up street (where it is not being removed).	✓		
5	Obligation not to acquire apparatus of a statutory undertaker except by agreement.	✓		
6(1)	Obligation not to remove apparatus until replacement apparatus has been provided and is in operation for the benefit of and to the reasonable satisfaction of a statutory undertaker.		✓	Full transfer
6(2)	Obligation to give twenty eight (28) days' written notice and a plan and section of any work proposed when apparatus is required to be moved, and to afford to the undertaker the facilities and rights for the construction and maintenance of the alternative apparatus.		✓	Transferred only to the extent that the obligation involves the giving of notices under this article and affording the facilities.
6(3)	Power to require by written notice an undertaker to use reasonable endeavours to obtain rights in land for alternative apparatus if the apparatus is to be constructed in non-TfL land.		✓	Full transfer
6(5)	Power to agree with the statutory undertaker the location and construction method of any alternative apparatus to be constructed under the protective provisions on TfL land.		✓	Full transfer
6(7)	Power to elect to carry out work associated with alternative apparatus, instead of the statutory undertaker, with that undertaker's consent.		✓	Full transfer

Art	DCO Functions	Retain	Transfer	Scope of transfer
6(8)	Obligation, in exercising any work under sub-paragraph (7), to comply with all statutory obligations that would have been applicable to the statutory undertaker.		✓	Full transfer
6(9)	Obligation not to execute any works in connection with the placing of apparatus within 600 millimetres of the apparatus.		✓	Full transfer
7	Power to agree to the facilities and rights to be provided to statutory undertakers for construction and maintenance in TfL land of replacement apparatus.	✓		Transferred only to the extent that the obligation involves the giving of notices under this article and affording the facilities.
8(1)	Obligations to submit to the relevant statutory undertaker a plan, section and description of works to be executed near any apparatus which is not needed to be removed.		✓	Full transfer
8(2)	Obligation to execute works in accordance with the plan approved under paragraph (1) and reasonable requirements of the statutory undertaker.		✓	Full transfer
8(4)	Power to receive written notice of a requirement for the removal of any apparatus.		✓	Full transfer
9	Obligations to repay expenses incurred by undertaker in connection with inspection, removal, relaying, replacing, alteration, protection of any apparatus or the construction of a new apparatus.		✓	Full transfer
10(1)	Obligation to pay costs of and indemnify the statutory undertaker for losses incurred as a result of the damage or interruption caused by the removal and relocation of apparatus under paragraph 6(2).		✓	Full transfer

TfL Reference: tfl_scp_001527

Part 1 – Development Consent Order

Art	DCO Functions	Retain	Transfer	Scope of transfer
10(3)	Power to consent to the settlement or compromise of a claim/demand or have sole conduct of the settlement or compromise.		✓	Full transfer
11	Obligation to provide alternative means of access to any apparatus if existing access is obstructed as a result of the exercise of powers under the Order.		✓	Full transfer
PART 2 - ELECTRONIC COMMUNICATIONS CODE NETWORKS				
12	Power to agree in writing to alternative provisions with any operator subject to this Part.		✓	Full transfer
14(1)	Obligations to pay costs and other expenses incurred by the operator as a result of any damage to apparatus or interruption in service caused by the authorised development.		✓	Full transfer
14(3)	Power to consent to the settlement or compromise of a claim/demand or have sole conduct of the settlement or compromise.		✓	Full transfer
PART 3 - NATIONAL GRID				
16	Power to agree in writing to alternative provisions with any operator subject to this Part.		✓	Full transfer
19(1)	Obligation to grant easements to National Grid in respect of any apparatus in streets that are permanently stopped up.	✓		

Art	DCO Functions	Retain	Transfer	Scope of transfer
20	Obligation not to acquire or extinguish land or rights or override interests in land owned by National Grid except by agreement and to comply with certain conditions.	✓		
21(1)	Obligation where TfL has acquired an interest in any land where apparatus is placed pursuant to paragraph (20) not to remove apparatus until an alternative apparatus has been provided and is in operation for the benefit of National Grid.		✓	Full transfer
21(2)	Obligation to give fifty six (56) days' advance written notice to National Grid, plans and proposed positions of apparatus when apparatus is required to be moved, and to afford to National Grid the facilities and rights for the construction and maintenance of the alternative apparatus.		✓	Transferred only to the extent that the obligation involves the giving of notices under this article and affording the facilities.
21(3)	Power to require by written notice National Grid, for National Grid to use reasonable endeavours to obtain rights and facilities in any land for an alternative apparatus if the apparatus is to be constructed in non-TfL land.		✓	Full transfer
21(4)	Power to agree with National Grid the location and construction method of any alternative apparatus to be constructed under the protective provisions on TfL land.		✓	Full transfer
22	Power to agree to the terms and conditions for facilities and rights to be granted to National Grid for construction, maintenance and protection in TfL land of replacement apparatus.		✓	Transferred in respect of agreeing the terms and conditions for the provision of facilities only.

Art	DCO Functions	Retain	Transfer	Scope of transfer
23(1)	Obligation to submit to National Grid a plan not less than fifty six (56) days prior to the commencement of works that are near to or may affect gas apparatus which is not needed to be removed.		✓	Full transfer
23(3)	Obligation not to commence any works under subparagraph (2) unless National Grid has given written approval of the plan.		✓	Full transfer
23(6)	Obligation to carry out works under subparagraph (1) or (2) in accordance with the approved plan and power to agree with National Grid to variations of the plan.		✓	Full transfer
23(7)	Obligation to perform certain protective works before carrying out works under subparagraph (1) or (2), where required by National Grid to the satisfaction of National Grid.		✓	Full transfer
23(11)	Obligation to comply with National Grid's policies for safe working in proximity to gas apparatus enshrined in specified documents.		✓	Full transfer
24(1)	Obligation to submit to National Grid a plan not less than fifty six (56) days prior to the commencement of specified works that are near to or may affect apparatus which is not needed to be removed and seek details of the underground extent of National Grid's electricity tower foundations.		✓	Full transfer
24(4)	Obligation not to commence any works under subparagraph (1) unless National Grid has given written approval of the plan.		✓	Full transfer
24(7)	Obligation to carry out works requiring the submission of a plan under subparagraph (1) in accordance with the approved plan and power to agree with National Grid to variations of the plan.		✓	Full transfer

Art	DCO Functions	Retain	Transfer	Scope of transfer
24(8)	Obligation to perform certain protective works before carrying out works requiring the submission of a plan under subparagraph (1), where required by National Grid to the satisfaction of National Grid.		✓	Full transfer
24(12)	Obligation to comply with National Grid's policies for development near or over headlines enshrined in specified documents.		✓	Full transfer
25	Obligation not to exercise the powers of article 15 (Protective works to buildings) so as not to obstruct or render less convenient access to apparatus without written consent of National Grid.		✓	Full transfer
26(1)	Obligations to repay expenses incurred by National Grid in connection with inspection, removal, relaying or replacing, alteration or protection of any apparatus or construction of any new alternative apparatus.		✓	Full transfer
26(2)	Power to agree to the placing of apparatus of a different type or depth.		✓	Full transfer
27(1)	Obligation to pay costs and to indemnify National Grid for losses incurred as a result of the removal of any apparatus.		✓	Full transfer
27(4)	Power to be consulted in respect of any claims or demands.		✓	Full transfer
27(5)	Power to request an explanation of how a claim has been minimised.		✓	Full transfer
29	Obligation to co-operate with National Grid in respect to any works carried out under this order.		✓	Full transfer

Art	DCO Functions	Retain	Transfer	Scope of transfer
30	Obligation to provide alternative access to National Grid where access to apparatus is materially obstructed.		✓	Full transfer
PART 4 – PORT OF LONDON AUTHORITY				
32	Power to agree in writing to alternative provisions with the Port of London Authority regarding this Part.		✓	Full transfer
34(1)	Obligation not to commence any 'specified works' or perform any 'specified functions' in until plans of the work have been approved by the PLA.		✓	Full transfer
34(3)	Obligation to submit plans of the specified work or specified function to the PLA for approval.		✓	Full transfer
34(8)	Obligation to carry out all operations for the construction of any specified work or the specified function without unnecessary delay and to the reasonable satisfaction of the PLA.		✓	Full transfer
35(1)	Obligation to undertake the detailed design and construction of the tunnelling works to ensure that the navigable channel of the river Thames can be maintained by the PLA to a depth of at least 5.80 metres below the chart datum.		✓	Full transfer
35(3)	Obligation to provide to the PLA specified documents prior to commencing construction of the tunnelling works.		✓	Full transfer
35(4)	Obligation to provide to the PLA specified documents upon request.		✓	Full transfer
36	Obligation to provide as-built drawings of any specified works to the PLA following construction.		✓	Full transfer

TfL Reference: tfl_scp_001527

Art	DCO Functions	Retain	Transfer	Scope of transfer
37	Obligations to obtain approvals by the PLA required for the exercise of the powers conferred by article 14 (Discharge of water).		✓	Full transfer
38	Obligation not to damage or interfere with the bed or banks of the River Thames unless approved as specified work or otherwise in writing by the PLA.		✓	Full transfer
39	Obligation to mark and light works in the river as directed by the PLA.		✓	Full transfer
40	Obligation to comply with any reasonable directions given by the Harbour Master with regard to the lighting of work and carrying out of specified functions to prevent hazards to navigation.		✓	Full transfer
41	Obligation to pay costs for any required alterations of the PLA's moorings and buoys which PLA would not have incurred for any other reason.		✓	Full transfer
42	Obligation to seek approval and remove temporary tidal works and make good the site to the satisfaction of the PLA, including obtaining a river works licence for any 'residual structures' that cannot be moved.		✓	Full transfer
43(1)	Power to receive notice from the PLA that the works have not been constructed in accordance with paragraph 34(4) or during construction sedimentation or otherwise has occurred which is detrimental to the flow of traffic, and obligation to pay for and comply with the remedial requirements specified in the notice.		✓	Full transfer

Art	DCO Functions	Retain	Transfer	Scope of transfer
43(3)	Obligation to remove, alter or pull down the work or take such other action as PLA may reasonably specify, where a notice under subparagraph (1) has not been complied with.		✓	Full transfer
43(4)	Obligation to take such action necessary and consult with the PLA to prevent or mitigate environmental impacts which have arisen due to the specified works.		✓	Full transfer
43(5)	Power to receive notice from the PLA of measures which are necessary to counter any environmental impact identified and obligation to implement any such measures identified.		✓	Full transfer
44(1)	Obligations to repair, restore or remove specified works that are abandoned or fall into decay as may be requested by the PLA.		✓	Full transfer
44(2)	Power to receive notice from the PLA of work which is likely to become a danger or an interference with navigation in the river Thames, and obligation to take reasonable steps to restore, repair or remove such work as notified.		✓	Full transfer
45	Obligations not to interfere with navigational aids in the river in respect to any works under this Order.		✓	Full transfer
46	Obligations as to paying the costs of river bed surveys carried out by the PLA.		✓	Full transfer

Art	DCO Functions	Retain	Transfer	Scope of transfer
48(1)	Obligations in respect of costs incurred and indemnifying the PLA in respect of losses incurred as a result of the construction or operation of a specified work or its failure, the exercise of any specified function, or any act or omission of TfL or its employees, contractors or agents in the foregoing.		✓	Transferred to the extent that the relevant specified works were carried out by, the relevant specified functions were exercised by, or the relevant failure, acts or omissions were of Project Co or its Sub-contractors.
48(3)	Power to consent to settlement or compromise in respect of a claim or demand.		✓	Transferred to the extent that the relevant specified works were carried out by, the relevant specified functions were exercised by, or the relevant failure, acts or omissions were of Project Co or its Sub-contractors.
49	Obligation to pay compensation in respect of the carrying out of any specified work or specified functions or the rights conferred in connection with them as if a river works licence had been required under the Port of London Act 1968.		✓	Full transfer
50(1)	Obligation to give PLA written notice of any application for consent granted under article 48 and to inform any applicants for such consent of the river works licence regime.		✓	Full transfer

Part 1 – Development Consent Order

Art	DCO Functions	Retain	Transfer	Scope of transfer
50(2)	Obligation to give PLA written notice of any consent granted under article 48 and the contact details of the person and details of the apparatus to which the consent relates.		✓	Full transfer
51	Obligation to give PLA notice of any transfer under article 60.	✓		
PART 5 - ENVIRONMENT AGENCY				
53	Power to agree in writing to alternative provisions with the Environmental Agency regarding this Part.		✓	Full transfer
55(1)	Obligation to undertake certain surveys and submit various plans in respect of the structural integrity of the flood defences prior to commencing the first authorised work likely to impact a flood defence.		✓	Full transfer
55(2)	Obligation to implement and act in accordance with the approved structural integrity plan.		✓	Full transfer
55(4)	Obligation to prepare and provide to the Agency a completion report following the completion of the authorised development.		✓	Full transfer
56(1)	Obligation to submit plans of any specified work before commencing construction.		✓	Full transfer
56(2)	Obligation to construct in accordance with all detailed designs as may be approved in writing by the Agency under subparagraph (1).		✓	Full transfer

Art	DCO Functions	Retain	Transfer	Scope of transfer
57(2)	Obligation to pay for and construct, protective works considered reasonably necessary in relation to flood defences during the construction of the works, where the Agency has imposed such a condition.		✓	Full transfer
58(1)	Obligation as to timing of the construction of the specified works in accordance with the detailed designs or plans.		✓	Full transfer
58(2)	Obligation not to damage or obstruct any drainage work during the construction of a specified work, save where specified work is constructed in accordance with detailed designs or plan approved by the Agency under paragraph (56).		✓	Full transfer
58(4)	Obligation to give to the Agency not less than ten (10) business days' notice in writing of intention to commence construction of specified works and notice in writing of completion not later than five (5) business days after the date on which it is completed.		✓	Full transfer
58(5)	Obligation to construct the protective works so that they are in place prior to carrying out any specified works, if the Agency reasonably requires.		✓	Full transfer
58(6)	Obligation, at TfL's own expense, to alter, or pull down the work to restore the site to its former condition where the work has not been constructed in accordance with Part 5 of Schedule 13.		✓	Full transfer
58(7)	Obligation to repay expenditure incurred by the Agency where it has executed works pursuant to paragraph (7).		✓	Full transfer

Art	DCO Functions	Retain	Transfer	Scope of transfer
59(1)	Obligations to maintain free from obstruction and to the reasonable satisfaction of the agency drainage works from the commencement of the specified works until their completion.		✓	Full transfer
59(2)	Obligation to maintain free from obstruction any temporary flood defence measures approved under paragraph 56.		✓	Full transfer
59(4)	Power to receive notice regarding the satisfaction of the Agency as to maintenance of the works and obligation to repair and restore or remove the work and restore the site to its former condition, where such notice is received.		✓	Full transfer
59(7)	Power to recover the expenditure reasonably incurred in maintaining drainage work where such maintenance was not required as a result of, or was not attributable, to the construction of the works.		✓	Full transfer
59(8)	Power to recover from the person who is liable to maintain the drainage work where TfL is not liable to maintain the drainage work and has contributed to the costs of the Agency in doing the work.		✓	Full transfer
60(1)	Obligation to undertake repairs or remedial works to drainage works damaged as a result of the authorised development to the reasonable satisfaction of the EA.		✓	Full transfer
60(2)	Obligation to restore, or where necessary construct some other work in substitution for it, the impaired or damaged drainage work where it is not made good to the reasonable satisfaction of the Agency.		✓	Full transfer

Art	DCO Functions	Retain	Transfer	Scope of transfer
60(3)	Power to receive notice regarding the satisfaction of the Agency and obligation to pay the Agency, where the Agency has served such notice, for its expenses incurred in carrying out repairs to its satisfaction.		✓	Full transfer
60(5)	Power to receive notice from the Agency regarding steps required to protect against imminent flood risk or damage to the environment and obligation to pay the Agency, where the Agency has served notice, for the expenses incurred in taking immediate action.		✓	Full transfer
61(1)	Obligations to prevent any interruption of the free passage of fish in any fishery during the construction.		✓	Full transfer
61(2)	Power to receive notice from the Agency and obligation to make good damage, or protect the fishery against such damage, where notice requiring such action has been served.		✓	Full transfer
61(3)	Obligation to pay the Agency, where the Agency has served notice, for the expense they have incurred in rectifying any damage or expected damage to a fishery.		✓	Full transfer
62(1)	Obligations in respect of indemnifying the EA.		✓	Transferred to the extent that the relevant specified works were carried out by, the relevant specified functions were exercised by, or the relevant failure, acts or omissions were of Project Co or its Sub-contractors..

Art	DCO Functions	Retain	Transfer	Scope of transfer
62(3)	Power to consent to a settlement, claim or demand in relation to subparagraph (1).		✓	Transferred to the extent that the relevant specified works were carried out by, the relevant specified functions were exercised by, or the relevant failure, acts or omissions were of Project Co or its Sub-contractors.
63	Obligation to serve notices in accordance with this paragraph.		✓	Full transfer
PART 6 – LONDON BOROUGH OF NEWHAM AND ROYAL BOROUGH OF GREENWICH				
65	Power to agree in writing to alternative provisions with the appropriate Council regarding this Part.		✓	Full transfer
67	Obligation to submit to Newham or Greenwich (as highway authority of the particular highway) plans for approval of any works which will interfere with a highway or traffic on the highway (although no approval is needed in the latter case on GLA Side Roads).		✓	Full transfer
69	Power to re-submit plans with modifications where they have been disapproved by either Newham or Greenwich council.		✓	Full transfer
70	Obligation to complete works which are intended to become a, or part of a, public highway to the reasonable requirements of the Borough which is to become highway authority.		✓	Full transfer

Art	DCO Functions	Retain	Transfer	Scope of transfer
71	Obligation not to deposit any materials, or let a vehicle or plant stand, on any highway (except where it is temporarily stopped up) so as to obstruct the use of the highway, unless with the consent of the Borough which is highway authority.		✓	Full transfer
73	Obligation to provide and maintain temporary ramps or other traffic measures to protect the safety of road users, as reasonably required by the Borough which is highway authority.		✓	Full transfer
74	Obligation to indemnify the Borough which is highway authority against claims resulting from the works.		✓	Full transfer

SCHEDULE 5

ALLOCATION OF DCO AND OTHER REQUIREMENTS

Part 2 - Road Tunnel Safety Regulations

1. Road Tunnel Safety Regulations

- 1.1 Subject to paragraph 2 (*Administrative Authority*) to paragraph 12 (*Notification to the Commission*) (inclusive), the Parties hereby agree:
- 1.1.1 that notwithstanding anything in this Agreement or otherwise, the RTS Regulations shall apply to the design, construction and operation of the Project Roads as if the Project satisfied the requirements of regulation 3 (*Application of the Regulations*) of the RTS Regulations; and
- 1.1.2 to comply with any obligation or duty established and/or imposed by the RTS Regulations in relation to the design, construction and operation of the Project Roads.
- 1.2 Project Co shall provide all reasonable assistance requested by TfL in exercising its rights or discharging its obligations and duties under this Part 2 (*Road Tunnel Safety Regulations*).
- 1.3 Project Co shall not be entitled to make any claim against TfL or to seek any relief or remedy of any nature from TfL, nor shall Project Co be relieved from any of its obligations in this Agreement (other than its obligations in this Part 2 (*Road Tunnel Safety Regulations*) to the extent such obligations are incapable of being performed) as a consequence of TfL failing to comply with its obligations under this Part 2 (*Road Tunnel Safety Regulations*).

2. Administrative Authority

- 2.1 Notwithstanding the provisions of regulation 4 (*Designation of administrative authority*) of the RTS Regulations, the Parties acknowledge and agree that TfL is hereby designated as the administrative authority (as defined in the RTS Regulations) for the Project Roads.
- 2.2 The Parties acknowledge and agree that regulation 6(3) of the RTS Regulations shall not apply to the Project Roads.
- 2.3 For the purposes of the commissioning procedure (as defined in the RTS Regulations) the Parties hereby agree that the issuance of the Permit to Use by the Independent Certifier under this Agreement shall constitute authorisation by TfL in its capacity as administrative authority to the opening of the Project Roads to public traffic.
- 2.4 Project Co acknowledges and accepts that, other than in relation to regulation 5(4) of the RTS Regulations, TfL has satisfied its obligations as administrative authority by entering into this Agreement.

3. Tunnel Manager

- 3.1 For the purposes of regulation 8 (*Designation of tunnel manager*) of the RTS Regulations, TfL in its capacity as administrative authority hereby designates [REDACTED] to be the tunnel manager (as defined in the RTS Regulations) for the Project Roads and Project Co acknowledges and agrees to such designation.

TfL Reference: tfl_scp_001527

3.2 The Parties acknowledge and agree that for the purposes of the RTS Regulations, "Safety Documentation" shall have the meaning set out in this Agreement.

3.3 For the purposes of regulation 9 (*Duties of the tunnel manager*) of the RTS Regulations, the Parties hereby agree that the Tunnel Manager shall be required to submit the Safety Documentation to TfL under the Review Procedure.

4. Safety Officer

4.1 TfL in its capacity as administrative authority hereby approves the designation of [REDACTED] to be the safety officer (as defined in the RTS Regulations) for the Project Roads.

5. Inspection Entity

5.1 For the purposes of regulation 12 (*Appointment of inspection entity*) of the RTS Regulations, TfL in its capacity as administrative authority hereby designates Steve Deeble to be the inspection entity (as defined in the RTS Regulations) for the Project Roads and Project Co acknowledges and agrees to such designation.

5.2 Project Co warrants to TfL that the inspection entity designated pursuant to paragraph 5.1 satisfies the requirements of regulation 12(2) of the RTS Regulations.

6. Replacement of Officers

6.1 Either Party may propose to the other Party by notice in writing a replacement for the following roles at any time during the Agreement Period:

6.1.1 tunnel manager;

6.1.2 safety officer; and

6.1.3 inspection entity,

(each as defined in the RTS Regulations), provided such proposed replacement shall not take responsibility for the relevant role without the prior written consent of the other Party (such consent not to be unreasonably withheld).

6.2 To the extent the Parties cannot reach an agreement in relation to a proposed replacement in accordance with paragraph 6.1, clause 48 (*Dispute Resolution Procedure*) shall apply.

7. Technical Approval Authority

7.1 Notwithstanding the provisions of regulation 14 (*Appointment and duties of the technical approval authority*) of the RTS Regulations, the Parties acknowledge and agree that TfL is hereby appointed as the technical approval authority (as defined in the RTS Regulations) for the Project Roads.

7.2 For the purposes of regulation 14 (*Appointment and duties of the technical approval authority*) of the RTS Regulations, the Parties hereby agree that:

¹ Note to Tenderer: to be confirmed prior to the Effective Date.

7.2.1 TfL will be deemed to discharge its role as technical approval authority under the RTS Regulations for the Project Roads through its role under the Review Procedure and as the Technical Appraisal Authority; and

7.2.2 any design will be deemed to have been "approved" for the purposes of the RTS Regulations if it has been endorsed as "received" or "received with comments" by TfL in accordance with the Review Procedure.

8. Road tunnels already in operation

8.1 The Parties acknowledge and agree that regulation 15 (*Road Tunnels already in operation*) of the RTS Regulations does not apply to the Project Roads.

9. Safety Requirements

9.1 The Parties hereby agree that for the purposes of regulation 16 (*Safety Requirements to be met by road tunnels*) of the RTS Regulations the words "administrative authority" shall be deemed to be references to "Project Co".

9.2 Notwithstanding the provisions of annex 1 (as defined in the RTS Regulations), TfL in its capacity as administrative authority shall have sole authority to approve requests for derogations from the minimum requirements set out in paragraph 1.2 of annex 1 and references in annex 1 to "the Commission" shall be deemed to be references to the "administrative authority" accordingly.

10. Risk Analysis

10.1 For the purposes of regulation 18 (*Risk Analysis*) of the RTS Regulations, Project Co shall nominate for TfL approval a suitably qualified person independent from the tunnel manager to be responsible for completing the risk analysis for the Project Roads required by regulation 18 (*Risk Analysis*) of the RTS Regulations, and such person shall assume responsibility upon receipt of TfL's written approval.

11. Derogations for Innovative Techniques

11.1 Notwithstanding the provisions of regulation 19 (*Derogations for innovative techniques*) of the RTS Regulations, TfL in its capacity as administrative authority shall have sole authority to approve requests for derogations from the requirements of the RTS Regulations.

12. Notification to the Commission

12.1 The Parties acknowledge and agree that regulation 21 (*Notification to the Commission*) of the RTS Regulations shall not apply to the Project Roads.

SCHEDULE 5**ALLOCATION OF DCO AND OTHER REQUIREMENTS****Part 3 - Authorised Functions****1. Highways Act 1980**

1.1 Subject to paragraph 1.2, the following TfL functions as Highway Authority (or competent authority by virtue of being Highway Authority) in the Highways Act 1980 shall be contracted out to Project Co in respect of the Works and the Project Facilities under the provisions of the 2009 Order:

1.1.1 section 104 (*Mitigating nuisance of dust*);

1.1.2 section 133 (*Damage to footways of streets by excavation*);

1.1.3 section 140(2) (*Removal of builder's skips*);

1.1.4 section 143(1) (*Power to remove of structures from highways*) from the Effective Date until the Permit to Use Date; and

1.1.5 section 167(2), section 167(5), and section 167(6) (*Powers relating to retaining walls near streets*).

1.2 Paragraph 1.1 shall not include:

1.2.1 any functions conferred by or under section 294 of the Highways Act (*Entry etc. of premises by Highway Authority or council for certain purposes*); or

1.2.2 any function to the extent that the function confers a power or right of entry into or on any premises or land of which TfL is not the owner or occupier.

1.3 Where section 338 (*Saving for works, etc., of dock, harbour and canal undertakers*) or section 339 (*Saving for works, etc. of drainage authorities etc.*) of the Highways Act applies to the exercise of any functions listed in paragraph 1.1, those functions shall be construed as including any additional requirements imposed by those sections.

2. New Roads & Street Works Act 1991

2.1 The following TfL functions in the NRSWA shall be contracted out to Project Co in respect of the Works and the Project Facilities under the provisions of the 2009 Order:

2.1.1 section 68(1) (*Facilities to be afforded to street authority*);

2.1.2 section 83 (*Works for Road Purposes likely to affect Apparatus in the street*);

2.1.3 section 84(1), section 84(3) and section 84(4) (*Measures necessary where apparatus affected by major works*);

2.1.4 section 85(1) and section 85(3) (*Sharing of cost of necessary measures*); and

2.1.5 section 94(1) and section 94(2) (*Power of street authority or district council to undertake street works*).

3. Miscellaneous Functions

TfL Reference: tfl_scp_001527

Part 3 – Authorised Functions

- 3.1 The following TfL functions shall be contracted out to Project Co in respect of the Works and the Project Facilities under the provisions of the 2009 Order:
- 3.1.1 TfL functions as the Highway Authority for a highway, by or under section 45 (*Attachment of street lamps to buildings*) of the Public Health Act 1961;
 - 3.1.2 TfL functions as the Highway Authority for a highway, by or under any of the following provisions of the Walkways Regulations 1973:
 - a. regulation 3 (*modification of statutory provisions*);
 - b. regulation 4 (*rights of statutory undertakers etc.*);
 - 3.1.3 regulation 3 of the Street Works (*Reinstatement*) Regulations 1992 (*Street authority's power to give notice affecting the standard of reinstatement required*);
 - 3.1.4 the Street Works (Sharing of Costs of Works) (England) Regulations 2000; and
 - 3.1.5 regulation 3 and regulation 4 of the Street Works (*Maintenance*) Regulations 1992 (*Street authority's power to execute works to enable it to inspect an undertaker's apparatus and to execute any emergency works needed*).

SCHEDULE 5

ALLOCATION OF DCO AND OTHER REQUIREMENTS

Part 4 - Services in Relation to TfL's Functions

1. TfL Functions

1.1 Where clause 10.2(a)(i) and clause 10.2(a)(iv) applies, Project Co shall carry out the following services in relation to TfL's statutory functions (in respect of the Works and the Project Facilities) under any of the following provisions of the NRSWA:

1.1.1 section 83 (*Works for road purposes likely to affect apparatus in the street*): prepare for issue by TfL appropriate notices informing Statutory Undertakers of Works for Road Purposes (as defined in the NRSWA) likely to affect their Apparatus; and

1.1.2 section 84 (*Measures necessary where apparatus affected by major works*):

- a. on behalf of TfL liaise as necessary with the Statutory Undertakers in identifying measures and settling specifications in connection with Diversionary Works and co-ordinate such Diversionary Works with the carrying out of the Project;
- b. participate in or, if so instructed by TfL conduct, any arbitration proceedings brought pursuant to section 84(3) (*Measures necessary where apparatus affected by major works*); and
- c. assist TfL in recovering sums under section 84(4) (*Measures necessary where apparatus affected by major works*).

SCHEDULE 5**ALLOCATION OF DCO AND OTHER REQUIREMENTS****Part 5 - Other Services****1. NRSWA other services**

Project Co shall in respect of the Works and the Project Facilities carry out the following services in relation to functions conferred on TfL by or under any of the provisions of the NRSWA:

- 1.1 section 51 (*Prohibition of unauthorised street works*):
- 1.1.1 prepare for issue by TfL directions required pursuant to section 51(4) (*Prohibition of unauthorised street works*) and advise TfL on the necessity for the same;
 - 1.1.2 if the Statutory Undertaker fails to comply with the directions in paragraph 1.1, Project Co shall, if required by TfL, arrange the removal of unauthorised Apparatus from the Project Roads;
 - 1.1.3 if TfL removes unauthorised Apparatus, Project Co shall assist as necessary in recovering the costs of such removal from the Statutory Undertaker;
- 1.2 section 53 (*The street works register*): provide TfL (or to the keeper of the street works register if another party) such information as may be prescribed pursuant to section 53 and such other information of which it becomes aware which is eligible for registration and make such payment or payments as TfL may require pursuant to section 53(5);
- 1.3 section 55 (*Notice of starting date of works*): assist TfL as appropriate in issuing consents to be given pursuant to section 55(4) to the Statutory Undertakers and advise TfL on the necessity for the same;
- 1.4 section 56 (*Power to give directions as to timing of street works*) and section 56A (*Power to give directions as to placing of apparatus*): assist TfL as appropriate in giving directions under section 56(1) and section 56(4) and section 56A(1) as to the timing of street works and placing of apparatus to comply with the codes of practice and advise TfL on the necessity for the same;
- 1.5 section 58 (*Restriction on works following substantial road works*):
- 1.5.1 prepare for issue by TfL or the relevant street authority appropriate notices to be given restricting street works following substantial road works and advise TfL on the necessity for the same;
 - 1.5.2 advise TfL on reinstatement of unauthorised works pursuant to section 58(6); and
 - 1.5.3 advise TfL on costs incurred in reinstating the highway and assist TfL in recovering such sums from the Statutory Undertakers;
- 1.6 section 58A (*Restriction on works following substantial street works*):

- 1.6.1 prepare for issue by TfL or the relevant street authority appropriate notices to be given under paragraph 2 (*Notice by authority of proposed restriction*) of Schedule 3A (*Restriction on works following substantial street works*) and advise TfL on the necessity for the same; and
 - 1.6.2 prepare for issue by TfL or the relevant street authority appropriate directions to be given under paragraph 3 (*Completion of notified works*) and paragraph 4 (*Direction restricting further works*) of Schedule 3A (*Restriction on works following substantial street works*) and advise TfL on the necessity for the same;
- 1.7 section 59 (*General duty of street authority to co-ordinate works*) and section 60 (*General duty of undertakers to co-operate*):
- 1.7.1 cooperate with and assist TfL with regard to the co-ordination of the execution of works of all kinds affecting the Project in the manner set out in section 59(1)(a), section 59(1)(b) and section 59(1)(c);
 - 1.7.2 cooperate with and assist TfL with regard to the steps necessary to ensure co-ordination with other Street Authorities pursuant to section 59(2);
 - 1.7.3 advise TfL if a Street Authority is not discharging its general duty of co-ordination and assist TfL as necessary on steps which need to be taken in consequence;
 - 1.7.4 assist TfL as necessary in issuing directions pursuant to section 59(5) and advise TfL on the necessity for the same;
 - 1.7.5 assist TfL as necessary in complying with directions or further directions given pursuant to section 59(6); and
 - 1.7.6 advise TfL if a Statutory Undertaker has failed to comply with section 60(1) and section 60(2) and assist and advise on steps which may be taken in consequence;
- 1.8 section 61 (*Protected Streets*): assist TfL, if required by TfL, in issuing consent to place Apparatus in a protected street;
- 1.9 section 62 (*Supplementary provisions as to designation of protected streets*): prepare for issue by TfL appropriate notices, consents or directions in accordance with section 62(2), section 62(3) and section 62(4) to Statutory Undertakers and advise TfL on the necessity for the same;
- 1.10 section 63 (*Streets with special engineering difficulties*): assist TfL, if required by TfL, in issuing consent to place Apparatus in a street with special engineering difficulty;
- 1.11 section 65 (*Safety measures*): advise TfL if a Statutory Undertaker has failed to comply with section 65(1), section 65(2) or section 65(5) and:
- 1.11.1 advise on steps which need to be taken in consequence;
 - 1.11.2 advise TfL on costs incurred in taking such steps; and
 - 1.11.3 assist TfL as necessary in recovering such costs from the Statutory Undertaker;

- 1.12 section 66 (*Avoidance of unnecessary delay or obstruction*):
- 1.12.1 prepare for issue by TfL appropriate notices to be given to Statutory Undertakers requiring them to take steps to mitigate or discontinue obstructions and advise TfL on the necessity for the same; and
 - 1.12.2 advise TfL if Statutory Undertakers fail to comply with notices served under section 66(3) and advise on steps which should be taken in consequence and assist TfL in recovering costs incurred in consequence of the Statutory Undertakers' failure;
- 1.13 section 68(1) (*Facilities to be afforded to street authority*): inform TfL if a Statutory Undertaker has not complied with their duties under the NRSWA;
- 1.14 section 70 (*Duty of undertaker to reinstate*): assist TfL, if required by TfL, in identifying reinstatements;
- 1.15 section 71 (*Materials, workmanship and standard of reinstatement*): assist TfL, if required by TfL, in identifying reinstatement materials;
- 1.16 section 72 (*Powers of street authority in relation to reinstatement*):
- 1.16.1 liaise with TfL and carry out such agreed investigatory works as may be necessary to ascertain whether Statutory Undertakers have complied with their duties with respect to reinstatement and advise TfL accordingly;
 - 1.16.2 assist TfL as appropriate in issuing notices pursuant to section 72(3) and advise TfL on the necessity for the same;
 - 1.16.3 liaise with and advise TfL on the necessity to carry out works pursuant to section 72(4);
 - 1.16.4 if required by TfL, arrange the carrying out of works pursuant to section 72(4) as agreed and notify TfL of the costs of such works;
 - 1.16.5 assist TfL in recovering such costs from the Statutory Undertakers; and
 - 1.16.6 where reasonably requested by TfL, prepare for issue by TfL appropriate notices pursuant to section 72(4);
- 1.17 section 73 (*Reinstatement affected by subsequent works*): assist TfL, if required by TfL, in identifying reinstatements and requirements under prescribed performance standards;
- 1.18 section 74 (*Charge for occupation of the highway where works unreasonably prolonged*): in accordance with the regulations in force and made, from time to time, under section 74 and section 74A (*Charge determined by reference to duration of works*) of the NRSWA assist TfL as necessary in serving appropriate notices, consents or directions to Statutory Undertakers and advise TfL on the necessity for the same;
- 1.19 section 79 (*Records of location of apparatus*): assist TfL, if required by TfL, by providing information and details of any Apparatus laid by Project Co or Statutory Undertakers during the course of any of the Works;

Part 5 – Other Services

- 1.20 section 80 (*Duty to inform undertakers of location of apparatus*): inform TfL, if required by TfL, by providing information and details of any unidentified Apparatus discovered during the course of any works by Project Co;
- 1.21 section 81 (*Duty to maintain apparatus*):
- 1.21.1 check that the Statutory Undertakers' Apparatus is being properly maintained and advise TfL accordingly;
 - 1.21.2 if the Apparatus is not being properly maintained then advise TfL whether emergency works need to be executed in consequence of such failure;
 - 1.21.3 if required by TfL arrange the carrying out of such emergency works;
 - 1.21.4 assist TfL in recovering sums pursuant to section 81(5); and
 - 1.21.5 in such circumstances prepare for issue by TfL appropriate notices pursuant to section 81(6);
- 1.22 section 82 (*Liability for damage or loss caused*):
- 1.22.1 advise TfL if any of the events described in section 82(2) occur; and
 - 1.22.2 assist TfL in recovering sums pursuant to section 82(1); and
- 1.23 section 90 (*Provisions as to reinstatement of sewers, drains or tunnels*): where sewers, drains or tunnels are owned by TfL:
- 1.23.1 assist TfL and prepare for issue (by TfL) appropriate notices to Statutory Undertakers requiring them to carry out remedial works to sewers drains or tunnels owned by TfL, and advise TfL on the necessity for the same;
 - 1.23.2 advise TfL on what works need to be carried out in consequence of a failure by a Statutory Undertaker to comply with such notices, and if required by TfL, arrange the carrying out of such works;
 - 1.23.3 assist TfL in recovering the costs of such works;
 - 1.23.4 where the Statutory Undertaker has failed to comply with its duties to reinstate and this is causing a danger to the users of the street, advise TfL accordingly;
 - 1.23.5 advise TfL on what works need to be carried out in consequence of paragraph 1.23.4 and, if required by TfL, arrange the carrying out of such works;
 - 1.23.6 assist TfL in recovering the costs of such works from the Statutory Undertaker; and
 - 1.23.7 where reasonably requested by TfL, prepare for issue by TfL appropriate notices pursuant to section 90(3);
- 1.24 section 95 (*Offences*): assist TfL, if required by TfL, in identifying if prosecutions or fixed penalty notices (section 95A (*Fixed penalties for certain offences under this Part*)) should be issued in respect of any works or notices received by TfL;

- 1.25 assist and advise TfL on the granting of Street Works Licences, including the preparation for issue by TfL of such licences in such form as TfL may from time to time authorise, such licences not to extend beyond the Contract Period; and
- 1.26 participate in or, if so instructed by TfL, conduct any conciliation or arbitration brought by or against TfL under the NRSWA.

2. Other services in respect of other legislation

Project Co shall in respect of the Works and Project Facilities carry out the following services:

- 2.1 assist and advise TfL as necessary in connection with obtaining any orders pursuant to the Road Traffic Regulations Act 1984 which are to be charged to Statutory Undertakers and to enable TfL to recover the same directly from the Statutory Undertakers;
- 2.2 assist and advise TfL as necessary in discharging its functions conferred as Street Authority for a street under Regulation 3 and 4 of the Street Works (Maintenance) Regulations 1992 (SI 1992/1691) (*Street Authority's power to execute works to enable it to inspect Statutory Undertaker's Apparatus and to execute any emergency works needed*);
- 2.3 assist and advise TfL as necessary in discharging its functions conferred as Street Authority or as Highway Authority by or under any of the following provisions of the Street Works (Registers, Notices, Directions and Designations) Regulations 2007 :
 - 2.3.1 regulation 4 (*Street works registers*) and regulation 5 (*Prescribed notice*);
 - 2.3.2 regulation 6 (*Prescribed manner of service of notices*);
 - 2.3.3 regulation 9 (*Notice of starting date of works*);
 - 2.3.4 regulation 10 (*Procedure for giving directions under section 56 or section 56A*);
 - 2.3.5 regulation 14(3) (*Designation of streets as protected*); and
 - 2.3.6 regulation 15(3) (*Designation of streets as streets as having special engineering difficulties*).