

## Transport Policy

Victoria Quay, Edinburgh EH6 6QQ  
T: 0131-244 [REDACTED]



Dominic Booth  
Managing Director  
ScotRail Alliance  
Network Rail  
151/155 St Vincent Street  
GLASGOW  
G2 5NJ

Your ref:

Our ref: TAWS Order application  
11 September 2015

Date: 31<sup>st</sup> March 2017

Dear Mr Booth

### **TRANSPORT AND WORKS (SCOTLAND) ACT 2007 THE NETWORK RAIL (GLASGOW QUEEN STREET STATION) ORDER 201[7]**

1. This letter contains the Scottish Ministers' decision on the draft Order listed below in connection with redevelopment of Glasgow Queen Street Station (the "Project").

#### **Background**

2. Network Rail Infrastructure Ltd (the "Promoter") applied on 11<sup>th</sup> September 2015 for an Order under section 4 of the Transport and Works (Scotland) Act 2007 ("TAWS") to authorise works for improvements at the Glasgow Queen Street Station. This was published as the proposed Network Rail (Glasgow Queen Street Station) Order. An Environmental Statement accompanied the application, which was later updated by an Addendum that was published in April 2016 to reflect new circumstances and information that had arisen since the TAWS Order application was submitted in September 2015, as a result of changes to the Buchanan Galleries redevelopment programme.

3. The Promoter also sought a direction from Scottish Ministers that planning permission should be deemed to be granted for the works to be authorised by the Order.

4. Following the publication of the Notice in the Gazette on 11<sup>th</sup> September 2015 and objection period for the TAWS Order application, Listed Building and Conservation Area consents for the Project, thirteen objections were received by the TAWS Unit, which resulted in the need for a Public Local Inquiry (PLI).

5. On 26<sup>th</sup> November 2015 the case was handed over to the Scottish Government Directorate for Planning and Environmental Appeals ("DPEA") who are responsible for arranging, and the holding of PLI's.

6. The PLI for the Project was held between 9<sup>th</sup> – 25<sup>th</sup> May 2016, and conducted by two Reporters appointed by the Scottish Ministers, Karen Heywood (Assistant Chief Reporter) and Robert Seaton (Reporter). In the

lead up to and during the course of the PLI, a number of objectors withdrew or partially withdrew their objections.

7. The PLI considered the following matters:

- a) the proposed Network Rail (Glasgow Queen Street Station) Order, to be made under sections 1(1), 2(1), (3) and (4) and 28(6) of, and paragraphs 1 to 5, 7, 8, 10, 11, 17 and 18 of schedule 1 of the Transport and Works (Scotland) Act 2007;
- b) a direction as to deemed planning permission for the development provided for under section 15 of the Transport and Works (Scotland) Act 2007 and in accordance with section 57 of the Town and Country Planning (Scotland) Act 1997; and
- c) Listed Building Consent and Conservation Area Consent made to Glasgow City Council (“the Planning Authority”) under the Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997 in connection with the proposed works which were subsequently called in by Scottish Ministers for their own determination.

8. A copy of the Inquiry Report is enclosed.

### **Evidence at the Inquiry**

9. The factual background to the Project is contained in Chapter 1 of the Report. The evidence led by the parties to the inquiry is reported in Chapters 2 - 4, and the Reporter’s suggested conditions, conclusions and recommendations in Chapters 5 and 6. Those who appeared at the inquiry are listed in Appendix 5.

### **Post Inquiry Correspondence**

10. On 1<sup>st</sup> February 2017, the Scottish Ministers circulated a modified draft TAWS Order, together with draft planning conditions and Order plans to the Promoter and the parties who objected to the application for the purposes of clarifying certain matters before a decision. Ministers invited comments on the modified draft TAWS Order, draft planning conditions and Order plans.

11. Ministers received five responses on the modified draft TAWS Order by the due date of 17<sup>th</sup> February 2017. Ministers also sought clarification from the Reporters on two final matters arising from the PLI Report, writing to the Reporters on 9<sup>th</sup> March 2017. Those matters were-

- i) the potential consequences of the removal of schedule 7 from the Order by an amendment to article 19 proposed by the Reporters; and
- ii) three separate issues relating to the operation of the proposed multi-stage consent provisions for reserved matters.

12. The Reporters reported back to the Scottish Ministers on 20<sup>th</sup> March 2017.

13. A copy of all correspondence in relation to PLI process is published on the DPEA's case file for the PLI at-

14. <https://www.dpea.scotland.gov.uk/CaseDetails.aspx?ID=117121>

## **Consideration by the Reporters**

15. Environmental Impacts

### 15.1. Air Quality

15.1.1. The Scottish Ministers agree with the Reporters that the Project has the potential to generate local air quality impacts during the demolition and construction phase. The Environmental Statement Addendum takes account of the Millennium Hotel as a high sensitivity receptor. Ministers consider the air quality assessment presented in the Environmental Statement and the Addendum to be competent and thorough. No residual significant air quality effects were predicted as a result of the Project following consideration of the dust control measures contained in the Code of Construction Practice (CoCP).

### 15.2. Built Heritage

15.2.1. The Environmental Statement identified significant direct adverse impacts during demolition and construction phases of the development on the listed buildings at the station and Cathedral Street Bridge and on the Millennium Hotel on account of the direct alterations and risk to the fabric of the historic buildings. Significant effects were also identified for Merchants' House on George Square as a consequence of the alteration of its setting. Following completion, significant beneficial effects for the station building, the hotel and the Merchants' House were identified.

15.2.2. The Reporters accept the assessment of effects upon built heritage, but have included a requirement to provide, as part of the CoCP, an environmental management plan which would include measures to protect the fabric of historic buildings during demolition and construction, subject to the planning authority's approval. The Scottish Ministers agree with the Reporters' assessment of this aspect of development and their recommendations.

### 15.3. Station Users

15.3.1. During the demolition and construction phases, the Environmental Statement predicts significant effects on public transport caused by the 21-month partial closure of West George Street and its four-week full closure, resulting in likely delays to bus and taxi services and (for the full closure) lengthening of bus journeys. There would also be a significant effect on bus-train interchange as a consequence of removal of the West George Street bus stops and taxi rank, with the result that passengers would have longer journeys when changing transport mode. It is predicted the provision of an alternative taxi rank would mean there would be no significant effect on those arriving at the station by taxi. The effect upon journey quality for travellers passing through the station is predicted to be significantly adverse during

demolition and construction, including significant effects on traveller care, on views and in terms of increased stress.

15.3.2. In mitigation of this, a traffic management plan is proposed with measures to minimise disruption, including disruption to public transport. As part of this, the provision of temporary replacement bus stops is planned. A communications strategy is also proposed as part of the draft CoCP to inform station users of progress in construction and address concerns. The CoCP would also include requirements to screen construction sites from station users.

15.3.3. The Reporters accepted the assessment made of the effects on station users, with a recommendation that provision of a transport management plan be implemented together with a communications strategy and measures to mitigate the impact of the construction site on visual amenity, noise, vibration and air quality. The Reporters have also recommended, as part of the CoCP, a scheme to minimise cumulative effects of construction by coordinating with developers of developments identified to have a cumulative effect. The Scottish Ministers agree with the Reporters' assessment of this aspect of development and their recommendations.

#### 15.4. Noise and Vibration

15.4.1. Through the use of best practicable means, ensured through a contractual requirement for contractors to comply with a CoCP, noise and vibration impacts would be mitigated as far as practicable. No residual significant adverse effect of noise or vibration during demolition, construction or operation of the Project was identified in the Environmental Statement.

15.4.2. However, the Environmental Statement Addendum considered the Millennium Hotel remaining open during the demolition and construction works. The study showed that the effects at the hotel would remain significant and could not be fully mitigated by on-site means. Therefore, noise insulation is to be offered to the hotel, subject to listed building consent. No other significant residual or cumulative effect due to noise or vibration was identified in the Addendum.

15.4.3. The Reporters recommended a planning condition to identify normal working hours and specify exceptions from normal hours and the procedure by which they may be approved, and also a requirement for a noise management plan and a scheme for community liaison to ensure occupants of noise sensitive properties are informed of works that might affect them. The Scottish Ministers agree with the Reporters' assessment and their recommendation.

#### 15.5. Traffic and Transport

15.5.1. The Environmental Statement identified no significant effects on traffic and transport, even when the construction phase coincides with the construction of the first phase of Buchanan Galleries. The Reporters accepted this assessment. A transport management plan is proposed to minimise such effects as there are of the proposed development. The Reporters recommend that the submission for approval of the transport management plan and its

implementation as approved is required by a recommended planning condition. The Scottish Ministers agree with the Reporters' assessment and their recommendation.

#### 15.6. Townscape and Visual

15.6.1. No significant effects are predicted on townscape or visual amenity either during the demolition and construction phase or following completion. The Reporters accept this assessment. The Scottish Ministers agree with the Reporters' view on this matter.

#### 15.7. Mitigation Measures proposed by the Promoter

15.7.1. The Environmental Statement sets out a comprehensive list of mitigation measures to be put in place to reduce potential environmental impacts arising from the Project. A CoCP will be submitted to and approved by the planning authority prior to development commencing. The CoCP will include such practices as appointing an environmental clerk of works to monitor compliance with the CoCP, restrictions on working hours, a scheme for community liaison, a traffic management plan and an environmental management plan.

#### 15.8. Adequacy of Environmental Statement

15.8.1. With regard to the assertion by Archyfield Ltd that the Environmental Statement contains flaws, the Reporters have agreed with the evidence presented by Network Rail. However, they did not find it appropriate to grant consent that would provide authority for future works that might follow the station redevelopment Project and therefore went on to recommend amendments to the Order so that the authorisation granted is solely for the station's redevelopment and works ancillary to that. The Reporters considered that these amendments would address Archyfield's concern in respect of environmental assessment of ancillary works. The Scottish Ministers have considered the Environmental Statement and have complied with their obligations under section 8 of the TAWS Act in respect of the objections related to the environmental statement. The Scottish Ministers agree with the Reporters' assessment and the recommendation.

### **The Scottish Ministers' Decision**

16. The Scottish Ministers, having carefully considered all of the evidence presented to the inquiry, including written submissions, have accepted the Reporters' findings of fact and their reasoning and recommendations that the Order should be made, subject to the conditions to be attached to the deemed planning permission contained in Appendix 2 of the report; and the detailed amendments contained in Appendix 4 of the report. Ministers do not disagree with any of the Reporters' recommendations although have made certain minor variations in order modifications from those proposed by the promoters following the PLI.

17. In accordance with section 11(2)(b) of the TAWS Act, **the Scottish Ministers have therefore determined that they shall make an Order under section 1 of the TAWS Act shown in Annex I, as modified in accordance**

with the modifications set out in Annex II to this letter, for the reasons set out in this letter and in the final column of the table in Annex II. The Scottish Ministers also determine that planning permission be deemed to be granted for the scope of works authorised by the Order and subject to the set of conditions set out in Annex III to this letter, for the reasons set out in Annex III. The Scottish Ministers shall, in accordance with section 12(1) of the TAWS Act, give notice of the making of the Order to the applicant and to every person who made an objection and will publish notice to that effect in the Edinburgh Gazette. The Promoter is similarly required to publish a notice in the local press.

18. A certified copy of the final Order is enclosed in **Annex I**. You are required to lay a copies of the final Order, Maps, Plans and of the Book of Reference before Parliament in terms of section 12(13) of the TAWS Act once the notice has been published in the Edinburgh Gazette

19. Separate letters have been issued from the Minister for Local Government and Housing in relation to the associated Listed Building Consent and Conservation Area Consent.

#### **Information Regarding the Right to Challenge the Validity of the Decision**

20. The foregoing determination by the Scottish Ministers is final but any person wishing to question the validity of the Order, or of any provision contained in it, on the ground that it is either not within the powers of the TAWS Act or that any requirement imposed by or under that Act has not been complied with, may do so by application to the Court of Session. Such an application must be made within the period of 42 days beginning with the date on which the notice of the making of the Order is published in the Edinburgh Gazette.

#### **Availability of Decision and Report of the Inquiry**

21. Copies of this letter and the PLI report are being sent to all parties who appeared or were represented at the inquiry and to all those who made objections or representations within the objection period. The report is available on the TAWS website <http://www.transport.gov.scot/transport-and-works-scotland> and paper copies can be obtained by telephoning 0131 244 7723 or email [Taws\\_Unit@gov.scot](mailto:Taws_Unit@gov.scot)

Yours sincerely

  
  
Director Transport Policy  
Transport Scotland

## ANNEX I





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SCOTTISH STATUTORY INSTRUMENTS

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**2017 No. 100**

**TRANSPORT AND WORKS**

**TRANSPORT**

**The Network Rail (Glasgow Queen Street Station) Order 2017**

*Made* - - - -

*30th March 2017*

*Coming into force* - -

*11th April 2017*

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The Scottish Ministers make the following Order in exercise of the powers conferred by sections 1(1), 2(1), (3) and (4) and 28(6) of, and paragraphs 1 to 5, 7, 8, 10, 11, 17 and 18 of schedule 1 of, the Transport and Works (Scotland) Act 2007(a) and all other powers enabling them to do so.

In accordance with rules(b) made under section 4 of that Act, an application for this Order has been made to them.

They have caused an inquiry to be held under section 9(1) of that Act and in accordance with section 8(4) of that Act they have taken into consideration the report of the persons who held the inquiry.

In accordance with section 11(2)(b) of that Act they have determined to make this Order.

## PART 1

### PRELIMINARY

#### **Citation and commencement**

**1.** This Order may be cited as the Network Rail (Glasgow Queen Street Station) Order 2017 and comes into force on 11th April 2017.

#### **Interpretation**

**2.—(1)** In this Order—

- “the 1845 Act” means the Railways Clauses Consolidation (Scotland) Act 1845(c);
- “the 1845 Lands Act” means the Lands Clauses Consolidation (Scotland) Act 1845(d);
- “the 1963 Act” means the Land Compensation (Scotland) Act 1963(e);
- “the 1984 Act” means the Roads (Scotland) Act 1984(f);
- “the 1991 Act” means the New Roads and Street Works Act 1991(g);
- “the 1997 Act” means the Town and Country Planning (Scotland) Act 1997(h);
- “the 2003 Title Act” means the Title Conditions (Scotland) Act 2003(i);
- “the 2003 Land Act” means the Land Reform (Scotland) Act 2003(j);

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(a) 2007 asp 8.  
(b) See the Transport and Works (Scotland) Act 2007 (Applications and Objections Procedure) Rules 2007 (S.S.I. 2007/570), rules 7 to 13.  
(c) 1845 c.33.  
(d) 1845 c.19.  
(e) 1963 c.51.  
(f) 1984 c.54.  
(g) 1991 c.22.  
(h) 1997 c.8.  
(i) 2003 asp 9.  
(j) 2003 asp 2.

“the 2007 Act” means the Transport and Works Scotland Act 2007(a);

“the 2011 Regulations” means the Town and Country Planning (Environmental Impact Assessment) (Scotland) Regulations 2011(b);

“the authorised works” means the scheduled works and any other works authorised by this Order with the exception of safeguarding works carried out under article 14;

“building” includes any structure or erection or any part of a structure or erection;

“construction” includes execution, placing, alteration and reconstruction and demolition; and

“construct” and “constructed” have corresponding meanings;

“date of completion of the authorised works” means for the purposes of articles 11(1), 14(3)(b), 14(6)(b), 19(3)(b) and 43 the date on which the new station building is fully opened to the public following completion of its construction;

“deemed planning permission” means planning permission deemed to have been granted under section 57(2A) of the 1997 Act in respect of the authorised works;

“enactment” includes any order, byelaw, rule, regulation, scheme or other instrument having effect by virtue of an enactment;

“environmental statement” means the environmental statement, dated 11th September 2015, that was one of the documents that accompanied the application for this Order;

“ES addendum” means the document dated 4th April 2016 which was submitted by Network Rail in the course of the inquiry into this Order as an addendum to the environmental statement; “functions” includes powers, duties and obligations;

“maintain” includes inspect, repair, adjust, alter, remove, reconstruct, renew and replace; and

“maintenance” is to be construed accordingly;

“Network Rail” means Network Rail Infrastructure Limited (company No. 02904587) whose registered office is at 1 Eversholt Street, London NW1 2DN or any subsidiary of that company;

“operational land” has the meaning given by section 215 of the 1997 Act;

“Order limits” means the limits so described on the Order plans;

“Order plans” means the plans certified by the Scottish Ministers as the Order plans for the purposes of this Order and deposited at the offices of the Scottish Ministers, Victoria Quay, Edinburgh, EH6 6QQ;

“partial acquisition” means an acquisition of part only of—

(a) any house, building or factory; or

(b) any land consisting of a house with a park or garden,

where a person is able to sell the whole of the house, building, factory or land;

“real burdens” has the same meaning as in the 2003 Title Act;

“road” has the meaning given by section 107 of the 1991 Act;

“the road works authority” has the meaning given by section 108 of the 1991 Act;

“the roads authority” has the meaning given by section 151(1) of the 1984 Act;

“the scheduled works” means the works specified in schedule 1, or any part of them;

“the tribunal” means the Lands Tribunal for Scotland; and

“works” includes operations.

(2) References to numbered plots are to the plots shown with those numbers on sheet number 2 of the Order plans.

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(a) 2007 asp 8.

(b) S.S.I. 2011/139.

### **Application of Railways Clauses Acts**

3.—(1) The following Acts are incorporated with this Order (so far as applicable for the purposes of and not inconsistent with, or varied by, the provisions of this Order)—

- (a) the 1845 Act except sections 1, 7 to 23, 25 to 37, 40 to 50, 52 to 56, 58, 59, 66, 68, 79, 80, 87, 88, 105 and 106; and
- (b) the Railways Clauses Act 1863(a), section 12 only.

(2) In construing the enactments incorporated with this Order—

- (a) this Order is deemed to be the special Act;
- (b) Network Rail is deemed to be the promoter of the undertaking or the company;
- (c) the authorised works are deemed to be the works or the undertaking;
- (d) section 60 of the 1845 Act has effect with the omission of the words from “Such and” to “formation thereof” and from “together with all necessary gates” to “all necessary stiles”.

## **PART 2**

### **WORKS PROVISIONS**

#### **Power to carry out scheduled works**

4. Network Rail may carry out the scheduled works.

#### **Power to construct ancillary works**

5.—(1) Subject to paragraph (2), Network Rail may construct such of the works described in schedule 2 as may be necessary or expedient for the purposes of, in connection with or in consequence of the construction of the authorised works.

(2) Paragraph (1) only authorises the construction of works—

- (a) within plots 2A, 2B and 2C, to the extent and for the purposes set out in Part 3 of schedule 8;
- (b) in any other case, within the Order limits; and
- (c) which in either case are either—
  - (i) within the scope of the environmental impact assessment reported in the environmental statement or ES addendum; or
  - (ii) multi-stage works.

(3) In this article, “multi-stage works” means works authorised by this Order that, in terms of a condition imposed on deemed planning permission require the approval, consent or agreement of the relevant planning authority before all or part of the development permitted by deemed planning permission may be begun.

#### **Access to works**

6.—(1) Network Rail may, for or in connection with the authorised works, form and lay out new means of access, or improve existing means of access, to or from any public road in such location or locations within the Order limits as may be approved by the roads authority.

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(a) 1863 c.92.

(2) Network Rail may, in addition, from time to time provide temporary means of access to Glasgow Queen Street Station from Buchanan Street, via Dundas Lane and Dundas Street, and from North Hanover Street, and may for that purpose provide signage—

- (a) in any of those streets and in West George Street, George Square and Queen Street; and
- (b) after consultation with the roads authority, in any other street.

(3) Approval of the roads authority under paragraph (1) must not be unreasonably withheld and is deemed to be given unless within 14 days of the roads authority receiving Network Rail's written request for approval Network Rail receives notification in writing that the roads authority is withholding consent; and article 34 does not apply to any such approval.

(4) Any question whether an approval has been unreasonably withheld must, unless the parties otherwise agree, be determined by arbitration.

### **Rights in roads and public places**

7.—(1) Network Rail may—

- (a) enter upon and appropriate so much of the subsoil of, or air-space over, any road or public place within the Order limits as may be required for the purposes of exercising the powers conferred by this Order;
- (b) execute any works required for or incidental to the exercise of those powers; and
- (c) use the subsoil or air-space for those purposes or any other purpose connected with or ancillary to its railway undertaking.

(2) Subject to paragraph (3), the powers conferred by paragraph (1) may be exercised in relation to a road or public place without Network Rail being required to acquire any part of the road or place or any servitude or other right in relation to it.

(3) Paragraph (2) does not apply in relation to—

- (a) any subway or underground building; or
- (b) any cellar, vault, arch or other construction in or on a road which forms part of a building fronting onto the road or public place.

(4) In exercise of the powers of paragraph (1) Network Rail may break up or open the road or public place, or any sewer, drain or tunnel under it, may tunnel or bore under the road and may remove and use the soil or other materials in or under it.

(5) Network Rail is not required to pay compensation for the exercise of the powers conferred by paragraph (1) to the roads authority in respect of a public road or to any authority in which any public place is vested.

(6) Any person other than an authority mentioned in paragraph (5) who—

- (a) is an owner or occupier of land in respect of which the power conferred by paragraph (1) is exercised without Network Rail acquiring any part of that person's interest in the land; and
- (b) suffers loss by reason of the exercise of that power,

is entitled to compensation to be determined, in case of dispute, under the 1963 Act.

### **Application of the 1991 Act**

8.—(1) Works to which paragraph (2) applies are to be treated for the purposes of Part IV of the 1991 Act as major works for roads purposes if—

- (a) they are of a description mentioned in any of paragraphs (a) to (d), (f) and (g) of section 145(3) of that Act (which defines what roads authority works are major works for roads purposes); or
- (b) they are works which, had they been executed under the powers of the roads authority, might have been carried out in exercise of the powers conferred by section 27 (dual

carriageways, roundabouts and refuges) or 63 (new access over verges and footways) of the 1984 Act.

(2) Subject to paragraph (3), this paragraph applies to any authorised work where the construction of the work involves the execution of road works in relation to a road which consists of or includes a carriageway.

(3) In Part IV of the 1991 Act, references, in relation to major works for roads purposes, to the “roads authority concerned” are to be construed, in relation to the works which are major works for roads purposes by virtue of paragraph (1), as references to Network Rail.

(4) The following provisions of the 1991 Act do not apply in relation to any works executed under the powers conferred by this Order—

- (a) section 115 (directions as to timing);
- (b) section 115A (power to give directions as to placing of apparatus);
- (c) section 117 (restrictions following substantial road works);
- (d) section 120 (protected roads); and
- (e) section 122 (roads with special engineering difficulties).

#### **Roads (Scotland) Act 1984: disapplications**

9. The following provisions of the 1984 Act do not apply to the construction of the authorised works or anything done under the powers of this Order in connection with the construction of the authorised works—

- (a) sections 56 to 61A (works and excavations); and
- (b) section 85 (control of builders’ skips on roads).

#### **Temporary stopping up, alteration or diversion of roads**

10.—(1) During and for the purposes of the execution of the authorised works Network Rail may temporarily stop up, alter or divert all or part of the roads within the Order limits (namely parts of West George Street, George Square, Dundas Street and Dundas Lane) and in so much of the road where these powers have been exercised may for any reasonable time—

- (a) divert traffic from the road;
- (b) subject to paragraph (3), prevent all persons from passing along the road; and
- (c) use the road as a temporary work site.

(2) Network Rail may in addition temporarily stop up each of the roads specified in columns (1) and (2) of schedule 3 to the extent specified (by reference to the letters and numbers shown on the relevant Order plans) in column (3) of that schedule.

(3) Network Rail must provide reasonable access for pedestrians going to or from premises abutting on a road affected by the exercise of the powers conferred by this article if there would otherwise be no such access.

(4) Network Rail must not exercise the powers conferred by this article without first consulting the road works authority.

#### **Traffic regulation**

11.—(1) Subject to the provisions of this article, Network Rail may, in connection with the exercise of the powers of this Order, at any time prior to the expiry of 12 months from the date of completion of the authorised works—

- (a) provide in the manner specified in Part 1 of schedule 4 for the waiting, loading and unloading without payment of service vehicles and vehicles of the emergency services on the road specified in columns (1) and (2) of that Part and as described in relation to the road in column (3);

- (b) make provision for the exemption, in the manner specified in Part 2 of schedule 4, from the existing prohibition of vehicular access on the road specified in columns (1) and (2) and as described in relation to the road in column (3);

provide in the manner specified in Part 3 of schedule 4 for the waiting, placing and use of mobile cranes and associated vehicles and equipment;

- (c) revoke in whole or in part any traffic regulation order in so far as the revocation is consequential on any prohibition, restriction or other provision made under this paragraph.

(2) Network Rail must not exercise the powers of this article unless it has given not less than 12 weeks' notice in writing of its intention so to do to the Assistant Chief Constable – Local Policing West of Police Scotland.

(3) Any prohibition, restriction or other provision made by Network Rail under this article—

- (a) has effect as if duly made by the traffic authority as a traffic regulation order; and
- (b) as regards provision made under paragraph (1)(c), does not require consent under section 58 of the 1984 Act (control of obstructions in roads),

and the instrument by which it is effected may specify exceptions to which the prohibition, restriction or other provision is subject.

(4) Any prohibition, restriction or other provision made under this article may be varied or revoked from time to time by subsequent exercises of the powers of this article by Network Rail during the period of 12 months referred to in paragraph (1) and, after that period, may be revoked.

(5) In this article “traffic regulation order” means a traffic regulation order made under the Road Traffic Regulation Act 1984(a).

### **Suspension of private rights of way**

**12.**—(1) Subject to paragraph (7), all private rights of way over land of which Network Rail takes temporary possession under article 19 will be suspended and unenforceable for as long as Network Rail remains in lawful possession of the land.

(2) All private rights of way over Citizen Lane (shown numbered S1 on the Order plans) will be suspended and unenforceable for as long as Anchor Lane is temporarily stopped up under article 10.

(3) Network Rail must compensate any person who suffers loss or damage arising from the suspension under this article of any private right of way to which that person is entitled.

(4) Any dispute as to a person's entitlement to compensation under paragraph (3), or as to the amount of the compensation is to be determined under the 1963 Act.

(5) This paragraph does not apply in relation to any right of way to which section 224 or 225 of the 1997 Act (extinguishment of rights of statutory undertakers etc.) applies.

(6) Paragraphs (1) and (2) have effect subject to any agreement made (whether before or after this Order comes into force) between Network Rail and the person entitled to the private right of way.

(7) Network Rail may, at any time before or after temporary possession of any land is taken, determine that any right of way specified in the determination is capable of being exercised, in whole or to such extent as may be specified in the determination, compatibly with the temporary use of the land under this Order, and in those circumstances paragraph (1) will not apply to that right or will only apply to the extent specified in the determination, as the case may be.

(8) Notice of a determination under paragraph (7) must be posted on the relevant land throughout the period that Network Rail remains in possession of the land.

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(a) 1984 c.27.



### **Discharge of water**

**13.**—(1) Network Rail may use any available watercourse or any public sewer or drain for the drainage of water, and for that purpose may—

- (a) lay down, take up and alter pipes; or
- (b) make openings into, and connections with the watercourse, public sewer or drain,

on any land within the Order limits.

(2) Network Rail must not discharge any water into any artificial watercourse, or any public sewer or drain, except with the consent of the person to whom it belongs; and such consent may be given subject to such terms and conditions as the person may reasonably impose but must not be unreasonably withheld and is deemed to be given unless within 14 days of the person receiving Network Rail’s written request for consent Network Rail receives notification in writing that the person to whom the artificial watercourse, public sewer or drain belongs is withholding consent.

(3) Network Rail must not make any opening into any public sewer or drain except in accordance with plans approved by, and under the superintendence (if provided) of, the person to whom the sewer or drain belongs, but such approval must not be unreasonably withheld and is deemed to be given unless within 14 days of the person receiving Network Rail’s written request for approval Network Rail receives notification in writing that the person to whom the sewer or drain belongs is withholding consent.

(4) Network Rail must take such steps as are reasonably practicable to secure that any water discharged under the powers conferred by this article is as free as may be practicable from gravel, soil or other solid substance, or oil or matter in suspension.

(5) Any difference under this article arising between Network Rail and the owner of an artificial watercourse or a public sewer or drain must, unless the parties otherwise agree, be determined by arbitration.

(6) In this article—

“public sewer or drain” means a sewer or drain which belongs to Scottish Water, a private provider who has made an agreement with Scottish Water under section 1(2)(b) of the Sewerage (Scotland) Act 1968(a) (duty of local authority to provide sewerage for their area) or a roads authority; and

“watercourse” includes all rivers, streams, ditches, drains, cuts, culverts, dykes, sluices, sewers and passages through which water flows except a public sewer or drain.

### **Safeguarding works to buildings**

**14.**—(1) Subject to the provisions of this article, Network Rail may at its own expense and from time to time carry out such works of the sort described in paragraph (2) as Network Rail considers to be necessary or expedient.

(2) The works referred to in paragraph (1) are safeguarding works, whether within or outside the Order limits, to any building situated wholly or partly on land within those limits.

(3) Safeguarding works may be carried out—

- (a) at any time before or during the construction of any part of the authorised works; or
- (b) at any time up to the end of the period of five years beginning with the date of completion of the authorised works.

(4) Schedule 5 has effect.

(5) Network Rail must compensate the owners and occupiers of any building or land in relation to which the powers conferred by this article and schedule 5 have been exercised for any loss or damage arising to them by reason of the exercise of those powers.

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(a) 1968 c.47.

(6) Where—

- (a) safeguarding works to a building are carried out under this article; and
- (b) within the period of 12 years after the date of completion of the authorised works it appears that the safeguarding works are inadequate to protect the building against damage caused by the construction or operation of the authorised works,

Network Rail must compensate the owners and occupiers of the building for any damage sustained by them.

(7) Nothing in this article relieves Network Rail from any liability to pay compensation under the Lands Clauses Acts.

(8) Any dispute as to a person's entitlement to compensation under paragraph (5) or as to the amount of compensation must be determined under the 1963 Act.

(9) In this article and schedule 5 "safeguarding works", in relation to a building, means—

- (a) underpinning, strengthening and any other works the purpose of which is to prevent damage which may be caused to the building by the construction, operation or maintenance of the authorised works; and
- (b) any works the purpose of which is to remedy any damage which has been caused to the building by the construction, operation or maintenance of the authorised works.

## PART 3

### LAND

#### *Powers of acquisition*

#### **Application of Lands Clauses Acts**

**15.**—(1) The Lands Clauses Acts, except sections 15, 16, 18, 20 to 60, 62 to 66, 83 to 88, 90, 116, 120 to 124, 130, 131, 135, 139, 142 and 143 of the 1845 Lands Act and the Lands Clauses Consolidation Acts Amendment Act 1860(a), are incorporated with this Order so far as applicable for the purposes of and not inconsistent with, or varied by, the provisions of this Order.

(2) In construing the Lands Clauses Acts as so incorporated—

- (a) this Order is deemed to be the special Act;
- (b) Network Rail is deemed to be the promoter of the undertaking or the company;
- (c) the authorised works are deemed to be the works or the undertaking;
- (d) section 81 of the 1845 Lands Act has effect as if the word "reasonable" were inserted before the first and third occurrences of the word "expenses" and before the word "charges"; and
- (e) section 89 of the 1845 Lands Act has effect as if after the words "or hinder the promoters of the undertaking from entering upon or taking possession of the same," there were inserted the words "or the land is unoccupied, or the owner is temporarily absent".

#### **Power to acquire land**

**16.** Network Rail is authorised to acquire compulsorily such of the land shown on the Order plans within the Order limits as—

- (a) is specified in columns (1), (2) and (3) of Part 1 of schedule 6; and
- (b) may be required for the purposes specified in relation to that land in column (4) of that Part.

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(a) 1860 c.106.

### **Acquisition of subsoil or rights**

**17.**—(1) In exercise of the powers conferred by article 16 Network Rail may, as regards any land authorised to be acquired under that section, compulsorily acquire—

- (a) so much of the subsoil of the land; or
- (b) such servitudes or other rights in, on or over the land,

as may be required for any purpose for which the land may be acquired under that section.

(2) Servitudes and other rights may be acquired under article 16 by creating them as well as by acquiring servitudes and other rights already in existence.

(3) Article 20 and paragraph 20 of schedule 15 to the 1997 Act (which provide in certain circumstances for the owner of the land to require the purchase of the whole rather than part of that property) do not apply to any compulsory acquisition under this article or under article 18.

(4) Subject to paragraphs (5) and (6), the Lands Clauses Acts, as incorporated with this Order, have effect with the modifications necessary to make them apply to the compulsory acquisition of new rights under this article or under article 18 as they apply to the compulsory acquisition of land.

(5) As so having effect, references in those Acts to land are to be treated as, or as including, references to new rights or to the land over which new rights are to be exercisable.

(6) Section 61 of the 1845 Lands Act (estimation of purchase money and compensation) applies to the compulsory acquisition of such a right as if for the words from “value” to “undertaking” there were substituted the words “extent (if any) to which the value of the land in or over which the right is to be acquired is depreciated by the acquisition of the right”.

### **Purchase of specific new rights over land**

**18.**—(1) In connection with the authorised works Network Rail may acquire compulsorily in, on or over any of the land shown on the Order plans within the Order limits and specified in columns (1), (2) and (3) of Part 2 of schedule 6, such servitudes or other new rights as it requires for the purposes mentioned in column (4) of that Part.

(2) The powers conferred by this article are additional to the powers conferred by article 16.

### **Temporary use of land for construction of works**

**19.**—(1) Network Rail may, in connection with the carrying out of the authorised works —

- (a) enter upon and take temporary possession of—
  - (i) plots 2A, 2B and 2C to the extent and for the purposes set out in Part 3 of schedule 8; and
  - (ii) any land within the Order limits for the purposes of the authorised works;
- (b) remove any apparatus or vegetation from that land;
- (c) remove any building from any land within the Order limits; and
- (d) construct temporary works (including the provision of apparatus or means of access) and buildings on the land.

(2) Not less than 28 days before entering upon and taking temporary possession of land under this article Network Rail must serve notice of the intended entry on the owners and occupiers of the land.

(3) Network Rail may not, without the agreement of the owners of the land, remain in possession of any land under this article—

- (a) in the case of plots 2A, 2B and 2C, except in accordance with Part 3 of schedule 8; and
- (b) in the case of any land within the Order limits, after the end of the period of one year beginning with the date of completion of the authorised works.

(4) Subject to paragraph (5), before giving up possession of land of which temporary possession has been taken under this article, Network Rail must—

- (a) in the case of plots 2A, 2B, and 2C, comply with any agreement made under paragraph 22 of schedule 8; and
- (b) subject to sub-paragraph (a), remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land; but Network Rail is not required to replace a building removed under this article.

(5) Paragraph (4) does not require Network Rail to restore—

- (a) (except under any agreement made under paragraph 22 of schedule 8) any works connected with boundary walls adjoining the authorised works;
- (b) any underpinning or strengthening works carried out under this Order; or
- (c) any permanent works for the provision of statutory undertakers' apparatus.

(6) Network Rail must compensate the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the powers conferred by this article.

(7) Any dispute as to a person's entitlement to compensation under paragraph (6), or as to the amount of the compensation, must be determined under the 1963 Act.

(8) Subject to article 25, nothing in this article affects any liability to pay compensation under any enactment in respect of loss or damage arising from the execution of any works, other than loss or damage for which compensation is payable under paragraph (6).

(9) Where Network Rail takes possession of land under this article, it is not required to acquire the land or any interest in it.

#### **Partial acquisition using notice to treat procedure**

**20.**—(1) A person may, within 28 days of service of a notice to treat in respect of a partial acquisition, object to the partial acquisition.

(2) An objection must—

- (a) be served on Network Rail;
- (b) state that the person is willing and able to sell to Network Rail the whole of the house, building, factory or other land concerned; and
- (c) identify the land that the person is so willing and able to sell.

(3) Network Rail must deal with an objection by—

- (a) agreeing to acquire the land identified in the objection by notifying the objector to that effect (in which case the notice to treat is deemed to cover the land identified in the objection, regardless of whether any of it is outwith the Order limits);
- (b) withdrawing the notice to treat by notifying the objector to that effect; or
- (c) referring the objection to the tribunal for determination under article 21 and notifying the objector that it has been so referred.

(4) If Network Rail fails to act under paragraph (3) within 3 months of an objection being served, the notice to treat is deemed to be withdrawn.

#### **Severance disputes (notice to treat procedure): Lands Tribunal**

**21.**—(1) The tribunal, on receiving a referral under article 20(3)(c), must consider—

- (a) in the case of a partial acquisition of a house, building or factory, if some or all of the land in the notice to treat (with or without some or all of the remainder of the land identified in the objection) can be acquired without material detriment to the remainder of the land identified in the objection;

- (b) in the case of a partial acquisition of a house with a park or garden, if some or all of the land in the notice to treat (with or without some or all of the remainder of the land identified in the objection) can be acquired without seriously affecting the amenity or convenience of the house.

(2) If the tribunal determines—

- (a) in the case of a partial acquisition of a house, building or factory, that all of the land in the notice to treat can be acquired without material detriment to the remainder of the land identified in the objection; or
- (b) in the case of a partial acquisition of a house with a park or garden, that all of the land in the notice to treat can be acquired without seriously affecting the amenity or convenience of the house,

the notice to treat is to have effect as originally served.

(3) If the tribunal does not determine as described in paragraph (2), it must determine the land which Network Rail ought to acquire, being—

- (a) some of the land in the notice to treat, or
- (b) some or all of the land in the notice to treat with the addition of some or all of the remainder of the land identified in the objection,

and the notice to treat is deemed to cover that land (regardless of whether any of it is outwith the Order limits).

(4) Network Rail may withdraw a notice to treat within 6 weeks of a tribunal determination under paragraph (3) by notifying the objector to that effect.

### *Compensation*

#### **Disregard of certain interests and improvements**

22.—(1) In assessing the compensation payable to any person on the acquisition from that person of any land under this Order, the tribunal must not take into account—

- (a) any interest in land; or
- (b) any enhancement of the value of any interest in land by reason of any building erected, works executed or improvement or alteration made on relevant land,

if the tribunal is satisfied that the creation of the interest, the erection of the building, the execution of the works or the making of the improvement or alteration was not reasonably necessary and was undertaken with a view to obtaining compensation or increased compensation.

(2) In paragraph (1) “relevant land” means—

- (a) the land acquired from the person concerned; or
- (b) any other land with which that person is, or was at the time when the building was erected, the works executed or the improvement or alteration made, directly or indirectly concerned.

#### **Set-off for enhancement in value of retained land**

23.—(1) In determining the amount of compensation or purchase money payable to any person in respect of an interest in land acquired under this Order, the tribunal must set off against the value of the land so acquired any increase in value of any contiguous or adjacent land belonging to that person in the same capacity which will accrue to that person by reason of the authorised works.

(2) For the purposes of this article any reduction in expenditure that would have been required in order to comply with an obligation under any enactment with respect to any land is to be treated as an enhancement in the value of an interest in the land.

**Compensation: partial acquisition etc**

**24.**—(1) Compensation for a partial acquisition must include compensation for any loss sustained by the owner due to the severance of the house, building, factory or other land (in addition to the value of the interest to be acquired).

(2) Where Network Rail withdraws a notice to treat under article 20(4), the owner of the land which was subject to that notice is entitled to be compensated for any loss arising as a result of the giving and withdrawing of the notice (with any dispute about entitlement to, or amount of, such compensation to be determined by the Lands Tribunal).

**No double recovery**

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

**Time limit for making compensation claims**

**26.** A claim for compensation in respect of land which is the subject of a general vesting declaration must be submitted within two years from the date on which Network Rail served notice under paragraph 4 of schedule 15 to the 1997 Act (notice stating the effect of the declaration).

*Supplementary*

**Power to enter land for survey, etc.**

**27.**—(1) Network Rail may, in relation to any land within the Order limits, for the purposes of this Order—

- (a) survey or investigate the land;
- (b) without prejudice to the generality of sub-paragraph (a), make trial holes in such positions as Network Rail thinks fit on the land to investigate the nature of the surface layer and subsoil and remove water and soil samples;
- (c) without prejudice to the generality of sub-paragraph (a), carry out archaeological investigations on the land;
- (d) take steps to protect or remove any flora or fauna on the land where the flora or fauna may be affected by the carrying out of the authorised works;
- (e) place on, leave on and remove from the land, apparatus for use in connection with the exercise of any power conferred by sub-paragraphs (a) to (d); and
- (f) enter on the land for the purpose of exercising any power conferred by sub-paragraphs (a) to (e).

(2) No land may be entered, or apparatus placed or left on or removed from land, under paragraph (1), unless—

- (a) on the first occasion at least seven days'; and
- (b) on subsequent occasions not less than three days',

notice has been served on every owner and occupier of the land.

(3) Any person entering land under this article on behalf of Network Rail—

- (a) must, if so required, produce written evidence of authority to do so; and
- (b) may enter with such vehicles and equipment as are necessary for the purpose of exercising any of the powers conferred by paragraph (1).

(4) No trial hole is to be made under this article in a carriageway or footway without the consent of the road works authority, but such consent must not be unreasonably withheld and is deemed to be given unless within 14 days of the road works authority receiving Network Rail's written

request for consent Network Rail receives notification in writing that the road works authority is withholding consent.

(5) Any question as to whether consent has been unreasonably withheld under paragraph (4) must, unless the parties otherwise agree, be referred to arbitration.

(6) Network Rail must pay compensation for any damage occasioned, by the exercise of the powers conferred by this article, to the owners and occupiers of the land.

(7) Any dispute as to a person's entitlement to compensation under paragraph (6), or as to the amount of compensation, must be determined under the 1963 Act.

(8) Section 89 of the 1845 Lands Act (as applied by incorporation of the Lands Clauses Acts) applies to entry on land under this article.

#### **Further powers of entry**

**28.**—(1) At any time after notice to treat has been served in respect of—

- (a) any land; or
- (b) any servitudes or other rights in, on or over land,

which may be purchased compulsorily under this Order, Network Rail may enter on and take possession of or use the land.

(2) No land may be entered under paragraph (1) unless at least 28 days' notice has been given to the owner and occupier of the land specifying the land, or part of the land, of which possession is to be taken or which is to be used.

(3) Any compensation payable for land of which possession is taken under this article, and interest on any such compensation awarded, is payable as if possession had been taken under paragraph 3 of schedule 2 to the Acquisition of Land (Authorisation Procedure) (Scotland) Act 1947<sup>(a)</sup>.

(4) Nothing in this article affects the operation of section 48 of the Land Compensation (Scotland) Act 1973<sup>(b)</sup>.

#### **Persons under disability may grant servitudes, etc.**

**29.**—(1) Persons empowered by the Lands Clauses Acts to sell, convey or otherwise dispose of land may grant to Network Rail a servitude, right or privilege required for any of the purposes of this Order in, over or affecting any such land.

(2) A person may not under this article grant a servitude, right or privilege of water in which persons other than the grantor have an interest.

#### **Time limit for exercise of powers of acquisition**

**30.**—(1) The powers conferred by articles 16 to 18 for the compulsory acquisition of land and new rights cease after five years beginning on the date on which this Order comes into force.

(2) The powers conferred by articles 16 to 18 for the compulsory acquisition of such land and servitudes or other rights are deemed for the purpose of this article, to have been exercised in relation to any land, servitude or right if before the expiry of five years beginning on the date on which this Order comes into force—

- (a) notice to treat has been served; or
- (b) a declaration has been executed under paragraph 1 of schedule 15 to the 1997 Act in respect of that land, servitude or right.

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(a) 1947 c.42.  
(b) 1973 c.56.

### **Time limit on validity of notices to treat**

31. Section 78 of the Planning and Compensation Act 1991(a) applies in relation to a notice to treat served under section 17 of the 1845 Lands Act as incorporated with this Order.

### **General vesting declarations**

32.—(1) Subject to paragraph (3), section 195 and schedule 15 of the 1997 Act (which make provision for the vesting of land subject to compulsory purchase orders) apply to the compulsory acquisition of land under this Order as if this Order were a compulsory purchase order so as to enable Network Rail to vest by general vesting declaration any land authorised to be compulsorily acquired under this Order.

(2) The notice required by paragraph 2 of that schedule (as so applied) must be a notice—

- (a) that this Order has come into force;
- (b) containing the particulars specified in sub-paragraph (1) of that paragraph;
- (c) published and served in accordance with the requirements of paragraphs 6 to 6C of the first schedule of the Acquisition of Land (Authorisation Procedure) (Scotland) Act 1947(b) (publication and service of notice of confirmation of compulsory purchase orders); and
- (d) given at any time after this Order comes into force.

(3) In its application to this Order paragraph 15 of schedule 15 to the 1997 Act has effect as if—

- (a) in sub-paragraph (2)(a), for the words “the statutory maximum” there were substituted the words “level 3 on the standard scale”; and
- (b) sub-paragraph (2)(b) was omitted.

## **PART 4**

### **MISCELLANEOUS AND GENERAL**

#### **Registration of new rights**

33.—(1) A servitude or other right acquired by Network Rail under articles 17 and 18 is to be treated, unless otherwise expressly stated in the instrument by which it is created, for all purposes as benefiting the land from time to time held by Network Rail for the purpose of its railway undertaking.

(2) Notwithstanding section 75 of the 2003 Title Act, where a servitude falls to be treated as mentioned in paragraph (1) above, the deed by which it is created is effective whether or not it is registered against the benefited property.

#### **Timetables for consultation and further decisions and consents**

34.—(1) Whenever Network Rail is required by this Order to consult before exercising a power under this Order, it may notify the consultee in writing that a response is required within a specified period which must not be less than 14 days after the notification, and in the absence of a response within that period Network Rail may exercise the power to which the notification relates.

(2) The timetable in paragraph (3) has effect as regards any application by Network Rail for, and the grant of—

- (a) approval of a matter specified in conditions relating to deemed planning permission, if the planning authority confirms that it is not required under regulation 27A of the 2011

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(a) 1991 c.34.

(b) 1947 c.42. Paragraphs 6A to 6C were inserted by the Title Conditions (Scotland) Act 2003 (asp 9), section 109, which was amended by SSI 2003/507.



Regulations (as inserted by article 38 of this Order) to seek additional information in respect of the application for approval of that matter;

- (b) any building warrant relating to the authorised works; and
- (c) any other consent where Network Rail and the consenting body agree in writing that this article is to apply.

(3) The timetable is as follows:—

<i>Action no.</i>	<i>Description</i>	<i>Latest date for action to take place</i>
1	Network Rail's application	
2	Consenting body's request (if any) for further information	7 days after action no. 1
3	Network Rail's response to action no. 2	7 days after action no. 2
4	Consenting body's decision	28 days after action no. 1.

(4) Unless otherwise agreed in writing by Network Rail and the consenting body, in the absence of a decision within the timetable in paragraph (3) Network Rail's application is to be deemed to have been granted.

(5) In this article—

“consent” includes anything (however called) that constitutes permission, approval or the grant of an application to which this article applies; and

“consenting body” means any body which has the function of giving consent.

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

35. The provisions of schedule 7 have effect in relation to the authorised works.

#### **Protective provisions**

36. Schedule 8 (which contains protective provisions for the benefit of specified persons) has effect in relation to the authorised works.

#### **Protection of the water environment**

37. Nothing in this Order affects the operation of the Water Environment (Controlled Activities) (Scotland) Regulations 2011(a) in relation to the authorised works.

#### **Environmental assessment of reserved matters**

38. The 2011 Regulations apply in respect of deemed planning permission as if—

- (a) in regulation 2 (interpretation), in the definition of “application for multi-stage consent” after paragraph (a) there were inserted—

“(aa) a condition imposed on planning permission deemed to be granted by a direction made under section 57(2A) of the Act, where (in terms of the condition) that approval, consent or agreement must be obtained from the planning authority before all or part of the development permitted by the deemed planning permission may be begun;” and

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(a) S.S.I. 2011/209.

- (b) after regulation 27 (requests for screening opinions and screening directions) there were inserted—

“27A. Where—

- (a) an application for multi-stage consent which is before a planning authority or the Scottish Ministers for determination relates to planning permission for EIA development;
  - (b) a statement referred to by the developer as an EIA statement has previously been submitted by the developer in relation to the development;
  - (c) it appears to the planning authority or the Scottish Ministers, as the case may be, that the development may have significant effects on the environment that have not previously been identified and assessed; and
  - (d) the developer has not submitted additional information in respect of those effects together with the application for multi-stage consent,
- the planning authority or the Scottish Ministers must seek additional information from the developer in accordance with regulation 23(2) in respect of such effects.”

#### **Real burdens and servitudes, etc. affecting land acquired or used**

**39.**—(1) Subject to paragraph (9), the provisions of section 106 of the 2003 Title Act (extinction of real burdens and servitudes affecting land which has been compulsorily acquired) apply to any land acquired under or by virtue of this Order, whether compulsorily or by agreement, as if it were acquired compulsorily by virtue of a compulsory purchase order.

(2) Where Network Rail takes possession of land under article 19 or 28, any servitude or real burden over that land is unenforceable for the period of possession.

(3) “Period of possession” means the period beginning when Network Rail enters and takes possession and ending—

- (a) where temporary possession is taken under article 19, when Network Rail gives up temporary possession;
- (b) where possession is taken under article 28—
  - (i) on the registration of the relevant conveyance, or
  - (ii) where the notice to treat concerned is withdrawn or otherwise ceases to have effect.

(4) Any person who suffers loss by the extinguishment or suspension of any private right of way under paragraph (2) is entitled to compensation.

(5) Any dispute as to a person’s entitlement to compensation under paragraph (4), or as to the amount of compensation, must be determined under the 1963 Act.

(6) Paragraph (2) has effect subject to—

- (a) any agreement made (whether before or after this Order comes into force) between Network Rail and the person entitled to the benefit of the servitude or real burden;
- (b) any determination made by Network Rail limiting the application of paragraph (2) to the extent specified in the determination.

(7) A determination relating to paragraph (6)(b) may be made at any time before or after temporary possession of any land is taken.

(8) Notice of a determination under this article must be given to the person entitled to the right of way to which it relates as soon as practicable after the making of the determination.

(9) This article does not apply in relation to any right of way to which section 224 or 225 of the 1997 Act (extinguishment of rights of statutory undertakers etc.) or paragraph 2 of schedule 7 applies.

### **Defence to proceedings in respect of statutory nuisance**

**40.**—(1) Where proceedings are brought under section 82(1) of the Environmental Protection Act 1990(a) (summary proceedings by person aggrieved by statutory nuisance) in relation to a nuisance falling within paragraph (g) of section 79(1) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance) no order may be made, and no fine may be imposed, under section 82(2) of that Act if—

- (a) the defender shows that the nuisance—
  - (i) relates to premises used by Network Rail for the purposes of or in connection with the exercise of the powers conferred by this Order with respect to authorised works and that the nuisance is attributable to the carrying out of authorised works in accordance with a notice served under section 60 (control of noise on construction site), or a consent given under section 61 (prior consent for work on construction site), of the Control of Pollution Act 1974(b); or
  - (ii) is a consequence of the construction or maintenance of the authorised works and that it cannot reasonably be avoided; or
- (b) the defender shows that the nuisance is a consequence of the use of the authorised works and that it cannot reasonably be avoided.

(2) Section 61(9) (consent for work on construction site to include statement that it does not of itself constitute a defence to proceedings under section 82 of the Environmental Protection Act 1990) of the Control of Pollution Act 1974 does not apply where the consent relates to the use of premises by Network Rail for the purposes of or in connection with the exercise of the powers conferred by this Order with respect to works.

(3) The provisions of this article do not affect the application to the authorised works of section 122 of the Railways Act 1993(c) (statutory authority as a defence to actions in nuisance) or any rule of common law having similar effect.

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

**41.**—(1) Network Rail must submit copies of the Order plans, Environmental Statement and the ES addendum to the Scottish Ministers for certification that they are the documents they purport to be as soon as practicable after the making of this Order.

(2) A document so certified, or a document certified by the Scottish Ministers as being a copy of a document so certified, is admissible in any proceedings as evidence of the contents of the document of which it is a copy.

### **Planning permission: operational land**

**42.** Deemed planning permission is to be treated as a specific planning permission for the purposes of section 216(3)(a) of the 1997 Act (cases in which land is to be treated as operational land for the purposes of that Act).

### **Notification of the date of completion of the authorised works**

**43.** Network Rail must give notice to the planning authority of the date of completion of the authorised works not later than seven days after that date.

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(a) 1990 c.43. There are amendments to this Act which are not relevant to this Order.  
(b) 1974 c. 40. Section 61 was amended by paragraph 15(3) of schedule 15 of the Environmental Protection Act 1990 (c. 43), schedule 24 of the Environment Act 1995 (c. 25) and paragraph 10 of schedule 6 of the Building (Scotland) Act 2003 (asp. 8). Section 65 was amended by paragraph 15(4) of schedule 15 of the Environmental Protection Act 1990 and schedule 24 of the Environment Act 1995.  
(c) 1993 c.43.

### **Dispute resolution**

**44.**—(1) Any dispute under any provision of this Order, unless otherwise provided for, must (in default of other agreed dispute resolution procedure) be referred to, and settled by, a single arbiter to be agreed between the parties or, failing agreement, to be appointed on the application of either party (after notice in writing to the other) by the President for the time being of the Institution of Civil Engineers.

(2) An arbiter appointed under this article is entitled to state a case for the opinion of the Court of Session pursuant to section 3 of the Administration of Justice (Scotland) Act 1972(a).

(3) Section 108 of the 1996 Act (right to refer disputes to adjudication) and any regulations made under that section do not apply to any dispute under this Order (whether or not it is a dispute of the sort described in paragraph (1)).

(4) In this article “the 1996 Act” means the Housing Grants, Construction and Regeneration Act 1996(b)

### **Notices, etc**

**45.**—(1) This article applies to any notice or other document required or authorised to be served by or on behalf of Network Rail for the purposes of this Order (an “Order document”).

(2) Any notice or other document required or authorised to be served for the purposes of this Order may be served in any of the ways provided by section 20 of the 2007 Act.

### **British Transport Police: powers of entry**

**46.**—(1) The powers and privileges of a constable of the British Transport Police are exercisable—

- (a) in relation to any land in respect of which Network Rail is entitled to possession under article 19 or 28; and
- (b) to enforce any prohibition, restriction or other provision made by Network Rail (under article 10 in relation to any road within the Order limits or specified in schedule 3,

as if the land were of a category specified in section 31(3) of the Railways and Transport Safety Act 2003(c), and accordingly the power to enter such land may be exercised without a warrant.

(2) In this section “the British Transport Police” means the British Transport Police Force established by section 20 of the Railways and Transport Safety Act 2003.

*D B CARMICHAEL*

A member of staff of the Scottish Ministers

St Andrew’s House,  
Edinburgh  
30th March 2017

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(a) 1972 c.59.  
(b) 1996 c.53.  
(c) 2003 c.20.

## SCHEDULES

### SCHEDULE 1

Articles 2 and 4

#### SCHEDULED WORKS

<i>Sheet of Order plans (1)</i>	<i>Building (2)</i>	<i>Number of land shown on Order plans (3)</i>
In the local government area of the City of Glasgow—		
2	Demolition of Consort House, 12 West George Street	1
2	Demolition of extension of the Millennium Hotel, George Square	1, 5, 6
2	Demolition of existing canopy in Dundas Street adjoining west elevation of Glasgow Queen Street Station	7, 15, 16, 19
2	Construction of new station building, Queen Street Station, George Square, within the area shaded grey on sheet no. 4 of the Order plans	1, 7, 8, 11, 15 and land adjoining plot no. 1 which is outside the Order limits

**SCHEDULE 2**  
**ANCILLARY WORKS**

Article 5

1. Bridges, subways, stairs and means of access.
2. Junctions and communications with, and widening and improvement of, any road, path or way.
3. Buildings, offices, portable cabins and hoardings.
4. Works for the provision (for Network Rail or any other person) of apparatus, plant or machinery and for the accommodation of such works, including telecommunications and radio masts, communications equipment, mains, sewers, pipes, drains, cables, lights, conduits, culverts and substations, safety equipment and related apparatus.
5. Works for the alteration or demolition of any building or structure, including works for its strengthening, underpinning or protection.
6. Works or operations to stabilise the condition of any land or for the purposes of flood prevention.
7. Works to alter the course of, or otherwise interfere with, non-navigable rivers, streams or watercourses.
8. Works to alter the position of any existing apparatus or any existing street furniture, including the alteration of the position of existing works of the sort described in paragraph 4 above.
9. Without prejudice to the generality of paragraph 8 above, works to alter the position of any railway track or other railway apparatus.
10. Works for the benefit or protection of premises affected by the authorised works (including the installation of traffic restraint systems).
11. The removal by Network Rail of any works constructed by it pursuant to this Order which have been constructed as temporary works or which it no longer requires.
12. Such other works (of whatever nature) as may be necessary or expedient for the purposes of, in connection with, or in consequence of, the construction of the authorised works.

SCHEDULE 3

Article 10

TEMPORARY STOPPING UP, ETC. OF ROADS OUTSIDE ORDER  
LIMITS

<i>Sheet of Order plans</i> (1)	<i>Road to be stopped up</i> (2)	<i>Extent of stopping up</i> (3)
In the local government area of the City of Glasgow—		
3	Anchor Lane	Between points T1 and T2
2	West George Street	Between points T3 and T4

SCHEDULE 4  
TRAFFIC REGULATION

Article 11

PART 1

PARKING PLACES FOR WAITING AND LOADING/UNLOADING

*Parking places for service vehicles waiting, loading or unloading at any time and for vehicles of the emergency services*

<i>Area</i> (1)	<i>Street</i> (2)	<i>Extent</i> (3)
City of Glasgow	St Vincent Place	Between points TR3 and TR4

PART 2

EXEMPTION FROM PROHIBITION OF ACCESS

*No passage of vehicular traffic*

<i>Area</i> (1)	<i>Street</i> (2)	<i>Extent</i> (3)
City of Glasgow	West Nile Street, West George Street, Nelson Mandela Place	Exemption from prohibition of entry for any vehicle connected with any building operations, road works or other works (including demolition) associated with the authorised works

PART 3

WAITING, PLACING AND USE OF VEHICLES AND EQUIPMENT

*Waiting, placing and use in street of mobile cranes and associated vehicles and equipment*

<i>Area</i> (1)	<i>Street</i> (2)	<i>Extent</i> (3)
City of Glasgow	Dundas Street	Waiting, placing and use of mobile cranes and associated vehicles and equipment on the east side of the street between points TR1 and TR2



## SCHEDULE 5

Article 14(4)

### SAFEGUARDING WORKS: PROCEDURE

1. For the purpose of determining how the powers conferred by article are to be exercised, Network Rail may enter and survey any building falling within paragraph (2) of that article and any land belonging to the building and may affix to, place or leave on and remove from the building or land apparatus for use in connection with the survey.

2. For the purpose of carrying out safeguarding works to a building under article 14, Network Rail may (subject to paragraphs 3 and 4)—

- (a) enter the building and any land belonging to it; and
- (b) where the works cannot be carried out reasonably conveniently without entering land adjacent to the building, enter the adjacent land.

3. Before exercising—

- (a) a right under article 14 to carry out safeguarding works to a building;
- (b) a right under paragraph 1 to enter a building or land;
- (c) a right under paragraph 2(a) to enter a building or land; or
- (d) a right under paragraph 2(b) to enter land,

Network Rail must, except in the case of emergency, serve on the owners and occupiers of the building or land not less than 14 days' written notice of its intention to exercise that right; and in a case falling within sub-paragraph (a) or (c) the notice must also specify the safeguarding works proposed to be carried out.

4. Where notice is served under paragraph 3(a), (c) or (d), the owner or occupier of the building or land concerned may, by serving a written counter-notice within the period of 10 days beginning with the day on which the notice was served, require the question whether it is necessary or expedient to carry out the safeguarding works or to enter the building or land to be determined by arbitration.

SCHEDULE 6  
ACQUISITION OF LAND, ETC.

Articles 16 and 18

PART 1  
ACQUISITION OF LAND

<i>Location</i> (1)	<i>Sheet of Order plans</i> (2)	<i>Number of land shown on Order plans</i> (3)	<i>Purposes for which land to be acquired</i> (4)
In the local government area of the City of Glasgow—			
Glasgow Queen Street Station, Consort House, 12-16 West George Street, Millennium Hotel extension, George Square and footway, West George Street	2	1	Re-development of Glasgow Queen Street Station
Footway, Dundas Street and West George Street	2	8, 11	Re-development of Glasgow Queen Street Station
Footway, Dundas Street	2	15	Re-development of Glasgow Queen Street Station

PART 2  
ACQUISITION OF RIGHTS

<i>Location</i> (1)	<i>Sheet of Order plans</i> (2)	<i>Number of land shown on Order plans</i> (3)	<i>Purposes for which rights may be acquired</i> (4)
In the local government area of the City of Glasgow—			
Footway and private roadway (former North Queen Street)	2	3, 4	Installation of vehicle restraint system and access for renewal and maintenance thereafter
Footway (Dundas Street and West George Street)	2	10, 12	Installation of vehicle restraint system and access for renewal and maintenance thereafter

<i>Location (1)</i>	<i>Sheet of Order plans (2)</i>	<i>Number of land shown on Order plans (3)</i>	<i>Purposes for which rights may be acquired (4)</i>
Bridge and footway (Dundas Street)	2	17, 20, 21	To oversail during construction of the authorised works
Footway (Dundas Street)	2	19	Installation of vehicle restraint system and access for renewal and maintenance thereafter
32 – 50 Dundas Street	2	23	To oversail during construction of the authorised works
32 – 50 Dundas Street	2	24	Construction of the authorised works and connected fixings, flashings and alteration of adjacent walls Alteration of existing, construction of new and use and maintenance of joint roof drainage To oversail during construction of the authorised works

## SCHEDULE 7

Article 35

### STATUTORY UNDERTAKERS, ETC.

#### **Apparatus of statutory undertakers, etc. on land acquired**

1.—(1) Subject to the provisions of this schedule, sections 224 to 227 of the 1997 Act (power to extinguish rights of statutory undertakers, etc. and power of statutory undertakers, etc. to remove or re-site apparatus) apply in relation to any land which has been acquired under this Order, or which is held by Network Rail and is appropriated or used (or about to be used) by it for the purposes of this Order or for purposes connected with this Order.

(2) All such other provisions of the 1997 Act as apply for the purposes of the provisions applied by paragraph 1 above (including sections 228 to 231, which contain provisions consequential on the extinguishment of any rights under sections 224 and 225, and sections 232(2) to (4), 233 and 235, which provide for the payment of compensation) have effect accordingly.

(3) In the provisions of the 1997 Act, as applied by sub-paragraphs (1) and (2) above—

- (a) references to the purpose of carrying out any development with a view to which land was acquired or appropriated are references to the purpose of carrying out the authorised works; and
- (b) references to land acquired or appropriated as mentioned in section 224(1) of the 1997 Act are references to land acquired, appropriated or used as mentioned in sub-paragraph (1) above.

(4) Where any apparatus of a utility undertaker or of a public communications provider is removed in pursuance of a notice or order given or made under section 224, 225 or 226 of the 1997 Act, as applied by sub-paragraph (1) above, any person who is the owner or occupier of premises to which a supply was given from that apparatus is entitled to recover from Network Rail compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of effecting a connection between the premises and any other apparatus from which a supply is given.

(5) Sub-paragraph (4) above does not apply in the case of the removal of a public sewer, but where such a sewer is removed in pursuance of such a notice or order as is mentioned in that paragraph, any person who is—

- (a) the owner or occupier of premises the drains of which communicated with that sewer; or
- (b) the owner of a private sewer which communicated with that sewer,

is entitled to recover from Network Rail compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of making the person's drain or sewer communicate with any other public sewer or with a private sewage disposal plant.

(6) The provisions of the 1997 Act mentioned in sub-paragraphs (1) and (2) above, as applied by those sub-paragraphs, do not have effect in relation to apparatus as respects which Part IV of the 1991 Act applies.

(7) In this paragraph—

“gas transporter” has the meaning given by section 7(1) of the Gas Act 1986(a);

“public communications provider” has the meaning given by section 151(1) of the Communications Act 2003(b); and

“utility undertaker” means a person who is—

- (a) authorised by any enactment to carry on an undertaking for the supply of water;

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(a) 1986 c.44.  
(b) 2003 c.21.

(b) a gas transporter; or

(c) the holder of a licence under section 6 of the Electricity Act 1989(a),

and who is, or is deemed to be, a statutory undertaker within the meaning of section 214 of the 1997 Act.

**Existing agreements**

2.—(1) Nothing in this schedule affects the operation of any enactment or agreement in force or entered into before the date on which this Order is made and regulating the relations between Network Rail and a statutory undertaker in respect of any apparatus laid or erected in land belonging to Network Rail.

(2) In this paragraph “statutory undertaker” has the same meaning as in the 1984 Act.

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(a) 1989 c.29.

## SCHEDULE 8

Article 36

### PROTECTIVE PROVISIONS

#### PART 1

#### FOR PROTECTION OF SPECIFIED UNDERTAKERS

1.—(1) For the protection of the specified undertakers the provisions of this Part of this schedule, except in so far as otherwise agreed in writing between Network Rail and any specified undertaker, have effect.

(2) The provisions of paragraph 1 of schedule 7 (apparatus of statutory undertakers, etc. on land acquired) do not apply in relation to apparatus to which this Part of this schedule applies.

(3) Nothing in this Part of this schedule affects the operation of any enactment or agreement in force or entered into before the date on which this Order is made and regulating the relations between Network Rail and a specified undertaker in respect of any apparatus laid or erected in land belonging to Network Rail.

#### *Interpretation*

2. In this Part of this schedule—

“alternative apparatus” means alternative apparatus adequate to enable a specified undertaker to fulfil its statutory or licensed functions as effectively as is achievable using the apparatus which the alternative apparatus is to replace;

“apparatus” means—

- (a) in the case of a specified undertaker which is an electricity undertaker, electric lines or electrical plant (both as defined in the Electricity Act 1989(a)) belonging to or maintained by that undertaker;
- (b) in the case of a specified undertaker which is a gas undertaker, mains, pipes or other apparatus belonging to, or maintained by, a gas transporter within the meaning of Part 1 of the Gas Act 1986(b), for the purposes of gas supply;
- (c) in the case of a specified undertaker which is a water undertaker, mains, pipes or other apparatus belonging to, or maintained by the undertaker for the purposes of water supply; and
- (d) in the case of a specified undertaker which is a sewerage undertaker—
  - (i) any drain or works vested in the undertaker under the Water Industry (Scotland) Act 2002(c); and
  - (ii) any sewer which is so vested,(not being apparatus in respect of which the relations between Network Rail and the undertakers are regulated by the provisions of Part 4 of the 1991 Act) and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;
- (e) in the case of SPT, the fibre link cable;

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(a) 1989 c.29, for the definitions of “electric line” and “electrical plant” see section 64 of that Act. The definition of “electrical plant” was amended by the Utilities Act 2000 (c.27), schedule 6, Part 2, paragraph 38(3).

(b) 1986 c.44.

(c) 2002 asp 3.

“fibre link cable” means the fibre link communication cable vested in SPT linking Buchanan Bus Station, SPT’s subway stations, Broomloan Depot and Consort House;

“notice” means notice in writing;

“SPT” means Strathclyde Partnership for Transport; and

“specified undertaker” means—

- (a) National Grid Gas plc (company no. 02006000) whose registered office is at 1-3 Strand, London WC2N 5EH;
- (b) Scotia Gas Networks PLC (company no. 04958135) whose registered office is at St Lawrence House, Station Approach, Horley, Surrey RH6 9HJ;
- (c) SP Power Systems Limited (company no. SC215841) whose registered office is at 1 Atlantic Quay, Robertson Street, Glasgow, Lanarkshire G2 8SP;
- (d) Scottish Water Limited (company no. SC207004) whose registered office is at Castle House, 6 Castle Drive, Carnegie Campus, Dunfermline, Fife KY11 8GG; and
- (e) Strathclyde Partnership for Transport whose principal office is at 131 St Vincent Street, Glasgow, G2 5JF in relation to the fibre link cable.

or any person succeeding any such company as a licence holder within the meaning of Part 1 of the Electricity Act 1989(a), as a gas transporter within the meaning of Part 1 of the Gas Act 1986, as a water undertaker within the meaning of the Water Industry (Scotland) Act 2002 or as a sewerage undertaker within the meaning of that Act; and “the specified undertaker” in relation to any apparatus means the specified undertaker to whom the apparatus belongs or by whom it is maintained.

#### *Acquisition of apparatus*

3. Notwithstanding any provision of this Order Network Rail must not acquire any apparatus other than by agreement.

#### *Removal of apparatus*

4.—(1) If, in the exercise of the powers conferred by this Order, Network Rail acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this Part of this schedule and any right of a specified undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the specified undertaker.

(2) If, for the purpose of constructing any works in, on or under any land purchased, held, appropriated or used under this Order, Network Rail requires the removal of any apparatus placed in that land, it must give to the specified undertaker notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order a specified undertaker reasonably needs to remove any of its apparatus) Network Rail must, subject to sub-paragraph (3), afford to the specified undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of Network Rail and thereafter for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of Network Rail, or Network Rail is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the specified undertaker must, on receipt of a notice to that effect from Network Rail, forthwith use its best endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

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(a) For the definition of “licence holder” see section 64 of that Act.

(4) Any alternative apparatus to be constructed in land of Network Rail under this Part of this schedule must be constructed in such manner and in such line or situation as may be agreed between the specified undertaker and Network Rail or in default of agreement settled by arbitration.

(5) The specified undertaker must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration, and after the grant to the specified undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed with all reasonable despatch to construct and bring into operation the alternative apparatus and thereafter to remove any apparatus required by Network Rail to be removed under the provisions of this Part of this schedule.

(6) Notwithstanding anything in sub-paragraph (5), if Network Rail gives notice to the specified undertaker that it desires itself to execute any part of so much of the work necessary in connection with the construction of the alternative apparatus, or the removal of the apparatus required to be removed, as will take place in any land of Network Rail, that work, instead of being executed by the specified undertaker, must be executed by Network Rail with all reasonable despatch under the superintendence, if given, and to the reasonable satisfaction of the specified undertaker.

(7) Nothing in sub-paragraph (6) authorises Network Rail to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 300 millimetres of the apparatus.

#### *Alternative apparatus*

5.—(1) Where, in accordance with the provisions of this Part of this schedule, Network Rail affords to a specified undertaker facilities and rights for the construction and maintenance in land of Network Rail of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between Network Rail and the specified undertaker or in default of agreement settled by arbitration.

(2) In settling those terms and conditions in respect of the alternative apparatus to be constructed in or along any railway of Network Rail, the arbiter must—

- (a) give effect to all reasonable requirements of Network Rail for ensuring the safety and efficient operation of the authorised works and for securing any subsequent alterations or adaptations of the alternative apparatus which may be required to prevent interference with any proposed works of Network Rail or the operation of its railway undertaking; and
- (b) so far as it may be reasonable and practicable to do so in the circumstances of the particular case, give effect to, if any, the terms and conditions applicable to the apparatus constructed in or along the railway for which the alternative apparatus is to be substituted.

(3) If the facilities and rights to be afforded by Network Rail in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbiter less favourable on the whole to the specified undertaker than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbiter must make such provision for the payment of compensation by Network Rail to that undertaker as appears to the arbiter to be reasonable having regard to all the circumstances of the particular case.

#### *Construction of authorised works*

6.—(1) Not less than 28 days before commencing the construction of any work of the type referred to in paragraph 4(2) that is near to, or will or may affect, any apparatus the removal of which has not been required by Network Rail under paragraph 4(2), Network Rail must submit to the specified undertaker a plan, section and description of the work to be constructed.

(2) Any such work must be constructed only in accordance with the plan, section and description as submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made by the specified undertaker in accordance with sub-paragraph (3) for the alteration or otherwise for the protection of the apparatus, or for securing access to the



apparatus, and the specified undertaker must be entitled by its officer to watch and inspect the construction of that work.

(3) Any requirements made by the specified undertaker under sub-paragraph (2) must be made within a period of 14 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If a specified undertaker, in accordance with sub-paragraph (3) and in consequence of the works proposed by Network Rail, reasonably requires the removal of any apparatus and gives notice to Network Rail of that requirement, the foregoing provisions of this Part of this schedule have effect as if the removal of such apparatus had been required by the specified undertaker under paragraph 4(2).

(5) Nothing in this paragraph precludes Network Rail from submitting at any time, or from time to time, but in no case less than 28 days before commencing the construction of any work, a new plan, section and description of the work in lieu of the plan, section and description previously submitted, and at the time of such submission the provisions of this paragraph applies to, and in respect of, the new plan, section and description.

(6) Network Rail is not required to comply with sub-paragraphs (1) and (2) in a case of emergency but, in that case, it must give notice to the specified undertaker as soon as is reasonably practicable, and must provide a plan of the works so soon as reasonably practicable thereafter, and must comply with those sub-paragraphs so far as is reasonably practicable in the circumstances.

*Removal, etc. expenses*

7.—(1) Subject to the following provisions of this paragraph, Network Rail must repay to a specified undertaker the reasonable expenses incurred by that undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 4(2).

(2) The value of any apparatus removed under the provisions of this Part of this schedule is deducted from any sum payable under sub-paragraph (1), that value being calculated after removal.

(3) If in pursuance of the provisions of this Part of this schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was,

and the placing of apparatus of that type or capacity or those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by Network Rail or, in default of agreement, is not determined by arbitration to be necessary, then, if such placing involves cost in the construction of works under this Part of this schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this paragraph would be payable to the specified undertaker by virtue of sub-paragraph (1), is reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to a specified undertaker in respect of works by virtue of sub-paragraph (1) is, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to

confer on the specified undertaker any financial benefit by deferment of the time for renewal of the apparatus in the normal course, reduced by the amount which represents that benefit—

- (a) as calculated in accordance with any code of practice relating to necessary measures where apparatus is affected by or diverted to accommodate major works that has been approved under section 143(2) of the 1991 Act (measures necessary where apparatus affected by major works); or
- (b) if no such code of practice is in force, as agreed between Network Rail and the specified undertaker or (in the absence of agreement) determined by arbitration.

*Apparatus in temporarily stopped up road*

**8.** Notwithstanding the temporary stopping up or diversion of any road under article 10 (temporary stopping up, etc., of roads), any specified undertaker may do anything in the road which is reasonably necessary to enable that undertaker to inspect, repair, maintain, renew, remove or use any apparatus which at the time of the stopping up or diversion was in the road.

*Programming of works*

**9.** Where in consequence of the proposed construction of any of the authorised works, Network Rail or a specified undertaker requires the removal of apparatus under paragraph 4(2) or 6(4) or makes requirements for the protection or alteration of apparatus under paragraph 5, Network Rail must use its reasonable endeavours to co-ordinate the execution of the works in the interests of the safe, efficient and economic execution of the authorised works in accordance with Network Rail's construction programme and each specified undertaker must use its best endeavours to co-operate with Network Rail for that purpose.

*Indemnity*

**10.—(1)** Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction, maintenance or failure of any of the works referred to in paragraph 4(2), any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or other property of a specified undertaker, or there is any interruption in any service provided by the specified undertaker, Network Rail must—

- (a) repay the cost reasonably incurred by the specified undertaker in making good such damage, or restoring the supply; and
- (b) make reasonable compensation to that undertaker for any other expenses, loss, damages, penalty or costs sustained or incurred by it,

by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on Network Rail with respect to any damage or interruption to the extent that such damage or interruption is attributable to the neglect or default of the specified undertaker, its officers, servants, contractors or other agents.

(3) A specified undertaker must give Network Rail reasonable notice of any claim or demand described in sub-paragraph (1) and no settlement or compromise is to be made without the prior consent of Network Rail (not to be unreasonably withheld) which, if it withholds such consent, is to have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

*Exercise of safeguarding and survey powers*

**11.** Network Rail must, so far as is reasonably practicable, so exercise the powers conferred by article 14 (Safeguarding works to buildings) as not to obstruct or render less convenient the access to any apparatus.

12. Network Rail must not, in the exercise of the powers conferred by article 27 (Power to enter land for survey, etc), make any trial holes which interfere with any apparatus without the consent of the specified undertaker (which must not be unreasonably withheld and which is deemed to be given unless within 14 days of the specified undertaker receiving Network Rail's written request for consent Network Rail receives notification in writing that the specified undertaker is withholding consent).

13. Any notice given under this Part of this schedule must be in writing.

#### *Arbitration*

14. Any difference arising between Network Rail and a specified undertaker under this Part of this schedule (other than a difference as to its meaning or construction) must be determined by arbitration and in determining any difference under this Part of this schedule the arbiter may require Network Rail to execute any temporary or other works so as to avoid, so far as may be reasonably possible, interference with the use of any apparatus.

## PART 2

### PROTECTION FOR OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS

15.—(1) For the protection of any operator the provisions of this Part of this schedule, except in so far as otherwise agreed in writing between Network Rail and any operator, have effect.

(2) The provisions of paragraph 1 of schedule 7 (apparatus of statutory undertakers, etc. on land acquired) do not apply in relation to apparatus to which this Part of this schedule applies.

(3) Nothing in this Part of this schedule affects the operation of any enactment or agreement in force or entered into before the date on which this Order is made and regulating the relations between Network Rail and the operator in respect of any apparatus laid or erected in land belonging to Network Rail.

#### *Interpretation*

16. In this Part of this schedule—

“the 2003 Act” means the Communications Act 2003(a);

“BT” means British Telecommunications plc (company no. 01800000) whose registered office is at 81 Newgate Street, London EC1A 7AJ;

“conduit system” has the same meaning as in the electronic communications code and references to providing a conduit system is to be construed in accordance with paragraph 1(3A) of that code;

“electronic communications apparatus” has the same meaning as in the electronic communications code;

“the electronic communications code” has the same meaning as in Chapter 1 of Part 2 of the 2003 Act(b);

“electronic communications code network” means—

- (a) so much of an electronic communications network or conduit system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 of the 2003 Act; and
- (b) an electronic communications network which the Secretary of State is providing or proposing to provide;

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(a) 2003 c.21.

(b) See section 106.

“electronic communications code operator” means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act; and

“operator” means the operator of an electronic communications code network.

*Apparatus in temporarily stopped up road*

17. Notwithstanding the temporary stopping up or diversion of any road under article 10 (temporary stopping up, etc., of roads), an operator may exercise its rights under paragraph 9 of the electronic communications code to enable that undertaker to inspect, repair, maintain, renew, remove or use any apparatus which at the time of the stopping up or diversion was in the road.

*Indemnity*

18.—(1) Subject to sub-paragraphs (2) to (4), if as the result of the carrying out of the authorised works, or of any subsidence resulting from any of those works—

- (a) any damage is caused to any electronic communications apparatus belonging to BT (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works), or other property of BT; or
- (b) there is any interruption in the supply of the service provided by BT;
- (c) Network Rail must—
  - (i) repay the cost reasonably incurred by BT in making good such damage, or restoring the supply; and
  - (ii) make reasonable compensation to BT for any other loss, sustained by it.

(2) Sub-paragraph (1) does not apply to—

- (a) any apparatus in respect of which the relations between Network Rail and BT are regulated by the provisions of Part 4 of the 1991 Act; or
- (b) any damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised works.

(3) Nothing in sub-paragraph (1) imposes any liability on Network Rail with respect to any damage or interruption to the extent that such damage or interruption is attributable to the neglect or default of BT, its officers, servants, contractors or other agents.

(4) BT must give Network Rail reasonable notice of any claim or demand described in sub-paragraph (1) and no settlement or compromise is to be made without the prior consent of Network Rail (not to be unreasonably withheld) which, if it withholds such consent, is to have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

*Arbitration*

19. Any difference arising between Network Rail and the operator under this Part of this schedule (other than a difference as to its meaning or construction) must be determined by arbitration.

## PART 3

### PROTECTION FOR MILLENNIUM HOTEL

20. For the protection of the long leasehold tenant of the Millennium Hotel, George Square, the provisions of this Part of the schedule, except in so far as otherwise agreed in writing between Network Rail and the Owner, have effect.

*Interpretation*

**21.** In this part of this schedule—

“the 1970s extension” means the building, occupied by the Hotel, adjoining the Georgian Building and with a frontage on West George Street;

“the Georgian building” means the building, occupied by the Hotel, adjacent to Queen Street Station and with frontages on North Hanover Street and George Square;

“Hotel” means The Millennium Hotel, George Square, Glasgow;

“mitigation works” means works agreed by Network Rail and the Owner as being required in order to reduce the impact of the authorised works on the Georgian building;

“Owner” means Archyfield Limited (company number 01747079) and its successors in title as tenant under a lease of the Hotel between British Railways Board, British Transport Hotels Limited and Archyfield Limited recorded in the division of the General Register of Sasines for the County of the Barony and Reality of Glasgow and registered in the Books of Council and Session on 27 January 1984; and

“separation works” means the works agreed as being required for the purposes of—

- (a) separating utilities and services that serve the 1970s extension;
- (b) sealing the west wall of the Georgian building;
- (c) making good any damage to the Georgian building that is consequential on any other separation works or mitigation works; and
- (d) works ancillary to any separation works.

**22.** Network Rail and the Owner are to agree—

- (a) the separation works;
- (b) the mitigation works;
- (c) the allocation to the Owner of primary responsibility for the carrying out of specific separation works and the mitigation works;
- (d) the extent to which Network Rail may exercise its powers under the Order in relation to plots 2A, 2B and 2C.

**23.** Network Rail is to have the discretion to carry out any separation works that have not been carried out by the Owner.

**24.** For the purpose of carrying out any separation works under paragraph 23, Network Rail may exercise its powers under article 19(1)(a)(i) to take temporary possession of plots 2A and 2B.

**25.** Network Rail may exercise its powers under article 19(1)(a)(i) to take temporary possession of plots 2A, 2B and 2C for the purpose of carrying out separation works for which it is responsible.

**26.** Any claim for compensation made by the Owner in respect of the separation works or the mitigation works in the Georgian building is to be treated as a claim under article 19(6) (with the benefit of article 19(8)), and the amount of the compensation will be assessed, in each case, as if the works to which the claim relates had been carried out by Network Rail after having taken temporary possession of the Georgian building under article 19.

**EXPLANATORY NOTE**

*(This note is not part of the Order)*

This Order authorises Network Rail Infrastructure Limited (referred to in the Order as Network Rail) to demolish buildings and carry out ancillary works for the purpose of redeveloping the concourse of Glasgow Queen Street Station and constructing a new station building. For the purposes of these works the Order authorises Network Rail compulsorily to acquire land and servitudes or other rights in land, and to use land temporarily. The Order also contains protective provisions for statutory undertakers.

A copy of the Order plans mentioned in this Order and certified in accordance with article 41 (certification of plans, etc.) of this Order may be inspected free of charge during normal working hours at the offices of Network Rail at 151 St Vincent Street, Glasgow, Lanarkshire G2 5NW.

## ANNEX II

### LIST OF MODIFICATION TO THE APPLICATION DRAFT OF THE NETWORK RAIL (GLASGOW QUEEN STREET STATION) ORDER 201[7]

All paragraph references, unless otherwise stated, are to the Reporters' Report ("RR").

Amendment number	Article	Amendment	Reasoning
(i)	contents	In the line beginning "4." delete "and maintain"	Scottish Ministers agree with this amendment for the reasons given in RR 86, RR 6.90, RR 6.184 and explanation in RR Appendix 4.
(ii)	contents	In the line beginning "5." delete "and maintain"	Scottish Ministers agree with this amendment for the reasons given in RR 6.90 and explanation in RR Appendix 4.
(iii)	contents	Renumber contents numbers from 16 - 38, and delete article title "38A. Environmental assessment" and insert article title number "38. Environmental assessment of reserved matters"	Scottish Ministers agree with this amendment for the reasons given in RR 87, RR 6.91, RR 6.92 and explanation in RR Appendix 4.
(iv)	contents	Renumber contents numbers from 42A - 45, and delete article title "42A. Prior approved ancillary works: notification of completion" and insert article title number "43. Notification of the date of completion of the authorised works"	Scottish Ministers agree with this amendment for the reasons given in RR 99, RR 6.184 and explanation in RR Appendix 4.
(v)	contents	Deletion of 'schedule 7' and renumbering of later schedules.	This is as a result of moving the protections for the Millennium Hotel to new schedule 8. No references to

			schedule 7 in the Order, so former schedule 7 becomes redundant. Clarified with the Reporters on 9 <sup>th</sup> and 20 <sup>th</sup> March 2017.
(vi)	2(1)	After the definition of “the 2007 Act” insert :-  “the 2011 Regulations” means the Town and Country Planning (Environmental Impact Assessment) (Scotland) Regulations 2011”	Scottish Ministers agree with this amendment and explanation given in RR Appendix 4.
(vii)	2(1)	After “the authorised works” means the scheduled works and any other works authorised by this Order” add:-  “with the exception of safeguarding works carried out under article 14”	Scottish Ministers agree with this amendment for the reasons given in RR 6.184 and explanation in RR Appendix 4.
(viii)	2(1)	After the definition of “construction” insert:-  ““date of completion of the authorised works” means for the purposes of articles 11(1), 14(3)(b), 14(6)(b) 19(3)(b), and 43 the date on which the new station building is fully opened to the public following completion of its construction;  “deemed planning permission” means planning permission deemed to have been granted under section 57(2A) of the 1997 Act in respect of the subject matter of this Order;”	Scottish Ministers agree with this amendment and explanation given in RR Appendix 4.
(ix)	2(1)	After the definition of “enactment” insert:-  “environmental statement”	Scottish Ministers agree with this amendment and explanation given in



		means the environmental statement, dated 11th September 2015, that was one of the documents that accompanied the application for this Order;”	RR Appendix 4.
(x)	2(1)	Delete the definition of “first environmental statement”	
(xi)	2(1)	Delete the definition of “relevant environmental statement”	
(xii)	4	In the article’s title, delete “and maintain”	Scottish Ministers agree with this amendment for the reasons given in RR 6.90 and explanation in RR Appendix 4.
(xiii)	4	After “carry out” delete “and maintain”	Scottish Ministers agree with this amendment for the reasons given in RR 6.90 and explanation in RR Appendix 4.
(xiv)	5	In the article’s title, delete “and maintain”	Scottish Ministers agree with this amendment for the reasons given in RR 6.90 and explanation in RR Appendix 4.
(xv)	5(1)	After “paragraph” delete “(3)” and insert “(2)”	Scottish Ministers agree with this amendment and explanation given in RR Appendix 4.
(xvi)	5(1)	After “construct” delete “and maintain”	Scottish Ministers agree with this amendment for the reasons given in RR 6.90 and explanation in RR Appendix 4.
(xvii)	5(1)	After “construction” delete “, maintenance and use”	Scottish Ministers agree with this amendment for the reasons given in RR 6.90 and explanation in RR Appendix 4.
(xviii)	5(1)	After “construction ... of the”	Scottish Ministers

		delete “scheduled works” and insert “authorised works”	agree with this amendment for the reasons given in RR 6.90, RR 6.184 and explanation in RR Appendix 4.
(xix)	5(2)	Delete former paragraph 5(2)	Scottish Ministers agree with this amendment for the reasons given in RR 6.90 and explanation in RR Appendix 4.
(xx)	5(3)	<p>Delete 5(3) and insert a new paragraph 5(2):</p> <p>“(2) Paragraph (1) only authorises the construction of works—</p> <p>(a) within plots nos. 2A, 2B and 2C, to the extent and for the purposes set out in Part 3 of Schedule 9;</p> <p>(b) in any other case, within the Order limits; and</p> <p>(c) which are either:</p> <p>(i) within the scope of the environmental impact assessment reported in the environmental statement or ES addendum; or</p> <p>(ii) multi-stage works.</p> <p>(3) In this article, “multi-stage works” means works authorised by this Order that, in terms of a condition imposed on deemed planning permission require the approval, consent or agreement of the planning authority before all or part of the development permitted by deemed planning permission may be begun.”</p>	Scottish Ministers agree with this amendment for the reasons given in RR 6.90, RR 6.184 and explanation in RR Appendix 4.
(xxi)	14(3)(b)	Delete 14(3)(b) and insert “at any time up to the end of the period of five years beginning with the date of completion of the authorised works.”	Scottish Ministers agree with this amendment for the reasons given in RR 6.184 and explanation

			in RR Appendix 4.
(xxii)	14(6)	After “years after” insert “the date of”	Scottish Ministers agree with this amendment for the reasons given in RR 6.184 and explanation in RR Appendix 4.
(xxiii)	34(2) <i>[previously 35(2)]</i>	After “the grant of-” delete “(za) a determination under article 38A: (a) approval of a matter specified in conditions relating to the planning permission deemed to have been granted on the making of this Order” and insert “(a) approval of a matter specified in conditions relating to deemed planning permission, if the planning authority confirms that it is not required under regulation 27A of the 2011 Regulations (as inserted by article 38 of this Order) to seek additional information in respect of the application for approval of that matter”	Scottish Ministers agree with this amendment for the reasons given in RR 6.184 and explanation in RR Appendix 4, and clarified further in the clarification from the Reporters dated 20 <sup>th</sup> March 2017.
(xxiv)	38 <i>[previously 38A]</i>	Delete the article title “ <b>Environmental assessment</b> ” and article 38A and insert a new article title “ <b>Environmental assessment of reserved matters</b> ” and new article ‘38.— The 2011 Regulations apply in respect of deemed planning permission as if- (a) in the definition of “application for multi-stage consent” after paragraph (a) there were inserted- “(aa) a condition imposed on planning permission deemed to be granted by a direction made under section 57(2A), where (in terms of the condition) that approval, consent or agreement must be obtained from the planning authority before all or	Scottish Ministers agree with this amendment for the reasons given in RR 6.184 and explanation in RR Appendix 4 and in the further clarifications from the Reporters, dated 20 <sup>th</sup> March 2017.

		<p>part of the development permitted by the deemed planning permission may be begun;" and</p> <p>(b) after regulation 27 there were inserted—</p> <p>"27A. Where—</p> <p>(a) an application for multi-stage consent which is before a planning authority or the Scottish Ministers for determination relates to planning permission for EIA development;</p> <p>(b) a statement referred to by the developer as an EIA statement has previously been submitted by the developer in relation to the development;</p> <p>(c) it appears to the planning authority or Scottish Ministers, as the case may be, that the development may have significant effects on the environment that have not previously been identified and assessed; and</p> <p>(d) the developer has not submitted additional information in respect of those effects together with the application for multi-stage consent,</p> <p>the planning authority or the Scottish Ministers must seek additional information from the developer in accordance with regulation 23(2) in respect of such effects."</p>	
(xxv)	40(a)(i)	After "in connection with the" delete "construction or maintenance of the"	Scottish Ministers agree with this amendment for the reasons given in RR 6.184 and explanation in RR Appendix 4.
(xxvi)	41	In the second row of the table, delete "First environmental" and insert:-	Scottish Ministers agree with this amendment for the

		“Environmental”	
(xxvii)	41	Delete the fourth row of the table	reasons given in RR 6.184 and explanation in RR Appendix 4.
(xxviii)	43	Delete the article title “ <b>Prior approved ancillary works: notification of completion</b> ” and article 42A.  Insert a new article title “ <b>Notification of the date of completion of the authorised works</b> ” and article “43. Network Rail shall give notice to the planning authority of the date of completion of the authorised works not later than seven days after that date.”	Scottish Ministers agree with this amendment for the reasons given in RR 6.184 and explanation in RR Appendix 4.  The wording was slightly changed by SMs from ‘within seven days after it occurs’ to ‘not later than seven days after that date’ to aid clarity.
(xxix)	45(2) – (5) <i>[previously 44(3)]</i>	Deletion of these paragraphs and renumbering of former 44(6) to 45(2).	‘Notices, etc’ provision amended as the proposed approval process and related rules were considered by the Scottish Ministers to be unnecessary and inappropriate. The validity of documents should be determined by reference to appropriate evidence and in accordance with the general law, if necessary.
(xxx)	32(2)	Spelling correction “noticec” should be “notice”	
	Pg 3; line 2	Spacing tidied up between paragraph numbers. ‘1 to 5, 7, 8, 10, 11, 17...’	
	2(1)	After the definition of “ES addendum” delete empty line.	
	5(2)	Delete full stop and additional line after ‘construction of works–’.	
	5(2)(c)(ii)	After “multi-stage works” insert	

		full stop and align indents for paragraphs (i)&(ii).	
	19(5)(a) [Previously 20(5)(a)]	Insert "(except under paragraph (4)(a))" before "any works connected".	
	27(3)(a)	Delete 'before entering land'	Modification by the Scottish Ministers as the wording was considered superfluous and potentially confusing.
	42	Delete "Planning permission which is deemed by a direction under section 57(2A) of the 1997 Act to be granted in relation to the authorised works" and insert "Deemed planning permission".	
	44(4) <i>[previously 43(4)]</i>	After "1996(B)" insert full stop.	
	Schedule 9 (Part 3) (7)	After "claim under article 19(6)" insert "(with the benefit of article 19(8))".	
	General	Footnotes renumbered for final page layout	
	General	The long dashes after article numbers have not been applied consistently.	
	General	All schedule, article and paragraph numbers have been renumbered as appropriate and cross-references renumbered as appropriate.	

## ANNEX III

**Conditions attached to the deemed Planning Permission, with the reasons for imposing them are shown below.**

### **Key Purpose of the Order**

This proposed Order seeks powers to support the redevelopment of the concourse area of Glasgow Queen Street Station (the "Project"). The Project will deliver a new station building, new passenger and staff facilities and improved passenger access and will facilitate the operation of eight carriage length trains on the route between Glasgow and Edinburgh via Falkirk High.

### **The Project: Glasgow Queen Street Station Redevelopment**

The works to be authorised by the TAWS Order are as follows:

- Demolition of the Millennium Hotel 1970's extension;
- Alterations to the Georgian portion of the Millennium Hotel as the result of demolition of the hotel extension;
- Demolition of Consort House;
- Redevelopment of the Station concourse, south and west facades, including reconstruction and extension of station buildings;
- Improved Station entrances at Dundas Street and George Square;
- New lighting and public address systems;
- New ticket office and staff accommodation block located south of Platform 1; and
- New station toilets and lost property located beneath the new station concourse.

The application for the TAWS Order includes an application for deemed full planning permission for the new station buildings.

The scope of the Project does not include any works to Glasgow Queen Street Low Level Station or the physical adaptation of the Grade A listed train shed (although interfaces will be created by the works).

The TAWS Order and the enhancements it will permit are the proposed way forward for addressing the future operational needs at Glasgow Queen Street Station. The TAWS Order, and the concourse redevelopment it will authorise, will contribute to the strategic aim of EGIP of delivering a programme of cost effective improvements to rail connections between Edinburgh and Glasgow, improving reliability, capacity and journey times. In particular, the Project will assist in delivering the capacity improvement at Glasgow Queen Street Station sought by the Scottish Government.

Once the Project is complete, the strategic outcome of capacity improvement will be delivered by the expanded and enhanced station concourse which in turn facilitates the southerly lengthening of the High Level Station platforms.

In addition to the above, the Project will upgrade access to and from the station for all users. The Project will provide compliant mobility impaired access from all station entrances. This in turn will improve access to train services throughout Great Britain and also for onward connecting services and to Glasgow's retail centre and historic attractions.

All works proposed by Network Rail in the TAWS Order have been designed to take into consideration the recently published Code of Practice entitled 'Accessible Train and Station Design for Disabled People'. This publication, which was jointly produced by the Department for Transport and Transport Scotland, makes recommendations for station operators to follow to further enhance the experience of all passengers using railway stations, but in particular to benefit the mobility impaired. A ramp for mobility impaired persons that is compliant with the Code of Practice will be provided at the proposed new entrance at the corner of Dundas Street and West George Street. A fully accessible lift will be provided at the Queen Street Station entrance in George Square to transfer passengers from footway level at George Square concourse level.

## **Approved Plans**

### Condition 1

With the exception of ancillary works dealt with under condition 2, the development shall be implemented in accordance with drawing number(s):

- ZO(PL)AP001 Site Plan 07
- ZO(PL)AP002 Application Boundary 07
- ZO(PL)AE020 Context Elevations as Existing 03
- ZO(PL)AE021 South Elevation as Existing 03
- ZO(PL)AE022 West Elevation as Existing 02
- ZO(PL)AS010 Section C-C as Existing 03
- ZO(PL)AP003 Proposed Alterations / Interfaces 05
- ZO(PL)AP004 Proposed Demolition - Plan 04
- ZO(PL)AE023 Proposed Demolition - South Elevation 03
- ZO(PL)AE024 Proposed Demolition - West Elevation 03
- ZO(PL)AP100 Basement as Proposed 09
- ZO(PL)AP101 Lower Ground as Proposed 08
- ZO(PL)AP102 Ground Floor as Proposed 09
- ZO(PL)AP103 Upper Ground as Proposed 08
- ZO(PL)AP104 First Floor as Proposed 09
- ZO(PL)AP105 Second Floor as Proposed 08
- ZO(PL)AP119 Roof Plan as Proposed 09
- ZO(PL)AS120 Sections A-A and B-B as Proposed 03
- ZO(PL)AS121 Sections C-C and D-D as Proposed 05



- ZO(PL)AS122 Section E-E as Proposed 00
- ZO(PL)AE130 Context Elevations as Proposed 03
- ZO(PL)AE135 West Elevation as Proposed 05
- ZO(PL)AE136 South Elevation as Proposed 06
- ZO(PL)AE159 Hotel Interface as Existing 04
- ZO(PL)AE160 Hotel Interface as Proposed 05
- ZO(PL)AE450 Internal Elevation 01 04
- ZO(PL)AE452 Internal Elevation 02 04
- ZO(PL)AE455 Internal Elevation 03 04
- ZO(PL)AD102 Train Shed Interface 02 as Proposed (south gable) 05
- ZO(PL)AD107 Side Roof Interface 01 as Proposed 04
- ZO(PL)AG001 CGI Queen Street Station Hotel Interface as Proposed 01

As qualified by the undernoted conditions, subject to any non-material variation approved in writing by the planning authority.

*Reason: to make it clear that these drawings constitute the approved development.*

### **Matters reserved for future approval**

#### Condition 2

Details of each particular element of the ancillary works authorised under article 5(1) or (2) of the Order, other than those provided in plans listed in condition 1, shall be submitted to and approved by the planning authority prior to the implementation of that particular element. Any ancillary works shall thereafter only be carried out in accordance with the approved details, subject to any non-material variation approved in writing by the planning authority.

*Reason: to reserve to the planning authority approval of the details of ancillary works not supplied as part of the application.*

### **Code of Construction Practice**

#### Condition 3

The development shall not be commenced unless a Code of Construction Practice has been submitted to and approved by the planning authority. Thereafter, all works shall be carried out in accordance with the approved Code of Construction Practice. The Code of Construction Practice shall include (but shall not be limited to):

- (a) a requirement to appoint a suitably qualified environmental clerk of works throughout the period of construction activity from the commencement of development to its completion and terms of the clerk's appointment, including a duty to monitor compliance with the Code of Construction Practice and to report to the developer's nominated construction manager and to the appropriate statutory body instances of non-compliance;

- (b) measures to ensure sustainability of construction practice;
- (c) restrictions upon working hours, including specified exceptions from those restrictions for categories of work and/or means by which a specific exception from those restrictions may be approved, including any consultation required with neighbouring occupiers;
- (d) a scheme for community liaison and public information, to engage with communities affected by construction of the development and with the public, which sets out how inquiries and complaints are to be dealt with, how information is to be provided on the construction programme, how that information is to be updated if the construction programme changes, and how the public and communities affected are to be warned of the commencement of certain phases that might have particular impacts (such as particularly noisy work, work at night etc.), including the period of notice to be given in all ordinary cases, and any exceptions to the requirement to give notice;
- (e) an indicative construction programme setting out the start date and the sequencing of construction. The construction programme and any changes to it shall be intimated to the communities affected by the development and to the public by means of the community liaison scheme included under section (d) above;
- (f) a Roads, Traffic Management and Servicing Plan for the period of the demolition and construction works or other such arrangements agreed with the planning authority shall be submitted for the written approval of the planning authority prior to the commencement of works on site. The plan shall contain the following details:
  - (i) how the works will affect access to the entrance to Buchanan Underground Station and the operation of the subway, with the object of minimising the length of time the Dundas Street entrance is inaccessible;
  - (ii) the proposed servicing arrangements for commercial properties on Dundas Street and on West George Street between Buchanan Street and Queen Street and the Millennium Hotel;
  - (iii) the circumstances in which works and excavations are to be carried out in public roads;
  - (iv) the condition in which public roads are to be left following works or excavations; and
  - (v) measures to prevent dangers arising to road users as a consequence of works in public roads (including as a consequence of ancillary activities such as deposit of building materials or placement of skips or other obstructions).
- (g) A method statement fully detailing how the extension to the Millennium Hotel and Consort House will be demolished;
- (h) an environmental management plan including:

- (i) measures to mitigate the impact of the construction site on visual amenity. These measures shall include details of the appearance of any temporary barricades proposed during the works and a requirement that all barricades must be painted and/or maintained in good condition and kept free of commercial advertisements;
- (ii) a site waste management plan;
- (iii) a scheme for monitoring and mitigation of noise and vibration during construction;
- (iv) a scheme for monitoring and mitigation of dust and other effects on air quality during construction;
- (v) measures to control pests at the construction site;
- (vi) a scheme for lighting of the construction site such that light pollution is controlled and to ensure adequate and satisfactory measures to maintain street lighting levels during construction;
- (vii) measures to protect the fabric of historic buildings to be retained;
- (viii) a water management plan;
- (ix) a pollution incident control plan;
- (x) the provision of wheel washing equipment at all egress points, which shall be kept in operation during all times when vehicles are leaving the site, including a requirement that the equipment installed shall be of the grid type to ensure that once the bottom of the vehicle is cleansed of mud and other debris, this is not trailed onto the public carriageway;
- (x) a scheme to minimise cumulative effects of construction by coordinating work or mitigation measures with the developers of 366 Cathedral Street (planning permission reference 14/02330/DC), the Buchanan Galleries extension (planning permission reference 14/02554/DC) and any other significant construction project identified nearby;

(i) measures to ensure public footpaths past or through the construction site are properly lit;

(j) measures to ensure contaminated land is identified and remediated, which shall include reporting the identification of contamination in writing to the planning authority within one week;

(k) a scheme of investigation of archaeology and protection of features of archaeological importance;

(l) measures to record features of historic buildings to be demolished or altered;

(m) a scheme for site security and the placing of security cameras such the privacy of other premises is protected; and

(n) a scheme for approval by the planning authority of variations to the Code of Construction Practice for the purpose of reducing disturbance or nuisance as a consequence of construction to the public or neighbours following commencement of development.

*Reason: to prevent nuisance; mitigate annoyance from the effects of works; protect the amenity of the surrounding area; ensure the ground is suitable for the proposed development; prevent damage to features of historic or archaeological importance; ensure that the subway and adjacent businesses can continue to operate effectively; and to ensure that the construction works accord with the details assessed in the environmental statement.*

## **Materials and further details of external works to the building**

### Condition 4

External materials shall be curtain wall glazing, bronze anodised metal cladding, limestone cladding, granite kicker. A sample panel of the typical bay detail shall be erected for the inspection of the planning authority and written approval shall be obtained prior to the commencement of construction works on site. The approved sample panel shall remain in place throughout construction. Samples of the other external materials shall be submitted and approved in writing by the planning authority. Written approval shall be obtained before individual materials are used on site. All external colours shall be approved in writing by the planning authority before they are used on site.

Upon approval these aspects of the development shall be implemented as approved, unless otherwise agreed in writing by the planning authority.

*Reason: to ensure that the materials to be used are suitable in their intended location adjacent to listed buildings and in the Glasgow Central Conservation Area.*

### Condition 5

Detailed drawing(s), including a section at 1:20 scale of the main glazed elevation, including details of the proposed glazing product, the framing and its materials and colour, how the glazing will be cleaned internally and externally and how rainwater on the facade will be dealt with shall be submitted to and approved by the planning authority in writing before commencement of these works on site, and shall be implemented in the approved manner. Any ventilation panels located on the south facade of the building shall be part of a frameless system as viewed from the exterior.

*Reason: to ensure that the details of the glazing installation and use are suitable in their intended location adjacent to listed buildings and in the Glasgow Central Conservation Area.*

### Condition 6

Full details, shall be submitted for the written approval of the planning authority prior to the commencement of the undernoted works on site. The submitted details shall include sections at 1:20 scale:

- (a) through the main entrance on Queen Street, including details of the proposed door furniture its materials and colours;
- (b) through the ramp, of the design and materials of the proposed ramp along the West George Street frontage including samples and construction methodology; and
- (c) of the metal roof feature, including details of how it is to be illuminated internally and externally.

Upon approval, these aspects of the development shall be implemented as approved, unless otherwise agreed in writing by the planning authority.

*Reason: to ensure that these details are suitable in their intended location adjacent to listed buildings and in the Glasgow Central Conservation Area.*

#### Condition 7

Full details of any proposed external fittings, roof plant and enclosures and lift overruns shall be submitted for the written approval of the planning authority prior to the commencement of these works on site. For the avoidance of doubt these shall be designed in a manner that integrates with the rest of the building design and shall not project through the roof profile such that it is visible from Dundas Street, West George Street or Queen Street. Upon approval, these aspects of the development shall be implemented as approved, unless otherwise agreed in writing by the planning authority.

*Reason: to ensure that these details are suitable in their intended location adjacent to listed buildings and in the Glasgow Central Conservation Area.*

#### Condition 8

No external fittings including gas and water pipes, gas and water meter boxes, balanced flues, solar panels, wind turbines, burglar alarms, air conditioning and ventilation plant, grilles or ducts shall be installed on the elevations facing Dundas Street, West George Street or Queen Street with the exception of CCTV cameras and emergency lighting above external exit doors. Full details shall be submitted for the written approval of the planning authority prior to the commencement of these works on site. Upon approval, these aspects of the development shall be implemented as approved, unless otherwise agreed in writing by the planning authority.

*Reason: to ensure that these details are suitable in their intended location adjacent to listed buildings and in the Glasgow Central Conservation Area.*

#### Condition 9

A detailed reflected ceiling plan showing the location of all fixtures and fittings, including lighting, mechanical and electrical equipment, ventilation, gantries for

electrification cables, display boards etc. shall be submitted for the written approval of the planning authority prior to the commencement of these works on site. Upon approval, these aspects of the development shall be implemented as approved, unless otherwise agreed in writing by the planning authority.

*Reason: in order that the works do not detract from the appearance of the building.*

## **Public Realm Works**

### Condition 10

The external security bollards as shown on drawing ZO(PL)AP101 Lower Ground as Proposed 08 shall be implemented as shown on this approved plan.

*Reason: in order that the works do not detract from the appearance of the building.*

### Condition 11

Full details of a scheme of public realm works around the new Dundas Street entrance and on West George Street, including paving materials commensurate with adjacent streets in the city centre shall be submitted for the written approval of the planning authority prior to the completion of works on site.

*Reason: to ensure that these works accord with other similar works in the area.*

### Condition 12

Prior to the start of works on site, details of any street furniture, lighting or signs to be removed by the developer to facilitate the proposed development shall be agreed with the planning authority. Thereafter, the removed equipment shall be replaced by the developer prior to the new station being brought into use, in accordance with details submitted to and approved by the planning authority.

*Reason: in the interests of pedestrian and traffic safety.*

### Condition 13

Adequate and satisfactory measures to maintain street lighting levels upon completion of the building shall be submitted for the written approval of the planning authority prior to the commencement of construction work on site. Upon approval, these aspects of the development shall be implemented as approved, unless otherwise agreed in writing by the planning authority.

*Reason: in the interests of traffic and pedestrian safety*

### Condition 14

All entrances should provide a lit pedestrian footway from the adopted footway network to any entrance/exit from the building. Full details shall be submitted for the

written approval of the planning authority prior to the occupation of the building. Upon approval these aspects of the development shall be implemented as approved, unless otherwise agreed in writing by the planning authority.

*Reason: in the interest of pedestrian safety.*

## **Interface with Millennium Hotel**

### Condition 15

Notwithstanding approval of details shown on drawings Z0(PL)AD105 Rev 02, Z0(PL)AD107 Rev 04, Z0(PL)AE159 Rev 04 and Z0(PL)AE160 Rev 05, further details of an alternative design for the interface between the station and the western elevation of the Millennium Hotel may be submitted for the written approval of the planning authority prior to the commencement of this aspect of the works on site. The submission shall be accompanied by details of the fire strategy for information. Upon approval, these aspects of the development shall be implemented as approved, unless otherwise agreed in writing by the planning authority.

*Reason: to ensure that any alternative arrangements which involve retaining and reinstating the windows in the western elevation of the Georgian building of the Millennium Hotel are undertaken in a manner appropriate to the listed building.*

## **Lighting**

### Condition 16

Light from the completed development shall not give rise to:

- (a) An 'Upward Waste Light Ratio' (maximum permitted percentage of luminaire lux that goes directly to the sky) in excess of 15%;
- (b) A 'Light Into Windows' measurement in excess of 10Ev (lux). (Ev is the vertical luminance in lux); and
- (c) 'Source Intensity' measurement in excess of 100 Kcd (kilocandela). (Source Intensity applies to each source in the potentially obtrusive direction out of the area being lit.)

*Reason: in the interests of limiting the effects of light pollution on the environment and the users of surrounding developments, and of energy efficiency.*

## **Cooking Odours/Fumes**

### Condition 17

- (a) All cooking smells, noxious fumes or vapours from the premises shall be disposed of by means of a duct carried up above eaves level and terminating at

a point 1 metre above eaves level. The duct shall be free from any obstruction such as a plate, cowl, cap or any other deflection at its termination point.

(b) A ventilation and filtration system incorporating at least the following elements shall be installed and operational before the use commences. The elements to be included are:

- (i) Canopies - A canopy (or canopies) shall be located above all cooking appliances.
- (ii) Air Flow - The canopy face velocity shall be not less than 0.5 mis.
- (iii) Primary Grease Filtration - Labyrinth (baffle) grease filters shall be installed within the canopy or canopies.
- (iv) Air Input - An air input system shall be provided by means of a pleated inlet filter, supplying clean filtered air equivalent to at least 80% 'make-up' of the extracted air.

(c) A maintenance/management scheme for the ventilation and filtration system, including all aspects referred to in (a) and (b) above shall be submitted to and approved in writing by the planning authority before the use commences and shall be implemented as approved for the duration of the use.

(d) Mechanical and electrical installations shall be arranged to ensure that the ventilation system is in operation during periods when the premises are open for the preparation and/or cooking of food.

*Reason: to protect local residents and other users in adjacent properties from nuisance resulting from the disposal of cooking odours.*

## **Refuse/Recycling Areas**

### Condition 18

Final details of refuse and recycling storage areas and bins and operational arrangements for their collection shall be submitted for the written approval of the planning authority prior to the building being brought into use. Upon approval, these aspects of the development shall be implemented as approved, unless otherwise agreed in writing by the planning authority.

*Reason: to ensure the proper disposal of waste and to safeguard the environment of the development.*

## **Windows of Commercial Units**

### Condition 19

The windows of commercial units shall be constructed in clear untinted glass, be kept free of vinyls and adverts and the internal layout shall avoid partitions or plant that obstruct visibility into the unit.



*Reason: in order that the works do not detract from the appearance of the building.*

## **Roller Shutters**

### Condition 20

No solid roller shutters or projecting roller shutter housings shall be included in the development. Full details of external security features proposed for use on the premises shall be submitted to the planning authority for written approval in respect of design, colour and location. Written approval from the planning authority shall be obtained prior to any installation work. Upon approval, these aspects of the development shall be implemented as approved, unless otherwise agreed in writing by the planning authority.

*Reason: in order that the works do not detract from the appearance of the building.*

## **External Doors**

### Condition 21

Threshold levels on external doors shall be consistent with those of the existing footway levels so as to avoid a tripping hazard and doors shall open into the premises.

*Reason: in the interests of pedestrian safety.*

## **Cycle Provision**

### Condition 22

Full details of the location and levels of safe, sheltered and secure public and staff cycle provision (along with suitable shower and changing facilities for staff) shall be submitted for the written approval of the planning authority prior to the occupation of the building. Upon approval these aspects of the development shall be implemented as approved, unless otherwise agreed in writing by the planning authority.

*Reason: to encourage and support sustainable transport and travel.*

## **Advisory note to be attached to the deemed Planning Permission**

This planning permission will lapse on the expiration of a period of three years from the date of the decision notice, unless the development has been started within that period (See section 58(1) of the Town and Country Planning (Scotland) Act 1997 (as amended)).

