

Guidance Document

G0023 Infrastructure Protection - Special Conditions for Outside Parties Working On or Near the Railway

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1 Purpose

- 1.1 Infrastructure Protection - Special Conditions for Outside Parties working on or near the railway, supports London Underground (LU) Standard S1023 "Infrastructure Protection".
- 1.2 This document assists Outside Parties (defined as 'any person, firm, or body; other than LU or a person, firm or body employed by LU') in identifying the risks associated with working on or near the railway and identifies ways of mitigating those risks. They shall be issued by LU to any Outside Party working on or near the railway.

2 Scope

- 2.1 These Special Conditions are needed to make sure that all works by Outside Parties on or near the railway are done in a way which has been agreed with LU. This shall ensure that, as far as is possible, the risks of damage to the railway and injury to those using or operating it, the general public or those undertaking the works are understood and mitigated.
- 2.2 The term LU Engineer is used in the context of these Special Conditions to define the member of staff appointed by LU to manage the interface between LU and the Outside Party on a particular Outside Party project. The LU Engineer may require support and assistance from site inspectors or other specialists within LU (collectively referred to as the LU Representative in this document).
- 2.3 These Special Conditions are complimentary to, but do not supersede, the specific requirements in any development agreement, lease, covenant or other legal agreement that contains protective provisions in favour of LU or their predecessors. The LU Engineer noted in 2.2 above may not be the Engineer as defined in any legal agreement (and specifically appointed as Engineer under LU company standing orders) and should not be construed as such. To minimise confusion, the Engineer defined in any agreement will notify the Outside Party of the contact details of the LU Engineer together with their roles and responsibilities. The Outside Party must refer any required clarification on the split of engineering responsibilities to the Engineer.
- 2.4 These Special Conditions shall be:

ADVISORY for Outside Parties working on their own land (leased or freehold) and not entering LU Land (defined as 'any land, including airspace, subsoil, property, building or structure in the freehold or leasehold ownership or in the occupation of LU, excluding land owned by LU or Transport for London leased to an Outside Party'). However, if these Special Conditions are not followed, the Outside Party may have difficulty demonstrating adoption of "best practice" in the event of an incident.

MANDATORY for works requiring temporary use of LU Land or airspace for Outside Party maintenance or new works that do not modify, remove or add to LU assets (known as New or Altered Assets).

COMPLEMENTARY but subservient to LU assurance procedures and design standards for any Outside Party works including LU New or Altered Assets. It shall be at the sole discretion of the LU Engineer (in consultation with the Head of Infrastructure Protection, LU Strategy or other interested LU parties) whether a project includes New or Altered Assets. In any case works including New or Altered Assets will be subject to some form of licence or other legal agreement with LU.



- 2.5 Where an Outside Party wishes to undertake work on property owned by LU then that work shall be done to the same standards and methods of work undertaken by LU and by staff qualified to the same degree of competency. In addition the Outside Party shall have to give an indemnity to LU and shall require a licence or other agreement with LU to undertake the work.
- 2.6 Some or all of the provisions in these Special Conditions will be relevant to the particular works being proposed by the Outside Party and the associated sections of this document should be used accordingly.

3 Guidance

3.1 Background

- 3.1.1 The travelling public has the expectation that the railway is operated to the highest possible safety and reliability standards. Indeed the safe and efficient operation of the railway and the safety of the public and all those working on the railway are paramount considerations of LU.
- 3.1.2 LU expects the Outside Party to comply with and work to all relevant legislation, industry standards and best practice. Where works may have a potential impact on LU, the LU Engineer may request from the Outside Party evidence that the Outside Party and /or their contractors, consultants or suppliers have complied with industry standards and best practice.
- 3.1.3 Where the Outside Party wishes to undertake work near to or on the railway and there is a risk of those works affecting the railway (or those using or operating it), then the design and method of undertaking the works is to be agreed in writing with LU and executed strictly in accordance with the agreed method.
- 3.1.4 In all cases the Outside Party shall submit both a method statement and a risk assessment to LU at least 6 weeks (or such longer time as shall be requested) before the works are due to commence.
- 3.1.5 The LU Engineer will agree the design (as appropriate), method statements and risk assessments, in so far as they may affect the railway, and undertake such site inspections as are required to ensure compliance.
- 3.1.6 All instructions given by the LU Representative are to be obeyed in the same way as those given by the LU Engineer.
- 3.1.7 The Outside Party should note that any approval, agreement or acceptance given by the LU Engineer or LU Representative is solely in respect of the special circumstances of working on or near the railway. LU approval shall not be construed as a general approval of the wider scheme, compliance with statute and/or industry standards or other stakeholder requirements.
- 3.1.8 All costs incurred by LU relating to the Outside Party's works shall be charged to the Outside Party at standard rates and shall be invoiced by LU as and when incurred, at four to twelve week intervals (depending on the magnitude of cost).

3.2 Safety

- 3.2.1 The potential risk of accident caused by work done in an unsafe manner is obvious; even small objects on or near the track can cause injury or delays (or both), whilst work within areas used by the travelling public can cause obstruction and frustration at best and injury at worst.



- 3.2.2 No works shall be undertaken by the Outside Party on LU Land without the express written permission of the LU Engineer.
- 3.2.3 If works on LU Land are required, the LU Engineer shall advise the Outside Party on restrictions on working times for railway safety and operational reasons, together with any other measures that are required to minimise the risks to the railway generally and to minimise the risk of works overrunning and delaying the railway.
- 3.2.4 All safety notices and equipment required by the LU Engineer shall be provided by the person undertaking the works and their use on site made mandatory by all persons undertaking the work. Copies of any relevant LU notices and regulations shall be supplied by the LU Engineer together with instructions as to how and where they are to be displayed on site.
- 3.2.5 Where the works proposed by the Outside Party is of a size or nature to fall under the requirements of The Construction (Design and Management) Regulations (CDM), the Outside Party shall be required to submit to the LU Engineer site specific CDM related information, including contact details of the key CDM duty holders.

3.3 Design Considerations and Risk Assessments

- 3.3.1 Prior to commencing any design, the Outside Party shall check with the LU Engineer and all other appropriate authorities and obtain written confirmation of the approximate location and depth of their tunnels, structures or equipment.
- 3.3.2 The Outside Party is to provide the LU Engineer with an initial assessment of the potential impacts that the works may have on LU infrastructure or operations. The LU Engineer will assist the Outside Party in preparing this initial impact assessment by giving guidance on the particular issues that may arise when working around the railway.
- 3.3.3 In preparing any design, the Outside Party shall consider the potential risks to the railway arising from the proposed works and potential risks caused to their works by the proximity of the railway. Matters that the designer should address include, but are not limited to, the following:-
- a) noise and vibration impact on or from the railway;
 - b) emissions from tunnel and ventilation shafts or emissions from the proposed development;
 - c) electro-magnetic radiation impact on LU systems or the potential interference on Outside Party systems from the railway;
 - d) the proximity of balconies or fully opening windows to the railway and the associated risk of items falling or being thrown onto the railway;
 - e) access for maintenance to the railway or maintenance for the development without crossing or oversailing the other party's land or requiring inherently risky access techniques (e.g. abseiling). Note that where LU have land ownership adjacent to a structure, a 3m minimum clear maintenance strip from the structure should be allowed for;
 - f) no new support to be taken from LU Land or structures;
 - g) proximity to LU tunnels or other structures and the effect of works on these structures, including potential temporary or permanent weather proofing;
 - h) required site investigation, including boreholes, and the proximity of these investigations to tunnels or other structures;



- i) direct or indirect (such as that caused by ground movement) changes of existing loading on or from LU structures;
- j) railway security and any required revisions to fencing;
- k) the impact on the railway from any change of use of land, including potential flooding run-off;
- l) obstruction of signals or affect on other railway equipment, including cables;
- m) landscaping and planting works, how these will be maintained and the impact of vegetation on the operation of the railway;
- o) potential environmental pollution from construction or occupation of the development;
- p) road vehicle incursion risks and how these may be mitigated (road alignment, barriers, vehicle height or weight restrictions, etc.);
- q) restrictions on vehicular access such as height or weight restrictions.

3.3.4 The Outside Party is to submit to the LU Engineer for their agreement suitable evidence to demonstrate that relevant design considerations have been addressed and that the risk to the railway resulting from the construction, use, maintenance and subsequent removal of the proposed works are as low as reasonably practicable.

3.3.5 A comprehensive risk assessment is to be undertaken for each separate aspect of the works that may impact on the railway and that have been identified and agreed following the initial assessment noted in 3.3.2 above. This assessment must be particular to the works and establish what could possibly go wrong and what steps are to be taken to minimise their effects. This must examine both the possible impact of the works on the railway and the effects of the railway upon the works.

3.3.6 This comprehensive risk assessment is to be sent to the LU Engineer at the same time as the method statement.

3.4 Method Statements

3.4.1 The Outside Party is to prepare a detailed method statement for each key construction activity identified in the initial impact assessment. This is to be a clear written site specific statement of what the works are, how they are to be done, the materials and plant to be used and the expected works programme.

3.4.2 Where the LU Engineer requires them, drawings showing the general arrangement of works and details of all below ground works are to be included in the method statement.

3.4.3 The method statement shall describe those parts of the proposed work could affect LU Land (or the operation of the railway, or both) and how the railway and works are to be separated and protected.

3.4.4 Where the LU Engineer requires them, appropriate calculations and other details showing the suitability and adequacy of the proposals to protect the railway are to be included.

3.4.5 Where the work is to be undertaken using mechanical tools or machinery then the basic types and sizes of equipment are to be listed (this might include for example: 'using hand held power tools', 'using a wheeled excavator', 'using a 25 tonne crane with 25m operating radius'). See also Section 3.26 for other construction plant related requirements.