

Ref:	NR/L2/INI/CP0061
Issue:	1
Date:	7 March 2009
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Level 2

Access through land belonging to an Outside Party

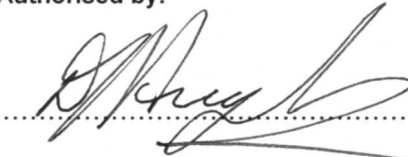
Endorsement and Authorisation

Endorsed by:



Scott Pillinger, Working Group Chair

Authorised by:



David J Hughes, Steering Group Chair

Accepted for issue by:



Mick McManus, National Standards Manager

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Issue record

Issue	Date	Comments
1	7 March 2009	1st Issue

Compliance

This Network Rail standard is mandatory and shall be complied with by Network Rail and its contractors if applicable from 6th June 2009.

When this standard is implemented, it is permissible for all projects that have formally completed GRIP Stage 4 to continue to comply with the Issue of any relevant Network Rail Standards current when GRIP Stage 4 was reached and not to comply with requirements contained herein, unless the designated Standard Owner has stipulated otherwise in the accompanying Briefing Note.

Reference documentation

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1 Purpose

Most of the time, we can access our infrastructure and other assets using existing access points and utilising property in our ownership.

Parts of the railway pass through locations where the closest access point is too far away to enable us to reach the railway quickly and efficiently. Occasionally, when this is the case, we seek access to the railway through land belonging to other parties.

2 Scope

This Network Rail standard specifies requirements applicable when:

- a) we enter an Outside Party's land under statutory powers; or
- b) we have entered or intend to enter into an agreement with the Outside Party to do so.

This standard covers:

- what we will do before works start;
- what we will do during the works; and
- what we will do after the works.

3 General

Network Rail shall deal fairly and amicably with its neighbours. Network Rail shall:

- a) reach a negotiated settlement with the Outside Party; or
- b) where this is not possible, give the Outside Party details of the specific legislation under which it is acting in the interests of the safe and efficient operation of the railway infrastructure.
- c) During these negotiations with the Outside Party a copy of the leaflet 'What happens when we need to access your land' shall be handed over to the Outside Party and referred to. This leaflet summarises what is detailed in this standard.

NOTE: Copies of the leaflet 'What happens when we need to access your land' can be ordered through Internal Procurement or printed directly via Connect.

4 Before the work begins

4.1 Plan

Before work is undertaken, Network Rail shall plan an engineering solution and proposed access routes.

The plan shall include:

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- the disruptive effect of the works (to traffic, businesses and individuals);
- engineering considerations;
- the avoidance of sites of environmental importance where possible and if this is not possible, mitigation of damage is to be agreed with the appropriate regulatory body and put in place prior to accessing the land.

Throughout the works, Network Rail shall consult the Outside Party so far as possible and practicable.

NOTE Where works are required urgently, Network Rail might not be able to involve the Outside Party in consultation as fully as Network Rail and the Outside Party would like.

4.2 Surveying and ground investigation works

NOTE 1 It is often necessary to carry out exploratory trial or bore holes to determine the nature of the soils and geology below the surface of land which we need to enter.

If surveying and ground investigation works are necessary, Network Rail shall disturb the property as little as possible and shall fill in any holes as soon as possible and shall fence off any holes which cannot be filled immediately.

NOTE 2 Where statutory powers are used, compensation can be claimed for any damage and/or loss incurred by the Outside Party.

4.3 Consultation and notice of works

Network Rail shall consult the Outside Party. Network Rail shall ask the Outside Party for information about:

- ownership and occupancy of the land and if there has been a change of occupier or owner;
- any proposals the Outside Party has for the land or current planning consents;
- known pipes, cables, equipment or structures below the ground and anything that might affect the timing of the works;
- the location of springs, wells, cesspools, septic tanks or land drains and, in particular, any deep land drainage system;
- any harmful materials, liquids or vegetation in the area where Network Rail shall be working or any contaminated land or if the land has been subject to any notifiable plant or animal diseases;
- any areas with special needs for example Sites of Special Scientific Interest (SSSI) protected flora and fauna, archaeological considerations, public rights of way, trees subject to preservation orders or conservation areas;
- planned cropping and stocking;
- ancient mine workings or quarries;
- any trespass or informal agreements the Outside Party has in place;

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- j) any preponderance to flooding or other issues which might affect the proposed works;
- k) to whom notice is to be given if an environmental incident occurs;
- l) any other factor the Outside Party believes is relevant or will affect the works, including any factors relating to the health and safety of those working on the land in question.

Network Rail shall additionally review legal obligations for protection of designated areas eg SSSIs, protected habitats ,species, tree preservation orders and shall review the GIS to determine proximity to water abstraction points.

Network Rail shall take account of all these matters, as well as considering any suggestions that the Outside Party (and adjacent landowners who are affected by the scheme) has about the proposed works, access requirements, the timing of the works and the reinstatement of land and land drains, and discuss them with the Outside Party.

When making the final decision about the works, Network Rail shall take into account engineering and operational needs, the long and short term costs of the works, as well as any comments or suggestions the Outside Party has made. If at this stage Network Rail is unable to meet any suggestions or objections that the Outside Party has have, Network Rail shall explain the final decision to the Outside Party in writing if requested.

Where statutory powers are used, Network Rail shall give the Outside Party notice as prescribed by the appropriate statute of the intention to enter.

If the Outside Party does not permit access to their land in accordance with the notice given by Network Rail, Network Rail may exercise those powers for:

- a) gaining access;
- b) the temporary occupation; and/or
- c) the purchase of land or rights to complete the proposed works.

Once work is started, Network Rail shall keep to the defined access route and working area. If changes to the proposals that affect the Outside party are required, Network Rail shall discuss these and agree any necessary alteration. In a case where powers exist, Network Rail may rely on these if agreement is not reached.

4.4 Timing of the work

Network Rail shall advise the Outside Party of the timing of the project, including:

- a) the proposed starting date;
- b) how long the work will last; and
- c) how long we anticipate any reinstatement will take.

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NOTE If a statutory notice has been served, the Outside Party should be advised not to do anything on the land in question that might hinder or prevent Network Rail exercising our statutory rights, but they may continue any normal agricultural operations up to the actual time of entry.

4.5 Agents

NOTE The Outside Party might appoint an agent, e.g. a surveyor experienced in this type of work, to advise on the work, protecting their interests and assess and agree their claim for compensation if applicable.

Network Rail shall pay:

- a) the reasonable cost of the agent's fee if we consider that the appointment was justified;
- b) reasonable solicitors fees associated with a property transaction.

NOTE No fee is payable where no claim has been accepted.

4.6 Record of condition

Network Rail shall make a schedule of condition of the working area, including any buildings in close proximity, any accesses and any compounds for the proposed works. A copy shall be sent to the Outside Party.

NOTE This may consist of written notes, photographs or a video recording with verbal commentary.

NOTE The Outside Party should be advised to inform Network Rail that if, at that stage, we have missed anything,

NOTE The purpose of the record is to help check, once all the works are finished, that we have restored the land to a condition as near as possible to that which existed before we started work, subject to any variation agreed with the Outside Party.

NOTE The Outside Party should be advised to alert Network Rail of have land drainage before work is started.

4.7 Contacts

Before the work commences, Network Rail shall give the Outside Party:

- the name, workplace address and telephone number of the Network Rail employee or land agent employed by Network Rail to manage access agreements with third parties;
- an emergency telephone number for use outside normal working hours or if normal contact is unavailable.

NOTE Normally, the land agent will be available during working hours.

5 During the work

5.1 Supervision

Network Rail shall supervise anyone working on the land and tell them that they are told not to go outside the working area.