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# MODEL CLAUSES FOR CIVIL ENGINEERING WORKS

## *SECTION 240* *FENCING AND GATES*

***NOTES TO SPECIFIER:***

*These notes do not form part of the Specification.*

***Contractual arrangements*** ***240.1*** *This Section of the Model Clauses can be used to suit the following Contractual arrangements:*

*(i) Fencing only Contract – for renewal or upgrading of lineside fencing,*

*(ii) Fencing as part of a main Contract,*

*(iii) Fencing inspection and maintenance Contract.*

***Railway Group Standard***

*Safety*

***240.2*** *All fencing provided under the Contract should comply with GE/RT/8063: Deterring Unauthorised Access and Vandalism, and the Specifier needs to check that where the existing fencing at a particular location is to be renewed or upgraded, the proposed new fencing is in accordance with GE/RT/8063.*

*Should a deficiency be apparent the fencing at that location needs to be upgraded accordingly.*

***Choice of fencing type*** ***240.3*** *The type of fencing to be specified should be based upon the risk categories and acceptable fencing types in NR/SP/TRK/05100: Management of Fencing and Other Boundary Measures.*

***Temporary fencing*** ***240.4*** *This Section of the Model Clauses contains no requirements for temporary fencing.*

***Legal obligations*** ***240.5*** *Clause 3 of NR/SP/TRK/05100 outlines Network Rail's legal obligations in terms of the provision and maintenance of lineside security.*

*Further, there are instances where sales of surplus land has led to the situation where the financial obligation to maintain or renew fences, hedges or walls rests with persons other than Network Rail.*

*To avoid disputes and unnecessary financial expenditure a record of such locations should be maintained.*

***Scope of the Contract*** ***240.6*** *For a Contract for the inspection and maintenance of fencing, the scope of the Works should include a schedule providing the following information:*



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*(i) Types of fencing, and the location of each fence type,*

*(ii) Approximate length and height of each type of fencing at each location,*

*(iii) For each type of fence details of existing posts, and if appropriate wire mesh.*

***Line of boundary fences*** ***240.7***

*It is not unknown for existing boundary fences to have been relocated by the existing or previous adjacent landowner or tenant.*

*Accordingly before details of the line and location of existing fences are shown on any Contract Drawings or specified in the Contract Specification, a careful check should be made of the position of existing boundary fences. Any discrepancy found between actual and recorded locations should be advised to the Territory Liability and Clearance Advisor (TILA).*

*Where Network Rail's property boundary is outside the lineside fence, wall, or hedge it is sometimes indicated on the ground by boundary markers. The land between the fence, wall or hedge and the actual boundary line is sometimes let to an outside party but if there is any doubt about the terms of any such letting, the advice of the TILA should be sought.*

*Where fences and walls mark the boundary of Network Rail's property the exact boundary is usually on the outward side of the fence or wall.*

***Alternatives in BS 1722*** ***240.8***

*The various parts of BS 1722 referred to in this Section of the Model Clauses contain alternative specifications for components of fences.*

*The Model Clauses have been written to specify fences appropriate to the type most commonly used on Network Rail property, and in some cases allowance for some alternatives has been included.*

*The Specifier should however check the relevant part of BS 1722 and in particular the appendix listing the various alternatives and should ensure that the alternative included in the Contract Specification is appropriate to the location and purposes of the fencing.*

***Extension arms to fencing*** ***240.9***

*Previously extension arms to boundary fences have been provided that overhang external to the Network Rail boundary. However, current advice that the legal principle of 'He who possesses land also possesses that which is above it and below it' applies in such cases.*



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*Accordingly, fencing with external extension arms is to be replaced or, where extension arms are required to be added to the fence, the Contract Specification should specify that the extension is to be vertical or provided with an overhang internal to Network Rail's land.*

*REFERENCES*
*This is a list of publications referred to only within the Notes to Specifier*

| ***Railway Group Standards*** | ***Title*** | ***Issue Date*** |
|---|---|---|
| *GE/RT8063* | *Deterring Unauthorised Access & Vandalism* | *04/04* |



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