

**INQ/23**

**NETWORK RAIL INFRASTRUCTURE LIMITED**

**NETWORK RAIL (HUDDERSFIELD TO WESTTOWN (DEWSBURY)  
IMPROVEMENTS) ORDER**

**NETWORK RAIL INQUIRY DOCUMENT**

**Summary Note of agreements between Network Rail and the West Yorkshire  
Combined Authority**

**1. Purpose of Document**

- 1.1 This document provides details of the agreement entered into by Network Rail and The West Yorkshire Combined Authority (Combined Authority) subsequent to the submission of the Order application.
- 1.2 Following negotiations between Network Rail and the Combined Authority, a side agreement was entered into by the parties on 8 November 2021, to address the Combined Authority's concerns in relation to the potential interface of the Order Scheme with the Combined Authority's functions and assets.
- 1.3 The exercise of powers and rights under the Order are to be subject to the terms of the agreement.
- 1.4 Attached at Appendix 1 to this document is a summary of the key terms of the agreement.

INQ/

## Appendix 1

### **Agreement between Network Rail Infrastructure Limited and The West Yorkshire Combined Authority**

Item	Content
SHARING OF RELEVANT INFORMATION	Network Rail (NR) is to respond to all requests from the Combined Authority (CA) for Relevant Information relating to the Scheme within one month and use reasonable endeavours to respond as soon as reasonably practicable.
ADVANCE NOTICE OF AUTHORISED WORKS	<p>NR will provide the CA with its Bus Station Works Programme in advance of commencement of Authorised Works within the vicinity of the Bus Station.</p> <p>NR will have regard in devising its programme for the Scheme to the CA's individual projects, including the Bus Station Project, and seek to mitigate the impact of the Authorised Works on the CA's projects.</p>
HIGHWAYS STEERING GROUP	<p>NR and the Highways Authority will establish the Highways Steering Group (HSG) to address the impact of the Bus Station Project (the CA's proposed improvement and refurbishment works at Huddersfield Bus Station) on the highways network and NR will ensure that the CA is invited to meetings of the HSG.</p> <p>NR will provide regular updates to the CA on progress of any matters within the remit of the HSG.</p> <p>NR will ensure that the HSG addresses the impact of the Authorised Works on the Relevant Streets and will notify the CA at least 3 months before the powers in the Order are exercised over the Relevant Streets. NR will ensure that the HSG has regard to representations made by the CA regarding minimising disruption to bus routes serving Huddersfield. NR will implement the Bus Service Disruption Plan and exercise powers over the Relevant Streets in a manner consistent with the Bus Service Disruption Plan.</p>
BUS STATION WORKS	<p>NR will notify the CA no later than two months in advance of the date of GRIP 5 completion in respect of the Bus Station Works and the date of proposed commencement of the Bus Station Works.</p> <p>NR reserves the right to undertake any of the Bus Station Works if those works become necessary as part of the delivery programme, in which case NR will give the CA 3 months' notice that the works will proceed.</p>

**INQ/**

<b>BUS STATION INTERFACE</b>	<p>NR will establish the Interface Group to manage the interface of Work no. 1A and Work no. 1B and the Westgate Utility Works with the Bus Station Project and the Bus Station.</p> <p>Prior to commencing any Bus Station Works, NR will propose to the Interface Group a draft of the Bus Service Disruption Plan to minimise and mitigate the effects of any potential disruption to the operation of the Bus Station or bus services and following consultation of the HSG, agree any necessary amendments.</p> <p>In the design and execution of the Authorised Works, NR will minimise any impacts on the Bus Station and implement the Bus Service Disruption Plan.</p>
<b>CONTINUED OPERATION OF THE BUS STATION</b>	<p>NR will exercise the powers in the Order to undertake any Bus Station Works so to ensure that existing entrances/exits to/from the Bus Station are retained and unimpeded; ensure that bus services to and from the Bus Station can continue to operate throughout the construction of the Authorised Works; ensure that access to passenger amenities is maintained at all times; and otherwise use reasonable endeavours to minimise any impacts on the operation of bus services to/from the Bus Station.</p> <p>If in the exercise of powers NR causes any disruption to the Bus Station entrances and exits, NR will as soon as reasonably practicable provide alternative access to and from the Bus Station.</p> <p>In the event of direct loss suffered by the CA as a consequence of such disruption, NR will compensate the CA for that loss.</p>
<b>COMMERCIAL OPERATIONS AT THE BUS STATION</b>	<p>In the delivery of any Bus Station Works, NR will use reasonable endeavours to work with the CA to minimise the impact of those works on commercial tenants at the Bus Station.</p> <p>In the event that the implementation of any Bus Station Works cause disruption to commercial tenants at the Bus Station, NR will (except where an impact cannot be reasonably foreseen or in the case of emergencies) give the CA 28 days' advance notice of any works or operations that will prevent any such tenants carrying out their commercial operations; work with the CA to provide reasonable alternative temporary facilities for passengers; and fully compensate the CA for any costs, claims, expenses or losses suffered by the CA as a result of</p>

**INQ/**

	third party claims brought against the CA in relation to that disruption.
ASSET PROTECTION AND PROTECTION OF SERVICES	<p>NR will present to the CA a method statement setting out a proposed means of recording the impact of any Bus Station Works on the condition of the Bus Station for the CA's approval (Agreed Condition Schedule).</p> <p>The Agreed Condition Schedule will require NR to monitor the impact of any Bus Station Works on the Bus Station.</p> <p>NR will make good any damage caused to the CA's assets to an equivalent standard as recorded in the pre-works surveys at NR's own cost.</p>
NO DISTURBANCE TO NEWLY CONSTRUCTED ELEMENTS OF THE BUS STATION	In the event that the CA commences the Bus Station Project, NR and the CA will undertake a Schedule of Condition of those structures and the asset protection provisions outlined above shall apply to the new structures.
UTILITY SERVICES TO THE BUS STATION	<p>NR will use reasonable endeavours to ensure that the existing facilities servicing the Bus Station or Bus Station Project are unaffected by the Westgate Utility Works, Rock Anchor Works and the Protective Surface Works.</p> <p>In the event of unforeseen disruption to the existing utilities, NR will take the necessary measures to ensure the reconnection of the interrupted services as quickly as reasonably practicable.</p>
ARTICLE 23	<p>In the event that NR carries out Protective Surface Works within or otherwise affecting the Bus Station, NR will notify the CA within 2 weeks of becoming aware that such works are required.</p> <p>NR will ensure that the Protective Surface Works are carried out in accordance with the Bus Service Disruption Plan.</p>
ACQUISITION OF LAND AND RIGHTS IN LAND	<p>NR will implement any powers under the Order to acquire land or rights in land over the land specified in the first column of Schedule 1, in accordance with the commitment specified in the fourth column to that Schedule.</p> <p>In exercise of any powers of temporary possession over the land specified in the first column of Schedule 1, NR will exercise any such power in a manner consistent with the Bus Service Disruption Plan; seek to minimise the need for, extent</p>

**INQ/**

	of and duration of any periods of temporary possession; provide the CA with at least 2 months advance notice of the proposed exercise of the powers; and at the time of the advance notice provide an indicative programme of the extent and duration of works to be undertaken.
WIDER TRANSPORT NETWORK	The parties will continue to meet as the 'TRU Experience Working Group' and will consult with the CA as regards the continuing operation of the railway stations impacted by the Authorised Works and will seek to continue to implement, where relevant, a Station Management Plan to ensure continued use of the Network.