

London-wide ULEZ 2023 – Signage and Camera Works

Statutory Mayoral Guidance

1. About this Statutory Mayoral Guidance

- 1.1. This is Guidance from the Mayor of London (“Mayor”) issued to London borough councils and the City of London Corporation (“Authorities”) in accordance with section 144 (2) and paragraph 34 of Schedule 23 to the Greater London Authority Act 1999 (“GLA Act 1999”, as amended). It is also Mayoral guidance issued to Transport for London (“TfL”) as to the exercise of its functions under section 155 of that Act.
- 1.2. It provides formal statutory guidance about the process for consenting the installation of traffic signs, enforcement cameras and associated equipment by TfL on roads for which Authorities are the highways authority (“Borough Roads”), to be used in connection with the operation and/or enforcement of the London-wide Ultra-Low Emission Zone (“London-wide ULEZ Scheme/ Scheme”), which will come into operation from **Tuesday 29 August 2023**. This Guidance and accompanying Section 8 Agreement Template (see below) have been developed following engagement with the Authorities.
- 1.3. The ULEZ’s expansion to outer London is a formal proposal in the Mayor’s Transport Strategy (“MTS”)¹. Proposal 24.1 states:

“The Mayor, through TfL and the boroughs, will seek to address the triple challenges of toxic air pollution, the climate emergency and traffic congestion through road user charging schemes including by expanding the Ultra Low Emission Zone London-wide.”
- 1.4. Sections 144 (1) and (3) of the GLA Act 1999 require Authorities to have regard to the MTS and to such Mayoral guidance when exercising their functions.
- 1.5. TfL is the Charging Authority for the ULEZ and London Low Emission Zone (“LEZ”) road user charging schemes, responsible for their operation and enforcement. A ten week public and stakeholder consultation took place on detailed proposals for the expansion of the ULEZ to outer London along the current boundary of the LEZ from 29 August 2023 (“the Scheme Commencement Date”). The two will operate as a “Combined Scheme” from this date within a combined ULEZ/ LEZ boundary. (“Boundary” refers to the combined LEZ and expanded ULEZ boundary, and “combined area” or “Combined Scheme” refers to both.)

¹ The Mayor’s Transport Strategy, published in March 2018, was revised by the supplement to the Strategy published by the Mayor on 18 November 2022 called “Addendum to the Mayor’s Transport Strategy (MTS): Proposal 24.1”.

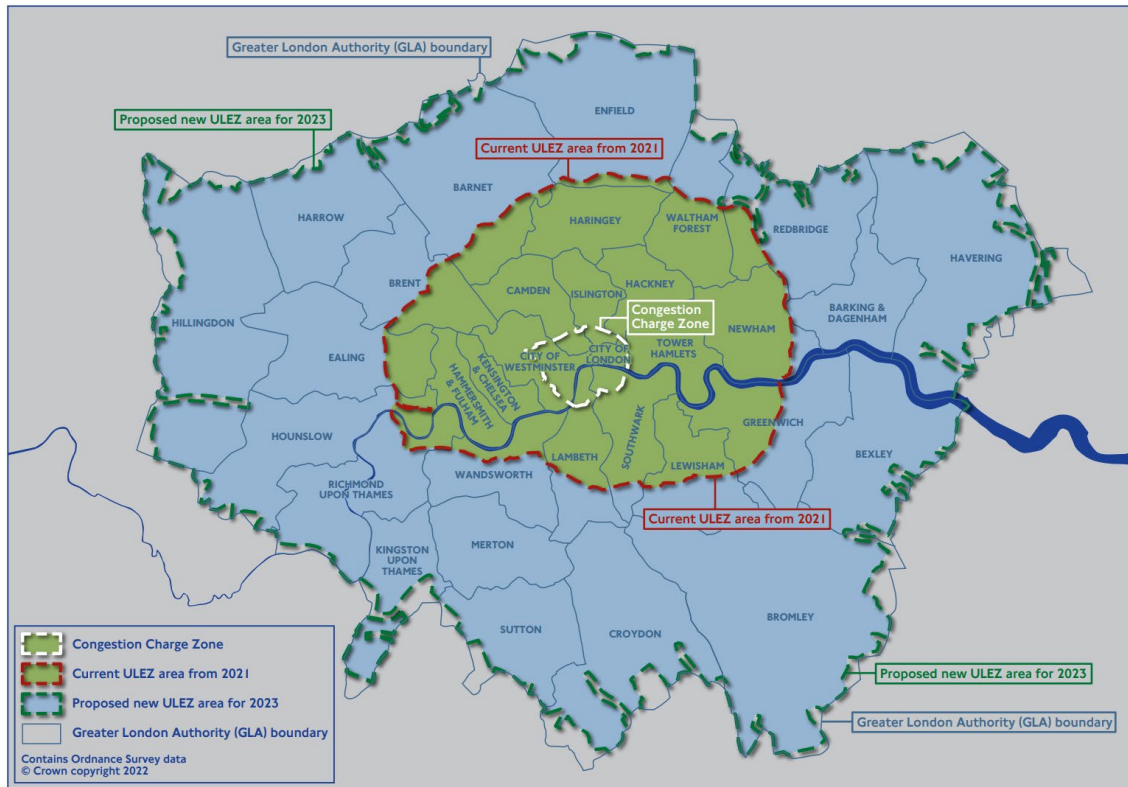
- 1.6. TfL is responsible for implementing these changes and securing that all necessary infrastructure and systems are in place for the expansion's "go-live" on 29 August 2023. This requires the installation/ alteration of a significant number of traffic signs and enforcement cameras (plus related equipment) on roads throughout the Capital, including on Borough Roads. The works in question need to be undertaken in sufficient time ahead of the Scheme Commencement Date. By comparison, the extension of ULEZ boundary to the North and South Circular ("ULEX"), implemented in October 2021, required the installation of a significantly smaller number of new signs and cameras over approximately 20 months. For that project, agreements under Section 8 of the Highways Act 1980 ("Section 8" and "1980 Act") for TfL to carry out those works on Borough Roads were negotiated with Authorities individually. With considerably less time before London-wide ULEZ "go-live", and considerably more infrastructure to put in place, a more efficient approach to consenting is essential to ensure the London-wide ULEZ is appropriately tested and properly operational in sufficient time to ensure its smooth and efficient opening. It will also make the process easier for Authorities and reduce the burden on them in the current constrained circumstances.
- 1.7. This Guidance provides a framework for TfL and individual Authorities to enter into Section 8 agreements concerning the installation of traffic signs, enforcement cameras and related equipment ("Improvement Works" / "Works") on "Street Structures"² on Borough Roads required by TfL for the purposes of the Combined Scheme. Both TfL and individual Authorities are required by the Mayor to have regard to this Guidance when exercising any statutory function that may impact upon the implementation by TfL of the Works ahead of the Scheme Commencement Date. The Mayor expects them to co-operate, act reasonably and in good faith towards one another in securing this objective. Functions covered by this Guidance include individual Authorities and TfL entering into Section 8 Agreements for the Improvement Works to be carried out on Borough Roads (including preliminary surveys and testing) and the grant of street works permits by Authorities under the London Permit Scheme for Road Works and Street Works 2015 ("LoPS").

2. Overview of London-wide ULEZ and existing LEZ

- 2.1. The London-wide ULEZ involves the extension of that Zone from inner London to outer London, when it will share a boundary with the LEZ which will continue to operate; see Figure 1 below.

² Street Structures are appropriate lighting columns, posts/ poles and street furniture, including the installation of new Structures as required.

Figure 1: Proposed new ULEZ boundary from 29 August 2023



- 2.2. As the Charging Authority, it is for TfL to design and implement the expansion of ULEZ to outer London, and it is responsible for its London-wide operation and enforcement. TfL must ensure an appropriate number and location of traffic signs are installed to give drivers reasonable notice they enter or drive within the London-wide ULEZ, where a daily charge will be imposed if their vehicle does not meet approved ULEZ emission standards, and a penalty charge notice (“PCN”) may be issued if this is not paid. TfL must also ensure an appropriate number of Automatic Number Plate Recognition (ANPR) enforcement cameras are installed at appropriate locations to secure the Scheme’s effective operation and enforcement. As the LEZ will continue to operate TfL must do the same concerning that scheme and ensure both operate in conjunction with one another.
- 2.3. As noted above, a significant number of new or amended traffic signs and new ANPR enforcement cameras will be required for the Combined Scheme. It is not possible at this stage to definitively confirm their exact location or designs as much of the surveying, testing and design work has still to take place. The precise numbers and locations will be confirmed to each Authority by TfL in due course. TfL will share preliminary design as soon as practicable.

Combined LEZ-ULEZ Scheme Traffic Signs

- 2.4. New designs for traffic signs for the Combined Scheme have been authorised in advance by DfT under Sections 64 and 65 of the Road Traffic Regulation Act 1984. As the new boundary of the London-wide ULEZ will follow the current LEZ boundary, all the current LEZ-only references will need to be removed and replaced with new joint “LEZ-ULEZ” signage. In a small number of cases, signs will be permanently removed and not replaced.

2.5. A summary of the types of newly approved traffic signs, and an explanation for planning their placement, is set out below:

- Boundary Signs – These signs are to be placed at most Boundary entry points to inform motorists when they are entering the combined LEZ and ULEZ area. The aim is to replace existing LEZ-only boundary signs wherever possible, and to only specify a second boundary sign if considered by TfL to be essential.
- Advance Boundary Signs (“ABS”) – These signs inform motorists that they are about to enter the Boundary. ABS is part of the boundary package and allows a second Boundary Sign to be avoided in certain locations.
- Ancillary Signs – These have a similar purpose to ABS signs but can be used in instances where a smaller sign is sufficient and can be fitted on existing infrastructure e.g., lighting columns.
- In Zone Repeaters (“IZR”) – These are signs within the combined zone to remind motorists that there are enforcement cameras operating and that TfL is the data controller for the ANPR camera data. They will be installed at or near the Boundary approximately 100m past the camera location, and with an approximate two-mile spacing within the expanded area (i.e. between the current A406/A205 inner London boundary and the current LEZ boundary).
- Advance Direction Signs (ADS) – These signs are on the approach to the Boundary, and show which routes take motorists into the combined zone. Existing ADS signs will be replaced with a new LEZ-ULEZ ADS of the same dimension.
- Advance Information Signs (AIS) – These signs appear on major roads, indicating the distance to the Boundary (distance on sign varies and arrows can be added). AIS signs will be placed at a one-mile ring from the Boundary, on roads with direct access through the Boundary.

ANPR Enforcement Camera Installations

- 2.6. Siemens “Sicore II” Automatic Number Plate Recognition (ANPR) Cameras will initially be used for the Scheme’s operation and enforcement. Existing TfL cameras originally installed for the enforcement of the LEZ (which may be older models) may remain in situ and be used for the Combined Scheme. The vast majority of new ANPR cameras installed on Borough Roads will be on existing or new TfL-operated traffic signals installations. Where this is the case a Section 8 Agreement with the highway authority is not required as TfL is acting in its statutory capacity as traffic authority for the signals and road. In a small number of cases ANPR cameras may need to be installed on new (non-traffic signals) posts or other structures, where a Section 8 Agreement would normally be sought where on a Borough Road.
- 2.7. ANPR cameras will be located at enforceable entry points to the Boundary and at other locations within the combined area to enable robust enforcement of the Combined Scheme. The aim is to achieve a camera density comparable to that in the current ULEX, although this may vary between locations.

3. Approach to consenting Improvement Works

- 3.1 The Mayor’s overwhelming preference is for the Improvement Works to be carried out by TfL on Borough Roads in a consensual and co-operative manner under a Section 8 Agreement in the normal way. This is in the spirit of the MTS revision (Proposal 24.1), which references the London-wide ULEZ expansion being implemented by Authorities as well as by TfL, albeit TfL

has direct installation powers that enable it to undertake the Works on Borough Roads without such consent if necessary (see section 6 below).

- 3.2 The majority of highways agreements entered into by TfL with highways authorities are based on TfL's tried and tested templates, which both parties are familiar with and provide an efficient way to manage the process. For this scheme, given the particularly constrained timescales and the common requirement for signs and cameras on borough roads, it will be considerably more efficient to utilise a template agreement specifically prepared for this scheme rather than negotiating Section 8 Agreements individually. Similarly, to simplify the process for both parties, the agreement will focus on agreeing the key principles of the scheme, with a mechanism to confirm the details of Works, locations and designs at a later point.
- 3.3 The standard template for a Section 8 agreement for the London-wide ULEZ expansion has been developed which is at **Appendix 1** ("Template"). This Template is intended to cover a range of matters that would normally be included in an agreement under Section 8 for works of this type, and includes the following benefits:
- It will streamline and speed up the process for all concerned and will facilitate the logistics of dealing with multiple Authorities simultaneously, enabling TfL to engage with individual Authorities and focus on their legitimate concerns.
 - It sets out a mechanism for the Authority to provide TfL with in principle Section 8 agreement in circumstances where surveys, testing and detailed design drawings are still to be confirmed.
 - It provides Authorities with a formal framework to engage with TfL and influence the final Works, their locations and designs.
 - It contractually confirms that TfL will take financial responsibility for installation, on-going maintenance of the Works and provides appropriate indemnities.
- 3.4 The Mayor expects TfL and Authorities to enter into a Section 8 Agreement in the same (or substantially the same) terms as that contained in the Template. They should do this by the target date of **23 December 2022**. Authorities should not delay or refuse to do so but should raise genuine concerns with TfL. TfL should be open to considering changes where clearly appropriate and justified. The Mayor expects TfL to pro-actively engage with individual Authorities regarding preliminary Works locations and designs before they enter into the Template agreement to allow them a meaningful input. TfL is expected to maintain timely, genuine and continuing engagement with Authorities throughout the entire process.

4. Improvement Works implementation timescales

- 4.1. The Scheme Commencement Date from which the London-wide ULEZ Scheme will be operational will be at 00:00:01 hours on 29 August 2023. To be fully functioning, sufficient infrastructure, in the form of the Works, needs to be in place in sufficient time ahead of that date, including for testing. It is likely that the initial Works will take place over a period of 12 to 20 months, starting approximately up to 9 months in advance of that date and, in some boroughs, commencing potentially from the end of November 2022.
- 4.2. It is normal with schemes of this scale and nature that some Works will continue beyond the Scheme Commencement Date and may include "Adjustment Works". The scheme will subject to ongoing monitoring which may result in further, currently unplanned, works after this

period. Such “Additional Unplanned Works” will be completed by TfL as soon as reasonably practicable after the need is identified.

Design principles for Improvement Works

4.3 In line with TfL’s Streetscape Guidance³ TfL’s designs for the provision of the traffic signs and camera elements of the Improvement Works will seek, where practical, to utilise existing Street Structures so as to minimise and reduce street clutter.

- Where practical, signage designs will utilise existing poles or signage structures but there may be occasions when the installation of new ones will be required to be installed by TfL e.g. if a sign requires to be lit and there are power supply constraints. Similarly, there may be a number of sites where an Authority’s existing Street Structures are suitably positioned for the placement of traffic signs.
- TfL will look to minimise the number of poles for the provision of enforcement cameras by prioritising sites with existing traffic signal equipment and mounting enforcement cameras on existing TfL signal installations. Again, there may be some locations where this is not practical and the installation of new structures or the use of existing Authority Street Structures for camera-mounting is necessary.
- TfL and its contractors will undertake any required surveys and testing to identify that any particular Street Structure (Authority-owned or TfL-owned) is in suitable condition to accommodate the sign, camera or other equipment, taking into account any existing signs or other equipment already mounted on the structure. The Mayor expects Authorities to grant TfL and its contractors access to undertake surveys and testing, approve and to issue any necessary LoPS Permits for this to happen. TfL will share the results of its surveys and testing with the Authority and (any) PFI Contractor.
- Redundant signs and poles etc no longer required because of the ULEZ’s expansion will be removed and the highway surface appropriately reinstated to further reduce street clutter.

Maintenance liabilities

4.4 TfL will assume responsibility for the maintenance and future replacement of any traffic signs, cameras and equipment installed or placed as part of the Works on an Authority’s Street Structures. This is intended to avoid placing additional maintenance burdens or costs on the Authority, including Private Funding Initiative (PFI) contractors (if any). Any new poles or other Structures required by TfL will be its maintenance responsibility also. TfL will arrange for any maintenance works to be carried out at its cost through its contractors.

PFI arrangements

4.5 Some Authorities have PFI arrangements for their Street Structure maintenance e.g. lighting columns. It will be the responsibility of the individual Authority, in accordance with the design drawing approval process set out in Clause 4 of the Template to ensure that the design information and drawings issued by TfL are forwarded as soon as received, to their PFI contractor for review. Any issues raised by the PFI Contractor should be fed back to TfL in accordance with the timescales set out in clause 4 of the Template. The testing of any Street

³ <https://content.tfl.gov.uk/streetscape-guidance-2022-revision-2.pdf>

Structures (as above) will be carried out by TfL and its contractors, not by the Authority or its PFI contractors.

5. The Section 8 Agreement Template

5.1. The Template takes the form of a standard letter exchanged by the two highways authorities covering the following topics:

- Background:
- Clause 1: Interpretation and scope -sets out definitions and confirms works to TfL operated traffic light installations are out of scope.
- Clause 2: Section 8 Delegation to undertake the Improvement Works – see below.
- Clause 3: Improvement Works to Street Structures – defines the signage and camera elements of the Improvement Works, including Adjustment Works and Unplanned Additional Works and involvement of PFI Contractors (if applicable).
- Clause 4: Approval process for design drawings – see below.
- Clause 5: Timetable for implementing the Improvement Works – summarised at paragraphs 4.1 to 4.3 above.
- Clause 6: Commencement of Improvement Works and LoPS approvals – see below
- Clause 7: Costs of Improvement Works, future maintenance and indemnity – see below
- Clause 8: Cooperation and good faith – see below
- Clause 9: Variations
- Clause 10: Notices
- Clause 11: Revocation of previous LEZ, ULEZ and ULEZ Agreements
- Execution: – see below
- Schedules:
 - 1: Secretary of State’s Traffic Signs Authorisation;
 - 2: Design Drawings Response Form;
 - 3: Initial indicative list of Street Structures and affected Borough Roads

5.2. The following is a broad summary of key clauses from the Template:

Authority’s Section 8 delegation to TfL to implement the Improvement Works

5.3. Clause 2 of the Template concerns Street Structures on Borough Roads that TfL considers are required for the purposes of the Combined Scheme and sets out the consent and delegation for TfL to do so under Section 8 of the 1980 Act. Schedule 3 of the Template contains an initial indicative list (which may be updated) of Street Structures and affected roads where Works are expected to take place; TfL is expected to pro-actively engage with Authorities when compiling this initial list. Clause 2.2 gives formal section 8 consent to implement the Works on Street Structures as and when the design drawings for the Works are finalised (“Finalised Drawings”) and also provides consent for TfL to have access to Structures, to undertake preparatory or preliminary activities to enable design drawings to be prepared and finalised. Authorities must provide TfL and its contractors access to relevant Street Structure asset data.

Improvement Works

- 5.4. Clause 3 details the various elements comprising the Improvement Works regarding traffic signs and camera installations, including subsequent Adjustment Works and Additional Unplanned Works. Included is the cutting back or removal of any vegetation or foliage (including its on-going maintenance) likely to impede or obscure the view or operation of any traffic sign or camera installation. The survey or testing of any Street Structures as part of the above Works is to be carried out by TfL and its contractors. This links with Clause 5 which sets out the timetable for implementing the Works.

Design drawings process

- 5.5. Clause 4 sets out the process for the production of “Finalised Drawings” for individual Improvement Works (including any Adjustment Works and/or Additional Unplanned Works) on Street Structure(s). TfL and the Authorities must co-operate and use their reasonable endeavours with the objective of producing “Finalised Drawings” in as efficient and effective a way practicable, including with as few revisions as necessary. TfL will prioritise some of the Works and expects to be able to provide some Authorities with initial packs of First Issue drawings as soon as practicable. Where this is the case the initial 10 working days’ time period below (Stage 1) will only start from the date the Authority signs and enters into the Template and it becomes a binding Section 8 Agreement with TfL i.e. not any earlier date they received the drawings. This does not prevent the Authority from providing its response and agreeing the drawings beforehand if they wish to.
- 5.6. There is a two stage process which includes deadlines for responses by the Authority, initially 10 working days (Stage 1) and then 5 working days (Stage 2). If a response is not made to TfL within these timescales using the designated response form then the drawings submitted by TfL will be deemed to be the applicable Finalised Drawings, unless a time-extension has been agreed with TfL. Those drawings not expressly disputed will be deemed agreed as Finalised Drawings. Where there is a PFI Contractor then the Authority is responsible for ensuring the contractors is/are involved and the appropriate response deadlines are met. The deadlines will be applied strictly, and all parties are expected to communicate by email. TfL and its contractors will implement the Works on Street Structures as expeditiously as practicable in accordance with the applicable Finalised Drawings within a margin of tolerance of 5 metres. Experience from ULEX showed that records as to the exact location of underground utilities are often inaccurate requiring e.g. feeder pillars in particular to be relocated up to 5 metres away in order for the cabling to work. TfL will provide the Authority with a schedule of equipment, the relevant Street Structure(s) and location as a record of the Works carried out as soon as practicable after completion.

- *Stage 1:*

TfL submits initial (“First Issue”) design drawings which the Authority can:

(a) accept (which may be all or some of the First-issue drawings) in which case they become the Finalised Drawings, including as amended by any changes proposed by the Authority and accepted by TfL or

(b) request changes using the Response Form and providing marked-up drawings; or if

(c) TfL rejects the Authority's changes then the process goes to Stage 2.

- *Stage 2:*

TfL and the Authority must communicate as soon as possible about the matters concerning them and see if a solution can be agreed, after which:

(a) TfL will issue drawings reflecting the agreed solution (which become the Finalised Drawings); or

(b) TfL essentially starts the process again with a different Street Structure, where the process goes back to Stage 1 except that the Authority's response time is now 5 working days not ten days; or

(c) reflecting TfL's direct installation powers (see section 6 below) to implement the Works without the Authority's agreement, TfL may issue Finalised Drawings in a form that has not been agreed but where, nonetheless, TfL will accommodate the Authority's concerns so far as it considers it reasonable to do so, if at all.

Commencement of Improvement Works and LoPS approvals

5.7. Clause 6 covers commencement of the Works and related LoPS street works permit approvals. LoPS is a 'common' permit scheme with each Authority managing their own permit scheme under a common set of rules, operated by TfL and the Authorities as street authorities participating in the scheme. LoPS gives Authorities powers to manage works on the public highway. TfL and its contractors will apply for the necessary consents or permits under LoPS to allow individual works to take place. Even if no Section 8 Agreement is in place TfL's direct installation powers (see below) give it a lawful authority and a legitimate basis to undertake the Works without the Authority's consent, subject to LoPS permits being obtained. Authorities' approval of permit applications should take place within the response times set out in LoPS, and must not otherwise be unreasonably withheld or delayed. To expedite matters Authorities should assist TfL and its contractors to rectify any defects in their LoPs applications. Authorities are expected to issue the permit documentation within 24 hours of approval or their deemed approval under the scheme. Any disputes regarding the permit process will be resolved under the Dispute Review procedure (see LoPS paragraph 16.5) in the first instance.

5.8. The duration of works for each activity is expected to take 3 working days or less and so fall within the "Minor Activities" category (see LoPS paragraphs 4.4.1 and 4.4.2) in whatever permutation they are carried out. The activities can generally be divided for each site into excavation and erection of posts/ poles, installation of sign/camera and provision of power connection where required. There may, however, be some locations which will require the need for a Temporary Traffic Regulation Order; in these cases the Works will be promoted as "Major Activities".

Costs, maintenance and indemnity

5.9. Under Clause 7 TfL will bear the whole cost of implementing the Works, their maintenance and future modernisation. TfL provides an indemnity to the Authority on normal commercial terms. TfL will pay the Authority's reasonable legal fees in connection with entering into the

Template. Authorities are reminded that it is not appropriate, nor do they have legal powers, to demand any payment from TfL over and above those fees and/or the normally applicable LoPS permit application fees.

Co-operation and good faith

- 5.10. Clause 8 obliges both parties to co-operate with, act reasonably and in good faith towards one another in connection with the implementation of this Agreement generally, and in particular for the purpose of securing in an expeditious manner:
- the production of Finalised Drawings;
 - the approval and issue of LoPS Permits; and
 - the completion of the Works (or enough of them as TfL considers appropriate) sufficiently in advance of, and by no later than, the Scheme Commencement Date including to allow time for testing.
- 5.11. Both TfL and the Authorities should ensure they are appropriately resourced so as to be able to engage with each other speedily and effectively including, in particular, on the production of design drawings (Clause 4) and compliance with LoPS response times (Clause 6).
- 5.12. The Template does not contain a clause referring disputes to an external arbitrator (e.g. the President of the Royal Institution of Chartered Engineers) during which matters are normally held in abeyance. Given the nature and constrained timetable for the Works, both parties have an overriding obligation to co-operate with, act reasonably and in good faith towards one to minimise the risks of a dispute arising and, where they do, to secure the expeditious resolution of the dispute including by each organisation involving their senior management. (Disputes about street permits are to be dealt with under LoPS.)

Form of agreement

- 5.13. The Template takes the form of an exchange of an agreed letter to be signed by relevant officers from each organisation with the appropriate delegated authority and, for speed, to be exchanged by email in PDF format. Given the relatively limited nature of the Works a six year limitation period⁴ is considered adequate and appropriate; it is not necessary for the agreement to be executed as a deed under seal where a 12 year limitation period would apply. This will also avoid the additional administration involved for both Parties in applying their seals. Previous Section 8 and Section 65 agreements with TfL concerning earlier Improvement Works installed for LEZ in 2008, the original central London ULEZ in 2019 and the ULEX expansion to inner London in 2021 will be revoked and they will instead governed by this agreement.

⁴ This is the time limit within which legal actions can be brought in respect of breaches of the agreement. An agreement executed as a deed under seal has limitation period of 12 years; an agreement executed by signature has a six year limitation period.

6. Reserve powers⁵

6.1. Although it is the Mayor's wish that TfL and Authorities act co-operatively, and it is not the Mayor's preference they are used, it should be noted that TfL has statutory "direct installation powers" under Schedule 23 to the GLA Act 1999 that enable it as Charging Authority for the Combined Scheme to directly carry out the Works on Street Structures on Borough Roads. They give TfL a lawful authority to do so, which if necessary, TfL may do without the Authority's consent, whether under Section 8 Agreement or otherwise. These direct installation powers are referred to in Clause 8 of the Template.

6.2. Paragraph 4(6) of Schedule 23 concerns signage and states:

"The charging authority may enter any land⁶, and exercise any other powers which may be necessary, for placing and maintaining, or causing to be placed and maintained, traffic signs in connection with the charging scheme."

6.3. This gives TfL statutory powers to enter Borough Roads, including for the purpose of undertaking surveys and testing, and to place and maintain traffic signs on an Authority's Street Structures, as well as to install any new poles or structures for that purpose.

6.4. Paragraph 14 of Schedule 23 states that:

"A charging authority may-

(a) install and maintain, or authorise the installation and maintenance of, any equipment; or

(b) construct and maintain, or authorise the construction and maintenance of, buildings or other structures, used or, to be used in connection with the operation or enforcement of charging scheme."

6.5. This power covers equipment and structures to be used in connection with the operation or enforcement of the Combined Scheme, and allows TfL to install enforcement cameras and related equipment such as (including for traffic signs) power connections and ducting on an Authority's Street Structures, to install new posts/ poles and to carry out surveys and testing.

6.6. The Mayor's overwhelming preference is for TfL and individual Authorities to use the Template Section 8 agreement as the framework for working together to implement the Works in accordance with this Guidance. TfL's use of its direct installation powers should be regarded as a reserve power only to be used after attempts to resolve matters have proved unsuccessful. However, TfL may appropriately use them to ensure that the Works (or enough of them) are completed sufficiently in advance of the Scheme Commencement Date. It may also be appropriate for TfL to use them if an Authority has refused to enter into an agreement in the form of the Template by the target date mentioned in paragraph 3.3 above. TfL will only exercise its powers after having given the Authority appropriate prior notice and considering any representations received.

⁵ The text in Section 6 (Reserve Powers) has been approved by counsel, Ruth Stockley, King Chambers 36 Young Street, Manchester, M3 3FT, General Editor of the Highway Law and Practice Encyclopaedia and co-author of Highway Law (Sauvain, Stockley & Westaway), 6th Edition.

⁶ The Interpretation Act 1978 defines "land" as including buildings and other structures.

- 6.7. The Mayor has the power to issue directions to Authorities under paragraph 33(1) of Schedule 23 in appropriate circumstances. Under paragraph 33(2) the Authority concerned must comply. The Mayor equally regards these as reserve powers.

7. Conclusion

- 7.1. The Mayor recognises the significant work involved for Authorities involved in this important project to help address London's triple challenges of air pollution, the climate emergency and traffic congestion. He greatly appreciates their cooperation in achieving a smooth and efficient opening of the London-wide ULEZ by 29 August 2023. Through TfL he wishes to make the process as efficient and streamlined for Authorities as practical. His preferred approach is for the Improvement Works to be carried out on a consensual and cooperative basis as set out in this Guidance.