

ELIZABETH II



1972 CHAPTER xxxvi

An Act to empower Earlpar Development Company Limited to construct and operate works at Bath Side Bay, Harwich; and for other purposes.

[9th August 1972]

WHEREAS by a Memorandum and Articles of Association certain persons described in the Memorandum and thereto subscribing formed themselves into a company which was incorporated under the Companies Acts 1948 to 1967 and was registered on 27th August, 1970, under the name of Earlpar Development Company Limited (hereinafter called "the Company"):

And whereas the objects for which the Company were established include the carrying on of all or any of the businesses of

land reclamation, drainage, flood prevention, civil engineering and civil engineering contractors for the construction and maintenance of coastal and marine works of all kinds:

And whereas the existing port facilities and allied services in the area of the Stour and Orwell ports in the counties of Essex and East Suffolk are insufficient for present and future needs and it would be of national benefit and local advantage if improved and additional facilities and services were provided:

And whereas it is expedient to empower the Company to construct and operate quay, dock and other works on lands adjoining the area known as Bath Side, Harwich, as in this Act provided:

And whereas it is expedient that the other powers in this Act contained should be conferred upon the Company and that the other provisions in this Act contained should be enacted:

And whereas a plan and sections showing the lines or situations and levels of the works to be constructed under the powers of this Act have been deposited in the office of the Clerk of the Parliaments and in the Private Bill Office of the House of Commons and with the clerk of the county council of Essex, which plan and sections are respectively referred to in this Act as the deposited plan and the deposited sections:

And whereas the purposes of this Act cannot be effected without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted, and be it enacted, by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:—

Short title. 1. This Act may be cited as the Bath Side Bay Development Act 1972.

Interpretation. 2.—(1) In this Act, unless there be something in the subject or context repugnant to such construction, the several words and expressions to which meanings are assigned by the Acts wholly or partly incorporated herewith have in relation to the relative subject-matter the same respective meanings and—

1847 c. 27. “the Act of 1847” means the Harbours, Docks and Piers Clauses Act 1847;

- “ the authorised works ” means the works described in and authorised by section 4 (Power to construct works) of this Act;
- “ the Bath Side Quay ” means the quays and dock formed by the construction of Works Nos. 1, 2, 3 and 4 and the filling in of the foreshore and bed of the river Stour authorised by subsection (3) of section 4 (Power to construct works) of this Act;
- “ the Company ” means Earlpar Development Company Limited and except for the purposes of section 4 (Power to construct works), section 10 (Period for completion of works) and section 36 (Costs of Act) shall after the date of a conveyance, assignment or lease by the Company of the authorised works and the undertaking of which they form part to any authority, company, body or person (pursuant to the provisions of section 19 (Power to sell or lease works) of this Act) mean the authority, company, body or person in whom the authorised works and such undertaking are for the time being vested;
- “ the conservancy board ” means the Harwich Harbour Conservancy Board;
- “ enactment ” means any enactment, whether public general or local, and includes any order, byelaw, rule, regulation, scheme or other instrument having effect by virtue of an enactment;
- “ hovercraft ” has the same meaning as in section 4 of the Hovercraft Act 1968; 1968 c. 59.
- “ hydrofoil vessel ” means a vessel, however propelled, designed to be supported on foils;
- “ land ” includes any estate or interest in land and land covered by water;
- “ the level of high water ” means the level of mean high-water springs;
- “ the limits of deviation ” means the limits of deviation shown on the deposited plan;
- “ the Parkeston Quay extension ” means the extension of Parkeston Quay (Work No. 16) authorised by the British Railways Act 1971; 1971 c. xlv.
- “ the quay master ” means the quay master for the time being appointed by the Company and includes the deputies and assistants of a person so appointed;

“tidal work” means so much of any work authorised by this Act as is on, under or over tidal waters or tidal lands below the level of high water;

“vessel” includes any ship, boat, raft or craft of every class or description howsoever navigated or propelled and a hovercraft and a hydrofoil vessel.

(2) Any reference in this Act to any enactment shall be construed as a reference to that enactment as applied, extended, amended or varied by, or by virtue of, any subsequent enactment, including this Act.

(3) All directions, distances, lengths and widths stated in any description of works, powers or lands shall be construed as if the words “or thereabouts” were inserted after each such direction, distance, length and width.

(4) Unless the context otherwise requires, any reference in this Act to a work identified by the number of such work shall be construed as a reference to the work of that number authorised by this Act.

Incorporation
of Harbours,
Docks and
Piers Clauses
Act 1847.
1847 c. 27.

3.—(1) The provisions of the Act of 1847 (except sections 6 to 9, 11 to 13, 16 to 23, 25, 26, 27, 30, 33, 47, 49, 50, 67, 77, 78, 84 to 90, 94, 95, 97 and 98), so far as the same are applicable to the purposes and are not inconsistent with the provisions of this Act, are hereby incorporated with and form part of this Act:

Provided that—

- (i) the expressions “the harbour, dock, or pier” and “the harbour master” where used in the said incorporated provisions mean the Bath Side Quay and the quay master respectively;
- (ii) the meaning of the word “vessel” as defined in this Act shall be substituted for the meaning assigned to it by section 3 of the Act of 1847;
- (iii) section 53 of the Act of 1847 shall not be construed as requiring the quay master to serve upon the master of a vessel a notice in writing of his directions but such directions may be given orally or otherwise communicated to the master of the vessel:

Provided that a notice which is not in writing shall not be deemed to be sufficient unless in the opinion of the court before which any case may be heard it was not reasonably practicable to serve a written notice on the master of the vessel.

(2) In the construction of the enactments so incorporated with this Act, the expression "special Act" shall be read as a reference to this Act and the expressions "company" and "undertakers" shall mean the Company.

4.—(1) Subject to the provisions of this Act, the Company may, when they have acquired the necessary lands or obtained sufficient interests therein, make and maintain in the lines and situations and upon the lands delineated on the deposited plan and according to the levels shown on the deposited sections, the works in the county of Essex hereinafter described with all necessary works and conveniences connected therewith:—

Partly in the borough of Harwich and partly on the foreshore and bed of the river Stour adjacent thereto—

Work No. 1 A bund or retaining embankment ("the inner bund") commencing by a junction with the embankment forming part of the Parkeston Quay extension at a point 363 yards east of the eastern head wall of the culvert carrying the Dovercourt Dock river under the railway between Manningtree and Harwich and terminating by a junction with an existing embankment on the bed and foreshore of the river Stour at a point 272 yards west of the junction of Canning Street and Stour Road, Harwich.

Work No. 2 A bund or retaining embankment ("the main bund") commencing by a junction with the embankment forming part of the Parkeston Quay extension at a point 418 yards east-south-east of the eastern end of the existing quay wall of Parkeston Quay and terminating at a point on the foreshore and bed of the river Stour 1,047 yards east of the said point of commencement.

Work No. 3 A quay wall and a quay between such quay wall and the main bund (Work No. 2) providing berths for vessels, the quay wall commencing by a junction with the quay wall forming part of the Parkeston Quay extension at its termination at a point 408 yards east of the eastern end of the existing quay wall of Parkeston Quay and terminating at the termination of the main bund (Work No. 2) (hereinbefore described).

Work No. 4 A dock and quays, providing berths for vessels, to be formed by the construction of a quay wall commencing at the termination of the main bund (Work No. 2) (hereinbefore described) and terminating at a point on the embankment on the south-west side of Gas House Creek 55 yards west of the westernmost corner of the former gas works.

Work No. 5 A bridge and approach roads over the railway between Manningtree and Harwich commencing by a junction with a road proposed to be constructed by the Essex County Council at a point 69 yards north of the north-eastern corner of Parkeston Cemetery and terminating at a point 418 yards south-east of the culvert carrying the Dovercourt Dock river under the said railway.

Work No. 6 An access road commencing at the termination of Work No. 5 (hereinbefore described) and terminating at a point 50 yards north of the commencement of the inner bund (Work No. 1) (hereinbefore described).

(2) The Company may within the limits of deviation from time to time extend, enlarge, alter, replace or reconstruct temporarily or permanently the authorised works.

(3) The Company may fill in and reclaim from the foreshore and bed of the river Stour and may hold and use as part of the Bath Side Quay so much of the foreshore and bed of the said river as is situated within the limits of deviation for Works Nos. 1 to 4 and 6 and is required for or in connection with the authorised works.

(4) The Company shall erect a good and sufficient fence on each side of the bridge comprised in Work No. 5 and shall thereafter maintain such fences in good and substantial condition.

Subsidiary works.

5.—(1) Subject to the provisions of this Act, the Company for the purposes of or in connection with the authorised works may in addition to such works—

(a) execute, place and keep, either permanently or temporarily, all such caissons, cofferdams, piles, piers, quays, abutments, embankments, bridges, cuts, channels, approaches, ways, access works, wharves, walls, fences, drains, sewers, pipeways, tunnels, fenders, mooring posts, bollards, booms, dolphins, pontoons, stagings,

warehouses, sheds, pumping and sluicing works, lifts, cranes; winches, capstans, gantries, conveyors, staithes, tips, railways, tramways, junctions, sidings, turntables, stairs, subways, buildings and other works and conveniences as they may find necessary or expedient for or in connection with the construction, maintenance or use of the authorised works;

(b) temporarily or permanently use, strengthen, widen, improve, alter or otherwise interfere with drains, sewers, intake or other channels, submarine cables, telegraphic, telephonic, water and other pipes, lines, wires, works and apparatus (all of which are hereafter in this section referred to as "apparatus") providing where possible a proper substitute before interrupting the passage of sewage or water in or through any apparatus;

(c) raise, sink or otherwise alter the level of any land:

Provided that the powers conferred on the Company by this subsection in relation to the authorised works shall not be exercised outside the limits of deviation for those works.

(2) Any apparatus rendered unnecessary by the substitution of other apparatus therefor shall vest in the Company and the substituted apparatus shall be under the same jurisdiction, care, management and direction as the existing apparatus for which it may be so substituted.

(3) In the exercise of the powers conferred by this section, the Company shall cause as little detriment and inconvenience as the circumstances permit to any person and shall make reasonable compensation for any damage caused to any person by the exercise of such powers.

(4) (a) Before executing any works under paragraph (b) of subsection (1) of this section for the purposes of or in connection with the authorised works affecting any apparatus (not being a drain, sewer or pipe belonging to or repairable by the local authority), the Company shall submit to the appropriate authority sufficient plans of the proposed works for their reasonable approval and shall not commence the works until such plans have been approved in writing by the appropriate authority or, if not so approved, until they have been settled by arbitration:

Provided that if, within twenty-eight days after such plans have been furnished to the appropriate authority, they shall not have intimated their disapproval thereof and the grounds of the disapproval they shall be deemed to have approved them.

(b) The Company shall execute such works in accordance with such plans as may be submitted to and approved by the appropriate authority or, if such approval be refused, as may be settled by arbitration and all such works shall be executed to the reasonable satisfaction of the appropriate authority and the Company shall at all times afford to the representative of the appropriate authority access for the purpose of inspecting such works.

(c) The Company shall give reasonable notice to the appropriate authority of the time at which such works are intended to be executed and shall comply with such reasonable conditions as the appropriate authority may require.

(d) Any dispute or difference which may arise between the appropriate authority and the Company under this subsection (other than one relating to disputed compensation) shall be settled by arbitration.

(e) Any question of disputed compensation payable under the provisions of this section shall be determined under and in accordance with the Land Compensation Act 1961.

1961 c. 33.

(f) In this subsection—

“the appropriate authority” means in relation to any apparatus the authority to whom it belongs or by whom it is repairable;

“local authority” means the council of a borough or rural district; and

“plans” includes sections and particulars.

Power to dredge.

6. Subject to the provisions of this Act the Company may, from time to time, deepen, dredge, alter and improve the bed, shores and channels of the river Stour—

(a) within the limits of deviation for Works Nos. 1, 2, 3, 4 and 6 or any part or parts thereof; and

(b) within an area, outside the limits of deviation for the said works, extending northwards as far as the existing dredged channel of the river Stour, westwards to the area immediately north of the Parkeston Quay extension and eastwards to the seaward approaches to the dock and quays (Work No. 4) (which area is shown within the lines marked “Limit of dredging” and is marked “Dredging Area” on the deposited plan);

for the purpose of affording uninterrupted means of access to the authorised works and may as they think fit use, appropriate or dispose of the materials from time to time taken up or collected by them from the river Stour in the course of any such operations:

Provided that no such materials (other than materials required for use in connection with the construction of the authorised works) shall be deposited below the level of high water except in such places and in accordance with such restrictions or regulations as may be approved or prescribed by the Secretary of State for Trade and Industry nor shall any such materials be deposited in any place within the jurisdiction of the conservancy board without the consent of that board.

7. So much of the authorised works as is outside the area of the petty sessional division and borough of Harwich in the county of Essex shall for all purposes be deemed to be within the said area and borough.

Works to be within petty sessional division and borough of Harwich.

8. Subject to the provisions of this Act in the execution of any, or any part, of the authorised works the Company may deviate from the lines or situations thereof shown on the deposited plans to the extent of the limits of deviation and may deviate vertically from the levels shown on the deposited sections to any extent not exceeding 10 feet upwards and to such extent downwards as may be found necessary or convenient.

Power to deviate.

9.—(1) The Company may for the purpose of, and during the execution of, the authorised works over or under any railway, erect, place or execute and maintain upon, over or under such railway all such temporary structures, erections, works, apparatus and appliances as may be necessary or convenient and as will not prevent the safe use of such railway or interfere to any greater extent than is reasonably necessary with the traffic thereon.

Power to execute temporary works on railways.

(2) Any question or dispute arising under this section shall be determined by arbitration.

10. If the authorised works are not completed within ten years from the passing of this Act or such extended time as the Secretary of State for the Environment may on the application of the Company allow, then on the expiration of that period or such extended time (as the case may be) the powers by this Act granted to the Company for making and completing those works shall cease, except as to so much thereof as is then completed.

Period for completion of works.

11. Any person who wilfully obstructs any person acting under the authority of the Company in setting out the lines of the authorised works, or who moves or removes any pole, stake, station point or bench mark established for the purposes of such setting out, shall for every such offence be liable to a fine not exceeding ten pounds.

Fine for obstructing works.

Tidal works not to be executed without approval of Secretary of State for Trade and Industry.

12.—(1) A tidal work shall not be constructed, extended, enlarged, altered, replaced or reconstructed except in accordance with plans and sections approved by the Secretary of State for Trade and Industry and subject to any conditions and restrictions imposed by the Secretary of State before the work is begun.

(2) If a tidal work is constructed, extended, enlarged, altered, replaced or reconstructed in contravention of this section or of any condition or restriction imposed under this section—

(a) the Secretary of State for Trade and Industry may by notice in writing require the Company at their own expense to remove the tidal work or any part thereof and restore the site thereof to its former condition; and if, on the expiration of thirty days from the date when the notice is served upon the Company they have failed to comply with the requirements of the notice, the Secretary of State may execute the works specified in the notice; or

(b) if it appears to the Secretary of State urgently necessary so to do, he may himself remove the tidal work or part of it and restore the site to its former condition;

and any expenditure incurred by the Secretary of State in so doing shall be recoverable from the Company as a simple contract debt.

Provision against danger to navigation.

13.—(1) In case of injury to or destruction or decay of a tidal work or any part thereof the Company shall forthwith notify the conservancy board and shall lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as the conservancy board shall from time to time direct.

(2) If the Company fail to notify the conservancy board as required by this section or to comply in any respect with a direction given under this section, they shall be liable on summary conviction to a fine not exceeding one hundred pounds and on conviction on indictment to a fine.

Abatement of works abandoned or decayed.

14.—(1) Where a tidal work is abandoned, or suffered to fall into decay, the Secretary of State for Trade and Industry or the conservancy board may by notice in writing require the Company at their own expense either to repair and restore the work or any part thereof, or to remove the work and restore the site thereof to its former condition, to such an extent and within such limits as the Secretary of State or the conservancy board think proper.

(2) Where a work authorised by this Act and consisting partly of a tidal work and partly of works on or over land above the level of high water is abandoned or suffered to fall into decay and that part of the work on or over land above the level of high water is in such condition as to interfere or to cause reasonable apprehension that it may interfere with the right of navigation or other public rights over the foreshore, the Secretary of State for Trade and Industry or the conservancy board may include that part of the work, or any portion thereof, in any notice under this section.

(3) If, on the expiration of thirty days from the date when a notice under this section is served upon the Company they have failed to comply with the requirements of the notice the Secretary of State or the conservancy board may execute the works specified in the notice and any expenditure incurred by them in so doing shall be recoverable from the Company as a simple contract debt.

(4) If there shall be any inconsistency between a requirement of the Secretary of State for Trade and Industry and a requirement of the conservancy board under this section the requirement of the Secretary of State shall prevail.

15. The Secretary of State for Trade and Industry or the conservancy board may at any time if they deem it expedient order a survey and examination of a tidal work or of the site upon which it is proposed to construct the work and any expenditure incurred by the Secretary of State or the conservancy board in any such survey and examination shall be recoverable from the Company as a simple contract debt. Survey of tidal works.

16.—(1) After the completion of a tidal work the Company shall at the outer extremity thereof exhibit every night from sunset to sunrise such lights, if any, and take such other steps for the prevention of danger to navigation as the conservancy board shall from time to time direct. Permanent lights on tidal works.

(2) If the Company fail to comply in any respect with a direction given under this section they shall be liable on summary conviction to a fine not exceeding one hundred pounds and on conviction on indictment to a fine.

17.—(1) The Company shall at or near a tidal work during the whole time of the construction, extension, enlargement, alteration, replacement or reconstruction thereof exhibit every night from sunset to sunrise such lights, if any, and take such other steps for the prevention of danger to navigation as the Secretary of State for Trade and Industry and the conservancy board or as, failing agreement between the Secretary of State and the conservancy board, the Secretary of State shall from time to time direct. Lights on tidal works during construction.

(2) If the Company fail to comply in any respect with a direction given under this section they shall be liable on summary conviction to a fine not exceeding one hundred pounds and on conviction on indictment to a fine.

Charges for
quay
facilities.

18. The Company may demand, take and recover such reasonable charges for services and facilities provided by them as they may from time to time determine.

Power to
sell or lease
works.

19.—(1) The Company may, so far as they are not otherwise empowered so to do, at any time sell, lease or charge the authorised works together with the lands, buildings, machinery, apparatus, works and conveniences connected therewith or any part thereof to any authority, body, company or person subject to any terms and conditions affecting the same in the hands of the Company and operating for the protection or benefit of other persons but otherwise in such manner and for such consideration and on such terms and conditions as may be agreed between the Company and such authority, body, company or person.

(2) As from the date of any sale or the commencement of any lease made under subsection (1) of this section the authority, body, company or person shall have and may exercise all or any of the powers conferred upon the Company by this Act (including those of this section but in the case of a lease only to the extent provided in the lease) and shall be subject to all the liabilities and obligations to which the Company are subject and perform all duties of the Company under this Act.

Limits of
quay master's
authority.

20.—(1) The limits within which the powers of the quay master may be exercised under and subject to the provisions of the Act of 1847, as incorporated with this Act, shall extend seawards for a distance of 300 feet from the quay wall forming part of Work No. 3.

(2) Nothing in this section shall affect the rights, powers authorities and privileges of the conservancy board.

Application
of Local
Government
Act 1933 to
byelaws.
1933 c. 51.

21.—(1) All byelaws made by the Company shall be subject to the provisions contained in subsections (2), (3), (4), (5), (6) and (7) of section 250 (Procedure &c. for making byelaws) and in sections 251 (Fines for offences against byelaws) and 252 (Evidence of byelaws) of the Local Government Act 1933 and all penalties imposed for the breach of any such byelaws shall be recoverable in manner provided by that Act for the recovery of penalties and those sections shall for the purposes of this section be construed as if the words "the Company" were inserted instead of the words "the authority" wherever they occur and as if the reference to "the clerk of the authority" included a reference to "the Secretary of the Company".

(2) The confirming authority for the purposes of the said section 250 shall be the Secretary of State for the Environment.

22. For the protection of the British Railways Board (in this section referred to as "the board") the following provisions shall, unless otherwise agreed in writing between the Company and the board, apply and have effect:—

For protection
of British
Railways
Board.

(1) In this section—

"railway property" means any railway and any quays, jetties and moorings of the board, and any works connected therewith for the maintenance or operation of which the board are responsible, and includes any lands held or used by the board for the purposes of such railway, quays, jetties, moorings or works;

"the works" means so much of the works authorised by this Act as may be situated upon, across, under or over or may abut on or in any way affect railway property and includes the construction, maintenance and renewal of such works;

"the engineer" means an engineer to be appointed by the board;

"plans" includes sections, drawings and specifications:

(2) Notwithstanding anything shown on the deposited plan and the deposited sections the Company shall so construct Work No. 5 as to provide a headway of not less than 17 feet 6 inches above the rail level of the railway of the board where Work No. 5 is carried over such railway:

(3) The Company shall before commencing the works (other than works of maintenance or repair) furnish to the board proper and sufficient plans thereof for the approval of the engineer and shall not commence the works until plans thereof have been approved in writing by the engineer or settled by arbitration:

Provided that—

(a) the approval of the engineer shall not be unreasonably withheld; and

(b) if within twenty-eight days after such plans have been furnished to the board the engineer shall not have intimated his disapproval thereof and the specific grounds of his disapproval he shall be deemed to have approved the same:

(4) If within twenty-eight days after such plans have been furnished to the board the board shall give notice to the Company that the board desire themselves to construct

any part of the works which in the opinion of the engineer will or may affect the stability of railway property then if the Company desire such part of the works to be constructed the board shall construct the same with all reasonable dispatch on behalf of, and to the reasonable satisfaction of, the Company in accordance with the plans approved or deemed to be approved or settled as aforesaid:

- (5) Upon signifying his approval or disapproval of the plans the engineer may specify any protective works, whether temporary or permanent, which in his opinion should be carried out on railway property before the commencement of the works in order reasonably to ensure the safety or stability of railway property and such protective works as may be reasonably necessary for those purposes shall be constructed by the board with all reasonable dispatch and the Company shall not commence the construction of the works until the engineer shall have notified the Company that the protective works have been completed:
- (6) The Company shall give to the engineer twenty-eight days' notice of their intention to commence the construction of any of the works and except in emergency (when they shall give such notice as may be reasonably practicable) also of their intention to carry out any works for the repair or maintenance of the works in so far as such works of repair or maintenance affect or interfere with railway property:
- (7) The works shall when commenced be carried out with all reasonable dispatch in accordance with the plans approved or deemed to have been approved or settled as aforesaid and under the supervision (if given) and to the reasonable satisfaction of the engineer and in such manner as to cause as little damage to railway property as may be and so far as is reasonably practicable so as not to interfere with or obstruct the free, uninterrupted and safe user of railway property or the traffic thereon and the use by passengers of railway property and if any damage to railway property or any such interference or obstruction shall be caused or take place by reason of the works the Company shall, notwithstanding any such approval as aforesaid, make good such damage and shall on demand pay to the board all reasonable expenses to which they may be put and reasonable compensation for any loss which they may sustain by reason of any

such damage, interference or obstruction other than damage, interference or obstruction caused by the neglect or default of the board, their servants or agents:

- (8) The Company shall at all times afford reasonable facilities to the engineer for access to the works during their construction and shall supply him with all such information as he may reasonably require with regard to the works or the method of construction thereof:
- (9) The board shall at all times afford reasonable facilities to the Company and their agents for access to any works carried out by the board under this section during their construction and shall supply the Company with such information as they may reasonably require with regard to such works or the method of construction thereof:
- (10) If any alterations or additions, either permanent or temporary, to railway property shall be reasonably necessary during the construction of the works or during a period of twelve months after the completion thereof in consequence of the construction of the works such alterations and additions may be effected by the board after notice has been given to the Company and the Company shall pay to the board on demand the reasonable cost thereof as certified by the engineer including, in respect of permanent alterations and additions, a capitalised sum representing the increased or additional cost of maintaining, working and, when necessary, renewing any such alterations or additions:

Provided that if the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions, a capitalised sum representing such saving may be set off against any sum payable by the Company to the board under this section:

- (11) Section 26 (For protection of Harwich Harbour Conservancy Board, Felixstowe Dock and Railway Company and Harwich Dock Company Limited) of this Act shall apply to the board as if the board were one of the protected interests and as if the protected area included Parkeston Quay, the Parkeston Quay extension, the train ferry dock and Gas House Creek:
- (12) The Company shall repay to the board all costs, charges and expenses reasonably incurred by the board—
 - (a) in constructing any part of the works on behalf of the Company as provided by paragraph (4) of this section or in constructing any protective works

under the provisions of paragraph (5) of this section including, in respect of any permanent protective works, a capitalised sum representing the cost to the board of maintaining and renewing such works:

Provided that if the cost of maintaining, working or renewing railway property is reduced in consequence of such protective works, a capitalised sum representing such saving may be set off against any sum payable by the Company to the board under this section;

(b) in respect of the employment of any inspectors, signalmen, watchmen and other persons whom it shall be reasonably necessary to appoint for inspecting, watching, lighting and signalling railway property and for preventing, as far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction, maintenance, repair or failure of the works;

(c) in respect of any special traffic working necessary as a result of the construction, maintenance, repair or failure of the works and which may in the opinion of the engineer be required to be imposed;

(d) in respect of the making good of any damage caused to railway property by reason of the scouring of the river bed due to changed river flows occasioned by the carrying out of the works authorised by this Act;

(e) in respect of any additional temporary lighting of railway property in the vicinity of the works being lighting made reasonably necessary as a result of the works or the failure thereof;

(f) in respect of the approval by the engineer of plans submitted by the Company and the supervision by him of the works:

- (13) If at any time after the completion of the works the board shall give notice to the Company informing them that the state of repair of the works appears to be such as to affect prejudicially railway property the Company shall within twenty-eight days of the receipt of such notice take such steps as may be reasonably necessary to put the works in such state of repair as not to affect prejudicially railway property and if and whenever the Company fail to do so the board may make and do in and upon the lands of the board or of the Company all such works and things as shall be requisite to put the

works in such state of repair as aforesaid and the costs and expenses reasonably incurred by the board in so doing shall be repaid to them by the Company:

(14) All temporary structures, erections, works, apparatus and appliances erected or placed by the Company under the powers of section 9 (Power to execute temporary works on railways) of this Act upon or over any railway of the board shall as soon as reasonably practicable be removed by the Company to the reasonable satisfaction of the engineer and in such a way as to cause as little damage to railway property and as little interference with, or interruption to, the traffic on the railways of the board as may be and if any damage to railway property or such interference, delay or interruption shall be caused by any such failure to remove any such temporary structures, erections, works, apparatus or appliances the Company shall forthwith make good such damage and pay to the board the reasonable costs and expenses to which they may be put and reasonable compensation for any loss which they may sustain by reason of such damage, interference, delay or interruption:

(15) The Company shall be responsible for and make good to the board all costs, charges, damages and expenses not otherwise provided for in this section which may be occasioned to or reasonably incurred by the board—

(a) by reason of the works or the failure thereof; or

(b) by reason of any act or omission of the Company or of any persons in their employ or of their contractors or others whilst engaged upon the construction of the works;

and the Company shall effectively indemnify and hold harmless the board from and against all claims and demands arising out of or in connection with the construction of the works or any such failure, act or omission as aforesaid and the fact that any act or thing may have been done by the board on behalf of the Company or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under his supervision shall not (if it was done without negligence on the part of the board or of any person in their employ or of their contractors or agents) excuse the Company from any liability under the provisions of this section:

Provided that the board shall give to the Company reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of the Company:

- (16) Any difference arising between the Company and the board under this section (other than a difference as to the meaning or construction of this section) shall be referred to and settled by arbitration.

For protection
of Eastern
Electricity
Board.

23. For the protection of the Eastern Electricity Board (hereinafter referred to as "the board") the following provisions shall, unless in any case it is otherwise agreed in writing between the Company and the board, apply and have effect:—

- (1) In this section—

"apparatus" means any electric line or works (as respectively defined in the Electric Lighting Act 1882) belonging to or maintained by the board and the expression "adequate alternative apparatus" means alternative apparatus adequate to enable the board to fulfil their statutory functions in a manner not less efficient than previously;

"in" in a context referring to apparatus includes under, over, across, along or upon:

- (2) The powers conferred on the Company by section 5 (Subsidiary works) of this Act shall not be exercised in respect of any apparatus:
- (3) The Company shall not for the purposes of exercising the powers of this Act seek to remove any apparatus or exercise such powers so as to obstruct or render unreasonably inconvenient the access to any apparatus until adequate alternative apparatus shall have been constructed and is in operation to the reasonable satisfaction of the board:
- (4) If the Company for the purpose of exercising the powers of this Act require the removal or alteration of any apparatus, they shall give to the board written notice of their requirement, or if in consequence of the exercise of the powers of this Act the board shall require to remove or alter any apparatus, the Company shall afford to the board the necessary facilities and rights for the construction of adequate alternative apparatus or alteration of the apparatus, as the case may be, in other land of the Company and thereafter for the maintenance, repair, renewal and inspection of such apparatus:

1882 c. 56.

Provided that if the Company are unable to afford facilities and rights as aforesaid, the board shall on receipt of a written notice to that effect from the Company forthwith use their best endeavours to obtain the necessary facilities and rights over other land:

- (5) Not less than twenty-eight days before commencing to execute any work under the powers of this Act which is near to, or is likely to affect, any apparatus the removal or alteration of which has not been required by the Company under paragraph (4) of this section, the Company shall submit to the board a plan of the work to be executed and such work shall be executed only in accordance with the plan submitted as aforesaid and in accordance with such reasonable requirements as may be made by the board for the protection of the apparatus, or for securing access thereto, and the board shall be entitled by their officer to watch and inspect the execution of such work:

Provided that if the board within fourteen days after the submission to them of any such plan shall, in consequence of the work proposed by the Company, reasonably require the removal or alteration of any apparatus, the foregoing provisions of this section shall apply and have effect as if the removal or alteration of such apparatus had been required by the Company under paragraph (4) thereof:

- (6) The Company shall pay to the board the amount by which the costs, charges and expenses reasonably incurred by the board in connection with any removal or alteration of any apparatus or the construction of any new apparatus that may be required in consequence of the exercise of the powers of this Act shall exceed the value (such value being calculated after removal) of any apparatus removed in consequence of alternative apparatus being provided and shall also make compensation to the board for any damage caused to any apparatus in consequence of the exercise of the said powers:
- (7) (a) Any difference which may arise between the Company and the board under this section shall be settled by arbitration;
- (b) In settling any difference under this section the arbitrator shall have regard to any duty or obligation which the board may be under in respect of any apparatus and may, if he thinks fit, require the Company to execute

any temporary or other works so as to avoid, so far as may be reasonably possible, interference with any purpose for which the apparatus is used.

For protection
of Essex River
Authority.

24. For the protection of the Essex River Authority (in this section referred to as "the authority") the following provisions shall, unless otherwise agreed in writing between the Company and the authority, apply and have effect:—

(1) (a) In this section—

"the protected area" means so much of the river Stour as lies eastward of the National Grid easting line 615000;

"the protected works" means any tidal defences or land drainage outfalls under the jurisdiction of the authority within the protected area;

"specified work" means Work No. 1, Work No. 2, Work No. 3 or so much of Work No. 4 as is certified by the authority as being in their opinion necessary for the effectual sealing off of Bath Side Bay from the main channel of the river Stour;

(b) For the purposes of this section "tidal works" shall include the works carried out under the powers of section 6 (Power to dredge) of this Act in the execution of the powers of subsection (3) of section 4 (Power to construct works) of this Act and, in relation to such works, "completion" includes the completion of the filling in and reclamation of the foreshore and bed of the river Stour authorised by the said subsection:

(2) The Company shall not—

(a) commence the construction of a specified work;
or

(b) carry out any work of alteration or repair on a specified work which is likely materially to affect the flow of water in the river Stour;

except with the consent of, and in accordance with plans and sections approved by, the authority:

(3) The consent of the authority under the last preceding paragraph shall not be unreasonably withheld; and

(a) any such consent or approval may be given subject to reasonable conditions as to the design of any work or part thereof and as to the manner and the time of the execution of any work or any part thereof for the purpose of affording to any of the

protected works protection from any adverse effect of any change in the regime of the river Stour as a result of the construction of the specified work; and

(b) any such consent shall, if neither given nor refused within two months after application therefor is made, be deemed to have been given:

(4) If the Company execute any work in contravention of paragraph (2) of this section the authority may remove, alter or pull down the work and recover from the Company the expenses incurred in so doing:

(5) If there shall be any inconsistency between any plans and sections approved or deemed to be approved by the authority or settled by arbitration under the provisions of this section and the plans approved by the Secretary of State for Trade and Industry under section 12 (Tidal works not to be executed without approval of Secretary of State for Trade and Industry) of this Act the specified work shall be constructed in accordance with the plans approved by the Secretary of State:

(6) (a) If, during the construction of tidal works on the foreshore or bed of the river Stour or of any temporary structures in connection therewith respectively or within five years after the completion of such works or after the removal of such temporary structures, there shall be caused or created any accumulation of silt or other material or any scouring or alteration to the tidal flow in the said river within the protected area in consequence of—

(i) the construction of tidal works or such temporary structures; or

(ii) dredging carried out in connection with the construction of or to afford access for vessels to tidal works;

which shall cause damage or impediment to any of the protected works, the Company, if so requested by the authority within the period of five years after such completion, shall remove such accumulation of silt or other material or, as the case may be, repair such damage or otherwise carry out such works or take such action as the authority may reasonably require and, if they refuse or fail to do so, the authority may cause the work to be done and may recover from the Company the reasonable cost thereof;

(b) Should any such accumulation, scouring or alteration of the tidal flow arise within the said period of five years

and be removed, repaired or otherwise remedied in accordance with the provisions of sub-paragraph (a) of this paragraph then any recurrence of such accumulation, scouring or alteration of the tidal flow shall from time to time be removed, repaired or otherwise remedied as aforesaid during a period of ten years after the completion of tidal works or the removal of such temporary structures, as the case may be:

- (7) The fact that any work has been constructed in accordance with any plans and sections approved or deemed to have been approved by the authority or with any directions or award of an arbitrator shall not relieve the Company from any liability for damage or impediment to the protected works:
- (8) Any difference arising between the Company and the authority under this section shall be settled by arbitration.

For protection
of Essex
County
Council.

25. For the protection of the county council of the administrative county of Essex (in this section referred to as "the council") the following provisions shall, unless otherwise agreed in writing between the Company and the council, apply and have effect:—

- (1) In this section—

"plans" includes sections, drawings and specifications;

"the proposed road" means the road and associated works described in paragraph (2) of this section;

"the signed plan" means the plan showing the proposed road signed by Hugh John Campling on behalf of the Company and by Reginald Bradley on behalf of the council:

- (2) In connection with and for the purpose of the authorised works the Company shall construct a road and associated works including a crossing by a bridge, or such other form of crossing as may be approved by the Essex River Authority, of the Dovercourt Dock river between the points marked A and B on the signed plan:

Provided that, if the roundabout at the point marked "A" on the signed plan has not at that time been constructed, the proposed road shall be so constructed as to connect with the then existing public highway (A.604) in a manner to be determined by the council:

- (3) Before commencing the construction of the proposed road and Works Nos. 5 and 6 the Company shall submit to the council, for their reasonable approval, plans thereof and, notwithstanding anything shown on the deposited plan and sections, the proposed road and Works Nos. 5 and 6 shall not be constructed otherwise than in accordance with such plans as may be approved by the council as aforesaid (or be deemed to be approved) or, if such approval shall be refused, as may be settled by arbitration:

Provided that, if the council do not within forty-two days after the submission to them of any such plans intimate in writing to the Company objection thereto or make any requirement with reference thereto, they shall be deemed to have approved thereof:

- (4) The proposed road and Works Nos. 5 and 6 shall be constructed to provide for an overall width of 48 feet and a carriageway width of 24 feet and two footpaths, one on either side of the carriageway, each with a width of 6 feet:

Provided that, if the council so agree, Works Nos. 5 and 6 may be narrower than 48 feet and may incorporate one footpath only:

- (5) After the construction of the proposed road and Works Nos. 5 and 6 the Company shall secure their adoption as a highway maintainable at the public expense:
- (6) Any difference arising between the Company and the council under this section (other than a difference as to the meaning or construction of this section) shall be referred to and settled by arbitration.

26. For the protection of the conservancy board, the Felixstowe Dock and Railway Company and Harwich Dock Company Limited the following provisions shall, unless otherwise agreed in writing between the Company and the protected interests, apply and have effect:—

- (1) (a) In this section—

“ the protected area ” means so much of the river Stour as lies eastward of longitude 1° 14', so much of the river Orwell as lies southward of latitude 51° 58' and the common estuary of the rivers Stour and Orwell and the navigation approaches thereof;

For
protection
of Harwich
Harbour
Conservancy
Board,
Felixstowe
Dock and
Railway
Company and
Harwich Dock
Company
Limited.

“the protected interests” means the conservancy board, the Felixstowe Dock and Railway Company and Harwich Dock Company Limited and includes each or any of them:

(b) For the purposes of this section “tidal works” shall include the works carried out under the powers of section 6 (Power to dredge) of this Act in the execution of the powers of subsection (3) of section 4 (Power to construct works) of this Act and, in relation to such works, “completion” includes the completion of the filling in and reclamation of the foreshore and bed of the river Stour authorised by the said subsection:

(2) (a) If, during the construction of tidal works on the foreshore or bed of the river Stour or of any temporary structures in connection therewith respectively or within five years after the completion of such works or after the removal of such temporary structures, there shall be caused or created any accumulation of silt or other material or any scouring or alteration of the tidal flow in the said river within the protected area in consequence of—

(i) the construction of tidal works or such temporary structures; or

(ii) dredging carried out in connection with the construction of or to afford access for vessels to tidal works;

which shall cause either damage to the harbour works of the protected interests or an impediment to the free navigation of the protected area or shall prejudice safe navigation or berthing in that area, the Company, if so requested by the protected interests within the period of five years after such completion, shall remove such accumulation of silt or other material or, as the case may be, repair such damage or otherwise carry out such works or take such action as they may consider necessary in relation to the removal of the impediment or the restoration of safe navigation and berthing, and, if they refuse or fail to do so, the protected interests may themselves cause the work to be done and may recover from the Company the reasonable cost thereof:

(b) Should any such accumulation, scouring or alteration of the tidal flow arise within the said period of five years and be removed, repaired or otherwise remedied in

accordance with the provisions of sub-paragraph (a) of this paragraph then any recurrence of such accumulation, scouring or alteration of the tidal flow shall from time to time be removed, repaired or otherwise remedied as aforesaid during a period of ten years after the completion of tidal works or the removal of such temporary structures, as the case may be:

- (3) The Company shall repay or, as the case may be, at all times keep the protected interests indemnified against all damages, losses, costs and expenses which they may directly or indirectly sustain or be liable for or reasonably and properly incur by reason or in consequence of any injury or damage which may be caused or may result to any harbour works or property of the protected interests or as a result of any interference in the operation thereof by or in consequence of any such accumulation, scouring or alteration of the tidal flow as aforesaid:

Provided that the protected interests shall give to the Company notice of any claim or demand made against them which in the opinion of the protected interests is a claim or demand for which the Company may be liable under this paragraph and no settlement or compromise of any such claim or demand shall be made without the consent in writing of the Company:

- (4) Any difference arising between the Company and the protected interests under this section shall be settled by arbitration.

27. Notwithstanding the provisions of this Act authorising the Company to make and maintain the authorised works within the limits of the jurisdiction of the conservancy board, the Company shall not commence, make or maintain the authorised works within the said limits without the previous licence of the conservancy board which licence the conservancy board may grant if they think fit (but without taking any fee for the granting thereof) and in case the Company shall think themselves aggrieved by the refusal of such licence they may appeal to the Secretary of State for Trade and Industry against such refusal and the decision of the Secretary of State shall be binding on and shall be carried into effect by the conservancy board and the Company shall be entitled to receive such licence unless the authorised works will in the opinion of the conservancy board, or of the Secretary of State on appeal, be injurious to navigation and nothing in this Act shall extend or be construed to prejudice, diminish, alter or take away any of the rights, powers or privileges of the conservancy board under the Harwich Harbour Acts and Orders 1863 to 1965.

For further protection of Harwich Harbour Conservancy Board.

For further protection of Harwich Dock Company Limited.

28. For the further protection of Harwich Dock Company Limited (in this section referred to as "the dock company") the following provisions shall, unless otherwise agreed in writing between the Company and the dock company, apply and have effect notwithstanding the provisions of section 26 (For protection of Harwich Harbour Conservancy Board, Felixstowe Dock and Railway Company and Harwich Dock Company Limited) of this Act:—

(1) In this section—

"the harbour works" means the wharves and jetties at Harwich occupied by the dock company at the passing of this Act and known as Navyard but, except as provided in paragraph (8) of this section, shall not include the specified works;

"the protected area" means an area riverwards of the harbour works and extending to a distance of 120 feet therefrom;

"the specified works" means that part of the harbour works as is shown outlined in red on the plan signed by Hugh John Campling on behalf of the Company and by Philip Ashley Mann on behalf of the dock company:

(2) (a) Immediately after the passing of this Act or as soon thereafter as reasonably practicable the dock company shall supply to the Company full particulars of the design and construction of the harbour works and the Company and the dock company shall carry out an inspection and survey of the harbour works and prepare a report and schedule of condition;

(b) The dock company shall make available to the Company all records relating to scour and siltation within the protected area and supply to the Company full details of the annual maintenance expenditure incurred by the dock company since the commencement of operations by the dock company in connection with—

(i) the prevention of siltation (including maintenance dredging) or the effects thereof;

(ii) the prevention of scouring or the effects thereof;

(iii) the maintenance of the structure of the harbour works (in so far as not included in sub-paragraphs (i) and (ii) of this paragraph);

together with particulars in each case of the work carried out by the dock company:

- (3) The dock company shall from time to time make available to the Company all further records, details and particulars in respect of the matters referred to in sub-paragraph (b) of paragraph (2) of this section:
- (4) The dock company shall from time to time and at all reasonable times afford access to the Company for the purpose of examining, making tests, taking records and obtaining information on the condition of the protected area and the harbour works:
- (5) (a) If, during the construction of tidal works on the foreshore or bed of the river Stour or of any temporary structures in connection therewith respectively or within ten years after the completion of such works or after the removal of such temporary structures, there shall be caused or created any scouring in the said river within the protected area in consequence of—
- (i) the construction of tidal works or such temporary structures; or
 - (ii) dredging carried out in connection with the construction of or to afford access for vessels to tidal works;
- which shall cause damage or expectation of damage to the harbour works or shall or is likely to prejudice safe navigation or berthing in the area of the harbour works, the Company, if so requested by the dock company within the period of ten years after such completion, shall repair such damage or otherwise carry out such works or take such action as they may consider necessary in relation to the restoration or protection of safe navigation and berthing, and, if they refuse or fail to do so, the dock company may themselves cause the work to be done and may recover from the Company the reasonable cost thereof;
- (b) Should any scouring occur within the said period of ten years and be repaired or otherwise remedied in accordance with the provisions of sub-paragraph (a) of this paragraph then any recurrence of such scouring shall from time to time be repaired or otherwise remedied as aforesaid during a period of twenty years after the completion of tidal works or the removal of such temporary structures, as the case may be:
- (6) The Company shall repay or, as the case may be, at all times keep the dock company indemnified against all damages, losses, costs and expenses which they may directly or indirectly sustain or be liable for or reasonably

and properly incur by reason or in consequence of any injury or damage which may be caused or may result to the harbour works or property of the dock company or any damage as a result of any interference in the operation thereof by or in consequence of any such scouring as aforesaid:

Provided that the dock company shall give to the Company notice of any claim or demand made against them which in the opinion of the dock company is a claim or demand for which the Company may be liable under this paragraph and no settlement or compromise of any such claim or demand shall be made without the consent of the Company:

- (7) If the Company decide that works should be carried out either on the bed of the river Stour or to the harbour works in order to alleviate or avoid the possible effects of scour, the dock company shall give to the Company full access and facility for the carrying out of such works which shall be executed in consultation with the dock company and at such times and in such manner as the dock company may reasonably approve:
- (8) If, and from the moment when, as a result of the matter being referred to arbitration, the specified works shall be found to have been properly designed and constructed and to be in a proper state of structural repair and stability and in a no less satisfactory condition than the harbour works, the protection afforded to the harbour works by this section shall be extended to the specified works and the provisions of this section shall apply accordingly as if the harbour works included the specified works:
- (9) Any difference arising between the Company and the dock company under this section (other than a difference as to the meaning or construction of this section) shall be settled by arbitration.

Inquiries by
Secretary of
State.

1933 c. 51.

29. The Secretary of State for the Environment or the Secretary of State for Trade and Industry, as the case may be, may hold such inquiries as he or they may consider necessary in regard to the exercise of any powers or duties conferred or imposed upon him or them or the giving of any consent or approval under this Act and subsections (2) to (5) of section 290 (Powers of government departments to direct inquiries) of the Local Government Act 1933 shall apply to any such inquiry as if it were an inquiry held in pursuance of subsection (1) of that section and the Company were a local authority.

30.—(1) Section 289 of the Town and Country Planning Act 1971 (which for the avoidance of doubt declares that the provisions of that Act and any restrictions or powers thereby imposed or conferred in relation to land apply to land notwithstanding that provision is made by any local Act passed before or during the Session 10 & 11 Geo. 6 for authorisation or regulation of development of the land) shall apply to this Act as if it had been passed during that Session; and accordingly the Town and Country Planning Act 1971 and orders, regulations, rules, schemes and directions made or given thereunder shall apply to development authorised by this Act.

Saving for
Town and
Country
Planning
Act 1971.
1971 c. 78.

(2) Subject to the provisions of subsection (3) of this section, any development which is carried out in pursuance of section 4 (Power to construct works) or of section 5 (Subsidiary works) of this Act and which by virtue of the said section 4 or the said section 5, as the case may be, is deemed, for the purposes of article 3 of, and Class XII in Schedule 1 to, the Town and Country Planning General Development Order 1963, to be authorised by an Act designating specifically both the nature of the development and the land on which it may be carried out shall be carried out in compliance with the conditions set out in the Schedule to this Act notwithstanding the terms of any planning permission granted before the passing of this Act.

(3) Such of the works authorised by subsection (1) of section 5 (Subsidiary works) of this Act, as are not tidal works at the time of their being carried out and are not carried out within twelve months of the completion of Works Nos. 1 to 6 shall not be deemed to be development falling within Class XII in Schedule 1 to the Town and Country Planning General Development Order 1963.

(4) In this section any reference to article 3 of, and Class XII in Schedule 1 to, the Town and Country Planning General Development Order 1963 includes a reference to corresponding provisions of any general order superseding that order made under section 24 of the Town and Country Planning Act 1971 or any corresponding provision of an Act repealing that section.

31. Nothing in this Act shall be taken as exempting the Company from the provisions of sections 9 and 10 of the Harbours Act 1964 in relation to the authorised works.

Saving for
Harbours
Act 1964.
1964 c. 40.

32. Nothing in this Act shall entitle or oblige the Company to install or use apparatus for wireless telegraphy as defined in the Wireless Telegraphy Act 1949 in contravention of the provisions of that Act.

Saving for
Wireless
Telegraphy
Act 1949.
1949 c. 54.

Saving for
Trinity House.

33. Nothing in section 13 (Provision against danger to navigation) or section 16 (Permanent lights on tidal works) of this Act shall prejudice or derogate from the powers, rights or privileges of the Corporation of Trinity House of Deptford Strond.

Crown
rights.

34. Nothing in this Act affects prejudicially any estate, right, power, privilege or exemption of the Crown and in particular and without prejudice to the generality of the foregoing nothing in this Act authorises the Company to take, use or in any manner interfere with any portion of the shore or bed of the sea or of any river, channel, creek, bay or estuary, or any land or hereditaments or any rights of whatsoever description belonging to Her Majesty in right of Her Crown or under the management of the Crown Estate Commissioners, without the consent in writing of those commissioners on behalf of Her Majesty first had and obtained for that purpose.

Arbitration.

35. Where under this Act any difference is to be referred to or settled by arbitration, then, unless otherwise provided, such difference shall be referred to and settled by a single arbitrator to be agreed between the parties or, failing agreement, to be appointed, on the application of either party (after notice in writing to the other), by the President of the Institution of Civil Engineers.

Costs of Act.

36. All costs, charges and expenses of, and incidental to, the preparing for, obtaining and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

SCHEDULE

Section 30.

CONDITIONS WITH WHICH DEVELOPMENT CARRIED OUT SHALL COMPLY

1. Approval of the details of the siting, design and external appearance of all buildings and the means of access thereto (hereinafter called "the reserved matters") shall be obtained from the local planning authority.

2. Application for the approval of the reserved matters shall be made to the local planning authority not later than six years from the date of the passing of this Act.

3. The development shall be begun either within ten years of the passing of this Act or within two years from the final approval of the reserved matters or (in the case of approval on different dates) the final approval of the last matter whichever is the later.

4. The formation of any temporary vehicular access to the site of the development for the purpose of reclamation or other development works shall be in accordance with detailed proposals to be submitted to and approved by the local planning authority before the commencement of such work.

5. Except with the approval of the local planning authority, no development other than works of reclamation shall take place under this Act on approximately 100 acres (40 hectares) in such a location as shall be agreed with the local planning authority.

6. The means of sewage disposal and of foul and surface water drainage shall be in accordance with a scheme and proposals to be submitted to and agreed with the local planning authority before any development is commenced, and the proposals for surface water drainage shall include provision for the disposal of surface water at present discharging into Bath Side Bay at Phoenix Dock.

7. Protective measures to prevent sea water flooding of the site of the development or adjoining land shall be taken in accordance with details submitted to and agreed with the local planning authority before any development is commenced.

8. None of the development carried out in pursuance of this Act shall obstruct access to Gas House Creek.

9. Space shall be provided within the site of the development in accordance with plans and particulars to be submitted to and agreed with the local planning authority for the loading, unloading and turning of trade vehicles and the parking and turning of employees' and visitors' vehicles and the areas so provided shall be properly constructed and surfaced as may be agreed with the local planning authority.

10. In the event of agreement not being reached on any of the matters reserved for agreement with the local planning authority in paragraphs 5, 6, 7 and 9 of this Schedule, these matters shall be as may be determined by the Secretary of State.

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Bath Side Bay Development Act 1972

CHAPTER xxxvi

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