



London Docklands Railway Act 1991

1991 CHAPTER xxiii

PART IV

PROTECTIVE PROVISIONS

14 For protection of National Rivers Authority

For the protection of the National Rivers Authority (hereinafter referred to as “the authority”) the following provisions shall, unless otherwise agreed in writing between the Corporation and the authority, have effect—

(1) in this section unless the context otherwise requires—

“flood defence work” means any watercourse as defined in the Land Drainage Act 1991, and any structure or appliance under the control of the authority, constructed or used for defence against water (including sea water), details of which shall be specified to the Corporation prior to commencement of the works authorised by this Act, and including in particular but without prejudice to the generality of the foregoing the West India Dock;

“plans” includes sections, drawings and specifications; and

“specified work” means so much of any work authorised by

this Act as will affect any flood defence work or the flow of water in, to or from any such flood defence work:

(2) Not less than two months before beginning to construct any specified work, the Corporation shall submit to the authority plans of the work and the work shall not be constructed except in accordance with plans approved by the authority, such approval not to be unreasonably withheld, or settled by arbitration and in accordance with any reasonable requirements made by the authority for the protection of any flood defence work and for the prevention of flooding:

(3) The requirements which the authority may make under paragraph (2) above include conditions requiring the construction of such protective works by, and at the expense of, the Corporation during the construction of the specified work as are reasonably

Status: This is the original version (as it was originally enacted). This item of legislation is currently only available in its original format.

necessary to safeguard a flood defence work against damage or to secure that the efficiency of a flood defence work for flood defence purposes is not impaired:

- (4) If within a period of two months after the submission of any plans under paragraph (2) above, the authority do not inform the Corporation in writing that they disapprove of those plans, stating the grounds of their disapproval, they shall be treated for the purposes of that paragraph as having approved them:
- (5) Any specified work, and all protective works required by the authority under paragraph (2) above, shall be constructed to the reasonable satisfaction of the authority and the authority shall be entitled by their officer to watch and inspect the construction of such works:
- (6) If by reason of the construction of any specified work the efficiency of any flood defence work for flood defence purposes is impaired or that work is otherwise damaged, such damage shall be made good by the Corporation to the reasonable satisfaction of the authority and, if the Corporation fail to do so, the authority may make good the same and recover from the Corporation the expense reasonably incurred by them in so doing:
- (7) The Corporation shall indemnify the authority from all claims, demands, proceedings, costs, damages and expenses which may be made or taken against, or recovered from or incurred by, the authority by reason or in consequence of—
 - (a) any damage to any flood defence work so as to impair its efficiency for the purposes of flood defence; or
 - (b) any raising of the water table in lands adjoining the works authorised by this Act or any sewers, drains or watercourses; or
 - (c) any flooding or increased flooding of any such lands;
 which may be caused by or result from the construction of any work authorised by this Act or any act or omission of the Corporation, their contractors, agents, workmen or servants whilst engaged upon the work:
- (8)
 - (a) The authority shall give to the Corporation reasonable notice of any such claim or demand and no settlement or compromise thereof shall be made without the agreement of the Corporation such agreement not to be unreasonably withheld or delayed;
 - (b) Any sum payable to the authority under paragraph (7) above shall be paid by the Corporation within one month of notice being given in writing to the Corporation by the authority that the expenditure in respect of which the payment is due has been incurred by the authority:
- (9) The fact that any work or thing has been executed or done in accordance with a plan approved or deemed to be approved by the authority or to their satisfaction or in accordance with any directions or award of an arbitrator shall not relieve the Corporation from any liability under the provisions of this section:
- (10) Nothing in this Act shall affect any rights or powers vested or to be vested in the authority but all such rights and powers shall be as valid and effectual as if this Act had not been passed:
- (11) Any difference arising between the Corporation and the authority under this section shall be referred to and settled by arbitration.