



Cattewater Reclamation Act 1992

1992 CHAPTER xiv

PART IV

GENERAL

32 For protection of South West Water Services Limited

For the protection of South West Water Services Limited (in this section referred to as “the water company”) the following provisions shall, unless otherwise agreed in writing between the Company and the water company, apply:—

(1) In this section—

“construction” includes execution and placing, extension, enlargement, alteration, replacement or re-laying and “construct” and “constructed” have corresponding meanings;

“outfall” and “sewer” mean respectively any outfall and any sewer vested in the water company or under their management and control;

“plans” includes descriptions, drawings and particulars;

“specified work” means so much of—

- (a) “the works” as defined by section 2 (Interpretation) of this Act;
- (b) the reclamation authorised by subsection (3) of section 13 (Power to construct work) of this Act;

as will or may be situated within 15 metres measured in any direction of any outfall or sewer or which may otherwise affect any outfall or sewer:

- (2) (a) Before commencing the construction of the specified works the Company at their own expense shall secure the removal, relocation, alteration or improvement of any outfall or sewer to the satisfaction of the water company and subject to the consent of the National Rivers Authority, if and to the extent that the outfall or sewer may be adversely affected by the construction of the works;

Status: This is the original version (as it was originally enacted).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

- (b) Any works carried out by the Company under sub-paragraph (a) above shall be carried out to the reasonable satisfaction of the water company in accordance with plans approved by them under paragraph (3) below;
 - (c) The Company and the water company may agree that any such works shall be carried out by the water company at the expense of the Company:
- (3) (a) Before commencing the construction of any specified work the Company shall submit plans thereof to the water company for their reasonable approval and shall not commence the same until such plans have been approved by the water company:
- Provided that if the water company do not within 42 days after the receipt of any such plans (or such shorter period as may be agreed by the water company having regard to prior consultation as to the plans) signify to the Company their disapproval thereof and the grounds for their disapproval they shall be deemed to have approved thereof;
- (b) In the case of any specified work carried out in an emergency the Company shall not be required to submit plans thereof before commencing the same but they shall give to the water company such notice and such particulars thereof as may be practicable in the circumstances before the work is commenced, with further particulars and plans as soon as reasonably practicable thereafter:
- (4) Upon signifying their approval of the plans of any specified work, or considering notice of any specified work carried out in an emergency, the water company may specify any steps which shall be taken by the Company in the carrying out of the work, being steps reasonably required for the protection of any outfall or sewer and for ensuring access by the water company thereto, having regard to any removal, relocation, alteration or improvement carried out under paragraph (2) above:
- (5) (a) Subject to the provisions of this section a specified work shall not be constructed except in accordance with such plans as may be approved or deemed to be approved under paragraph (3) above or settled by arbitration and in accordance with any requirement made by the water company under paragraph (4) above or settled by arbitration, and shall be constructed in accordance with those plans and any such requirements to the reasonable satisfaction of the water company who shall be given reasonable notice of the date and time on and at which the specified work is to be commenced;
- (b) The Company shall at all reasonable times afford to the water company and their duly authorised representatives access to such specified work for the purpose of inspection:
- (6) If as a consequence of the carrying out by the Company of any specified work any outfall or sewer is damaged or its efficiency for sewerage purposes is impaired, and the water company take such steps as are reasonable—
- (a) to make good the outfall or sewer to restore it to its former standard of efficiency; or in the event of that not being practicable;
 - (b) where necessary, to construct some other work in substitution therefor;
- they may recover from the Company the reasonable cost of so doing and any such cost of executing works needed for remedying any subsidence of the substituted work during such reasonable period as may be agreed between the Company and the water company:
- (7) If the water company have reasonable ground for believing that any outfall or sewer is likely to be damaged or the efficiency thereof for sewerage purposes is likely to

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

be impaired in any of the circumstances mentioned in paragraph (6) above, they may carry out such protective works as may be agreed between them and the Company or as, failing agreement, may be settled by arbitration, and recover the reasonable cost thereof from the Company:

- (8) If in consequence of the construction of the specified works, the operation of any outfall or sewer is impaired or adversely affected by reason of siltation or scouring, the Company shall carry out such dredging or other works as may be required to secure the effective discharge of effluent:

Provided that if the Company fail to do so within such time as may be reasonably required for the purpose after notice in writing from the water company the water company may carry out any necessary work and recover from the Company all costs reasonably incurred by them in so doing:

- (9) If as a consequence of the carrying out by the Company of any specified works, the water company reasonably incur additional expenditure in respect of the maintenance or operation of any sewer or outfall affected by the specified works, they may recover such expenditure from the Company upon reasonable notice:
- (10) 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 water company or to their satisfaction or in accordance with any directions or award of an arbitrator, shall not relieve the Company from any liability under the provisions of this section:
- (11) Costs recoverable by the water company from the Company under this section include a reasonable proportion of the overhead charges of the water company:
- (12) Any difference arising between the Company and the water company under this section (other than a difference as to the construction of this section) shall be determined by arbitration.