



# River Humber (Upper Pyewipe Outfall) Act 1992

## 1992 CHAPTER xv

An Act to authorise CIBA-GEIGY Chemicals Limited to construct works and to purchase or use land at Pyewipe, Grimsby, in the county of Humberside; to confer further powers on the Company; and for connected purposes. [16th July 1992]

### WHEREAS—

- (1) CIBA-GEIGY Chemicals Limited (hereinafter called “the Company”) is a company limited by shares, being registered under the Companies Act 1948, and is a wholly-owned subsidiary, within the meaning of section 736 of the Companies Act 1985, of CIBA-GEIGY PLC, which itself is a wholly-owned subsidiary of CIBA-GEIGY AG of Basle, Switzerland:
- (2) The Company owns and operates on the river Humber at Pyewipe, Grimsby, in the county of Humberside a chemical plant and, with statutory consent, trade effluent is at present discharged from the plant into the river:
- (3) The Company is currently undertaking investment projects at its Pyewipe plant, including the construction of effluent treatment works:
- (4) To enable discharges into the river Humber from the Company’s effluent treatment works to be effectively dispersed in accordance with the requirements and consent of the National Rivers Authority, it is expedient that the Company should be empowered to construct the works authorised by this Act and to purchase or use the land referred to in this Act:
- (5) It is expedient that the other powers in this Act contained should be conferred on the Company as therein provided, and that the other provisions in this Act contained should be enacted:
- (6) A plan and section showing the line or situation and levels of the work to be constructed under the powers of this Act, and a plan of the land authorised to be purchased or used by this Act, and a book of reference to such plan containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said land were duly deposited in the office of the Clerk of the Parliaments and in the Private Bill Office of the House of Commons and with the proper officer of the Humberside County Council, which plan, section and book of reference are respectively referred to in this Act as the deposited plan, the deposited section and the deposited book of reference:

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(7) 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:—

## PART I

### PRELIMINARY

#### 1 Short title

This Act may be cited as the River Humber (Upper Pyewipe Outfall) Act 1992.

#### 2 Interpretation

- (1) In this Act, unless the subject or context otherwise requires—
- “A.B. Ports” means Associated British Ports;
  - “the Act of 1965” means the Compulsory Purchase Act 1965;
  - “the Company” means CIBA-GEIGY Chemicals Limited;
  - “the level of high water” means the level of mean high-water springs;
  - “the level of low water” means the level of mean low-water springs;
  - “limit of deviation” means the the limit of deviation shown on the deposited plan;
  - “reference point” means Ordnance Survey National Grid reference point;
  - “the river” means the river Humber;
  - “tidal work” means so much of the works as is on, under or over tidal waters or tidal lands below the level of high water;
  - “the tribunal” means the Lands Tribunal; and
  - “the works” means the works authorised by Part II (Works, etc.) of this Act.
- (2) All directions and distances stated in any description of works, powers or lands shall be construed as if the words “or thereabouts” were inserted after each direction and distance.
- (3) Unless the context otherwise requires, any reference in this Act to Work No. 1 shall be construed as a reference to the work authorised by section 4 of this Act.
- (4) If there shall be any inconsistency between any plans approved, requirements made or conditions or restrictions imposed under this Act, whether by A.B. Ports, the National Rivers Authority, an arbitrator or the Secretary of State, the views of the Secretary of State or, in the absence of such views, those of the arbitrator shall prevail.

#### 3 Application of Part I of Compulsory Purchase Act 1965

- (1) Part I of the Act of 1965 (except section 4 thereof and paragraph 3 (3) of Schedule 3 thereto), in so far as it is applicable for the purposes of this Act and is not inconsistent

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with the provisions thereof, shall apply to the compulsory purchase of land under this Act as it applies to a compulsory purchase to which Schedule 1 to the Acquisition of Land Act 1981 applies and as if this Act were a compulsory purchase order under the said Act of 1981.

- (2) In section 11 (1) of the Act of 1965 (which empowers the acquiring authority to enter on and take possession of land the subject of a notice to treat after giving not less than 14 days' notice), as so applied, for the words "fourteen days" there shall be substituted the words "three months".
- (3) The Lands Clauses Consolidation Act 1845 shall not apply to the purchase of land under this Act.

## PART II

### WORKS, ETC.

#### 4 Power to construct works

- (1) Subject to the provisions of this Act, the Company may, in the line or situation shown on the deposited plan and within the limit of deviation and according to the levels shown on the deposited section, construct and maintain the following work in the county of Humberside with all necessary works and conveniences connected therewith:—

Partly in the boroughs of Great Grimsby and Cleethorpes and partly on or beneath the foreshore and bed of the river adjacent thereto—

Work No. 1 An outfall (1,400 metres in length), with an outlet port at its riverward extremity, commencing behind the wall of the southern bank of the river at reference point TA 25262:11853 and extending into the river in a north-north-easterly direction to reference point TA 25745:13161 and there terminating.

- (2) The Company may, within the limit of deviation, from time to time shorten, reduce, alter, renew, replace, relay or reconstruct or, subject to subsection (3) below, enlarge temporarily or permanently the works.
- (3) Notwithstanding anything shown on the deposited section the Company may from time to time and to such extent as may be agreed with A.B. Ports, the National Rivers Authority and the Secretary of State as being necessary, enlarge Work No. 1.

#### 5 Power to construct subsidiary works

Subject to the provisions of this Act, the Company may, in connection with the works, from time to time construct or place and maintain in, under or over any of the land within the limit of deviation all such works and conveniences subsidiary or ancillary to the works and all such appliances, machinery and apparatus as it may from time to time deem necessary or convenient for any purpose of, or in connection with, the works.

#### 6 Power to dredge

- (1) The Company may (subject to the consent required by section 21 (Crown rights) of this Act) from time to time deepen, dredge, scour, cleanse, alter and improve the bed

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and foreshore of the river in the vicinity of the works, and blast any rock therein, for the purpose of constructing and maintaining the works.

(2) (a)

Any materials taken up or collected in the course of such operation shall (subject to the consent required by section 21 (Crown rights) of this Act) be the property of the Company and may be used, sold, removed, deposited or otherwise disposed of as it may think fit.

- (b) No such materials shall be deposited below the level of high water, except in such places and in accordance with such conditions and restrictions as may be approved or prescribed by the Secretary of State.

(3) (a)

The Company shall not exercise the powers of this section except with the consent of A.B. Ports (whose consent shall not be unreasonably withheld) and in accordance with such reasonable conditions and restrictions as may be approved or prescribed by A.B. Ports.

- (b) Any question whether consent has been unreasonably withheld or conditions or restrictions have been unreasonably imposed shall be referred to and settled by arbitration.

**7 Temporary stoppage of bridleway**

The Company, during and for the purpose of the execution of the works, may temporarily stop up and interfere with so much of the bridleway as lies between the points marked A and B on the deposited plan and prevent all persons from passing along and using the same.

**8 Power to deviate**

In the construction of Work No. 1 the Company may deviate from the line or situation thereof shown on the deposited plan to the extent of the limit of deviation and may deviate vertically from the levels shown on the deposited section in the case of the outlet port to any extent upwards not exceeding 2 metres above the surface of the bed of the river at the time of construction but not otherwise and in the case of the works to such extent downwards as may be found necessary or convenient.

**9 Tidal works not to be executed without approval of Secretary of State**

- (1) A tidal work shall not be constructed, shortened, reduced, altered, renewed, replaced, relaid, reconstructed or enlarged except in accordance with plans and sections approved by the Secretary of State 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, shortened, reduced, altered, renewed, replaced, relaid, reconstructed or enlarged in contravention of this section or of any condition or restriction imposed under this section—
- (a) the Secretary of State may by notice in writing require the Company at its 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 30 days from the date when the notice is served upon the Company, it has failed to comply with

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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.

## **10 Survey of tidal works**

The Secretary of State or A.B. Ports may at any time if he or A.B. Ports deems 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 by A.B. Ports in any such survey and examination shall be recoverable from the Company.

## **11 Prevention of danger to navigation**

- (1) The Company shall at or near a tidal work during the whole time of the construction, shortening, reduction, alteration, renewal, replacement, relaying, reconstruction or enlargement thereof take such steps for the prevention of danger to navigation as the Secretary of State and A.B. Ports, or as, failing agreement between them, the Secretary of State, may from time to time direct.
- (2) After the completion of a tidal work the Company shall at the outer extremity thereof take such steps for the prevention of danger to navigation as A.B. Ports may from time to time direct.
- (3) If the Company fails to comply in any respect with any direction given under this section, it shall be liable on summary conviction to a fine not exceeding the statutory maximum and on conviction on indictment to a fine.

## **12 Abatement of works abandoned or decayed**

- (1) Where a tidal work is abandoned, or suffered to fall into decay, the Secretary of State or A.B. Ports may by notice in writing require the Company at its 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 A.B. Ports may think proper.
- (2) If Work No. 1 is abandoned or suffered to fall into decay and any part thereof 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 or A.B. Ports may include that part of the work, or any portion thereof, in any notice under this section.
- (3) If, on the expiration of 30 days from the date on which a notice under this section is served upon the Company, it has failed to comply with the requirements of the notice, the Secretary of State or A.B. Ports may execute the works specified in the notice, and any expenditure incurred by him or by A.B. Ports in so doing shall be recoverable from the Company.

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### **13 Provision against danger to navigation**

- (1) In case of injury to or destruction or decay of a tidal work, or any part thereof, the Company shall as soon as reasonably practicable notify A.B. Ports and shall take such steps for preventing danger to navigation as A.B. Ports may from time to time direct.
- (2) If the Company fails to notify A.B. Ports as required by this section or to comply in any respect with a direction given under this section, it shall be liable on summary conviction to a fine not exceeding the statutory maximum and on conviction on indictment to a fine.

### **14 Defence of due diligence**

- (1) In proceedings for an offence under this Act it shall be a defence for the Company to prove that it took all reasonable precautions and exercised all due diligence to avoid the commission of such an offence.
- (2) If in any case the defence provided by subsection (1) above involves the allegation that the commission of the offence was due to the act or default of another person, the Company shall not, without leave of the court, be entitled to rely on that defence unless, not less than seven clear days before the hearing, it has served on the prosecutor a notice in writing giving such information identifying, or assisting in the identification of, that other person as was then in its possession.

### **15 Works to be within borough of Cleethorpes, etc**

So much of the works as is below the level of mean low-water springs shall be deemed to be within—

- (a) the borough of Cleethorpes; and
- (b) the petty sessional division of Grimsby and Cleethorpes.

## **PART III**

### **LANDS**

### **16 Purchase of land**

Subject to the provisions of this Act, the Company may purchase compulsorily and use such of the land delineated on the deposited plan and described in the deposited book of reference as it may require for the purposes of the works or any purpose connected therewith or ancillary thereto.

### **17 Purchase of rights over land**

- (1) In this section references to the purchase by the Company of new rights are references to the purchase of rights to be created in favour of the Company.
- (2) The Company may, for the purposes of constructing, maintaining, altering, renewing and using the works or for the purpose of doing any other thing necessary in connection with the works, purchase compulsorily such new rights as it may require over any of the land delineated on the deposited plan and described in the deposited book of

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reference instead of purchasing that land under section 16 (Purchase of land) of this Act.

- (3) The Act of 1965, as applied by this Act, shall have effect with the modifications necessary to make it apply to the compulsory purchase of new rights under subsection (2) above as it applies to the compulsory purchase of land so that, in appropriate contexts, references in the Act of 1965 to land are read as referring, or as including references, to the new rights or to land over which the new rights are, or are to be, exercisable, according to the requirements of the particular context.
- (4) Without prejudice to the generality of subsection (3) above in relation to the purchase of new rights under subsection (2) above—
  - (a) Part I of the Act of 1965 shall have effect with the modifications specified in the Schedule to this Act;
  - (b) the enactments relating to compensation for the compulsory purchase of land shall apply with the necessary modifications as they apply to such compensation.

## **18 Time for purchase of land and rights over land**

The powers of the Company for the compulsory purchase of land and rights over land under this Act shall cease on 31st December 1996.

## **19 Extinction of private rights of way**

- (1) All private rights of way over any land which may be purchased compulsorily under this Act shall be extinguished on the purchase of the land by the Company, whether compulsorily or by agreement, or on the entry on the land in pursuance of section 11 (1) of the Act of 1965, as applied by this Act, whichever is sooner.
- (2) Any person who suffers loss by the extinguishment of any right under this section shall be entitled to be paid by the Company compensation to be determined in case of dispute by the tribunal.

## **20 Correction of errors in deposited plan and book of reference**

- (1) If the deposited plan or the deposited book of reference is inaccurate in its description of any land, or in its statement or description of the ownership or occupation of any land, the Company after giving not less than 10 days' notice to the owner, lessee and occupier of the land in question may apply to two justices having jurisdiction in the place where the land is situated for the correction thereof.
- (2) If on any such application it appears to the justices that the misstatement or wrong description arose from mistake, the justices shall certify the fact accordingly and shall in their certificate state in what respect any matter is misstated or wrongly described.
- (3) The certificate shall be deposited in the office of the Clerk of the Parliaments, and a copy thereof in the Private Bill Office of the House of Commons, and with the proper officer or chairman of a local authority with whom a copy of the deposited plan has been deposited in accordance with the Standing Orders of the Houses of Parliament, or who has the custody of any such copy so deposited; and thereupon the deposited plan and the deposited book of reference shall be deemed to be corrected according to the certificate, and it shall be lawful for the Company to take the land and execute the works in accordance with the certificate.

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- (4) A person with whom a copy of the certificate is deposited under this section shall keep it with the other documents to which it relates.

## PART IV

### MISCELLANEOUS

#### 21 Crown rights

- (1) Nothing in this Act affects prejudicially any estate, right, power, privilege, authority 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, enter upon or in any manner interfere with any land or hereditaments or any rights of whatsoever description (including any portion of the shore or bed of the sea or of any river, channel, creek, bay or estuary)—
- (a) belonging to Her Majesty in right of Her Crown and under the management of the Crown Estate Commissioners, without the consent in writing of those commissioners;
  - (b) belonging to a government department or held in trust for Her Majesty for the purposes of a government department without the consent in writing of that government department.
- (2) A consent under subsection (1) above may be given unconditionally or subject to such conditions and upon such terms as shall be considered necessary or appropriate.

#### 22 For protection of Associated British Ports

For the protection of A.B. Ports, the following provisions shall, unless otherwise agreed in writing between the Company and A.B. Ports, have effect:—

- (1) In this section—
- “construction” includes execution and placing, renewal, diversion or alteration and removal; and “constructed” shall be construed accordingly; and
- “plans” includes sections and “approved plans” means plans approved or deemed to have been approved by A.B. Ports or settled by arbitration:
- (2) (a)
- Before commencing the construction of any part of a tidal work, plans showing the general mode of construction thereof shall be delivered by the Company to A.B. Ports for its approval (which approval shall not be unreasonably withheld), and such tidal work shall not be constructed otherwise than in accordance with such plans as may be approved by A.B. Ports or as may be determined by the Secretary of State as hereinafter provided and all such work shall be executed to the reasonable satisfaction of A.B. Ports;
- (b) Without prejudice to the generality of sub-paragraph (a) above, with the exception of any outlet port forming part of the works, no part of any tidal work shall be constructed otherwise than at a level of two metres or more below the bed of the river and with a minimum of two metres of a suitable covering material placed above that work:



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- (3) After the purpose for which any temporary works were placed or conveniences connected therewith in the river were constructed under the powers of this Act has been accomplished, the Company shall, with all reasonable despatch, remove any such works or conveniences and, if without reasonable cause it fails to do so, A.B. Ports may remove the same, charging the Company with the reasonable expense of so doing, and the Company shall repay to A.B. Ports all such expense:
- (4) The Company shall before commencing any dredging in the river under the powers of this Act except in an emergency deliver to A.B. Ports for its approval (which approval shall not be unreasonably withheld) plans defining the nature, extent and manner of such dredging, and such dredging shall not be carried out otherwise than in accordance with approved plans and in such manner as may be approved by A.B. Ports or as may be settled by arbitration:
- (5) If A.B. Ports fails to express its disapproval of any plans within 56 days after they have been delivered to it in pursuance of this section, it shall be deemed to have approved them:

(6) (a)

If during the construction of the works, or within the prescribed period, it is agreed between the Company and A.B. Ports or, in default of agreement, it is proved to the satisfaction of an arbitrator to be appointed in accordance with section 27 (Arbitration) of this Act that any accumulation or erosion has been caused wholly or partly by the construction of the works or the carrying out of any dredging operation under section 6 (Power to dredge) of this Act, the Company shall carry out such remedial work as may be agreed or in default of agreement as may be proved to the satisfaction of the arbitrator to be reasonably required as a result of the construction of the works or the carrying out of any dredging operation as aforesaid and, if the Company refuses or fails so to do, A.B. Ports may itself cause the work to be done and may recover the reasonable cost thereof from the Company;

(b) In this paragraph—

“accumulation” means any accumulation of silt or other material which constitutes an impediment to navigation;

“erosion” means any erosion of the river bed or any jetty or other structure of whatever nature owned or occupied by A.B. Ports;

“remedial work” means—

(i) in the case of an accumulation, its removal; and

(ii) in the case of erosion, such reconstruction works and other protective works or measures as may be necessary; and

“the prescribed period” means a period of 5 years after the completion of the works and, if during that period there has been an accumulation or erosion such as to give rise to an obligation by the Company under this paragraph to carry out remedial work, a further period of 5 years:

- (7) During any dredging operations carried out by the Company in the course of the construction of the works, the Company shall—
  - (a) provide and maintain to the reasonable satisfaction of A.B. Ports such lighted mooring or other buoys at any deposit ground in the river which may be approved for the deposit of dredgings by the Company from the site of the works; and
  - (b) take all such other steps;

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as may be required by A.B. Ports to prevent danger to navigation:

- (8) The Company shall at all reasonable times during construction of the works and thereafter allow A.B. Ports, its servants and agents, access to the works:
- (9) The Company shall not acquire compulsorily under the powers of this Act the interests of A.B. Ports in the lands numbered 2 and 3 in the borough of Cleethorpes and 2 in the borough of Great Grimsby on the deposited plan but the Company may in accordance with the provisions of section 17 (Purchase of rights over land) of this Act acquire compulsorily such rights in the said lands as it may reasonably require for the purposes of the works:
- (10) The Company shall pay to A.B. Ports the reasonable costs of such alterations to the marking and lighting of the navigational channel of the river as may be necessary during or in consequence of the construction of a tidal work:
- (11) (a)

Without prejudice to the other provisions of this section, the Company shall be responsible for, and make good to A.B. Ports, all losses, costs, charges, damages and expenses however caused which may reasonably be incurred by or occasioned to A.B. Ports by reason of or arising from or in connection with—

- (i) the perusal of plans and the inspection of any of the works or the regulation of any dredging operation by A.B. Ports or its duly authorised representative;
  - (ii) the carrying out of such surveys, inspections, tests and sampling within the river as A.B. Ports after consultation with the Company reasonably considers necessary to establish whether or not the discharge or dispersal of effluent into the river by means of any of the works is causing or has caused any damage to or deterioration of any existing jetty or other structure owned or occupied by A.B. Ports;
  - (iii) the construction or maintenance of any of the works or the carrying out of any dredging operation, the discharge or dispersal of effluent into the river by means of any of the works, the failure of any of the works or the undertaking by A.B. Ports of works or measures to prevent or remedy damage to any property of A.B. Ports arising from such construction, carrying out, discharge or dispersal, or failure;
  - (iv) any act or omission of the Company or its servants or agents whilst engaged in the construction or maintenance of any of the works or the carrying out of any dredging operation;
  - (b) Without prejudice to the generality of sub-paragraph (a) above the Company shall indemnify A.B. Ports against all claims and demands arising out of, or in connection with, such construction, carrying out, discharge or dispersal, failure or act or omission as is mentioned in that sub-paragraph;
  - (c) A.B. Ports shall give to the Company notice of any claim or demand made against it which 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:
- (12) The fact that any work or thing has been executed or done with the consent of A.B. Ports and in accordance with any conditions or restrictions prescribed by A.B. Ports or in accordance with plans approved or deemed to be approved by A.B. Ports or to its satisfaction or in accordance with any directions or award of an arbitrator or in accordance with any plans approved by the Secretary of State and any conditions or

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restrictions imposed by him, shall not relieve the Company from any liability under the provisions of this section:

- (13) With the exception of any duty owed by A.B. Ports to the Company expressly provided for in the foregoing provisions of this section, nothing in this Act shall be construed as imposing upon A.B. Ports, either directly or indirectly, any form of duty or liability to which A.B. Ports would not otherwise be subject which is enforceable by proceedings before any court:
- (14) Subject to the provisions of section 17 (Purchase of rights over land) of this Act, nothing in this Act shall affect prejudicially any statutory or other rights, powers or privileges vested in, or enjoyed by, A.B. Ports at the commencement of this Act or any title of A.B. Ports in, to or over any lands or foreshore held or acquired by it:
- (15) Any difference arising between the Company and A.B. Ports under this section (other than a difference as to the construction of this section) shall be referred to and settled by arbitration.

## **23 For protection of National Rivers Authority**

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

(1) In this section—

“construction” includes execution and placing, renewal, diversion or alteration and, in relation to temporary works, also includes removal; and “construct” and “constructed” have corresponding meanings;

“plans” includes drawings and specifications and a description of the method of carrying out the specified works; but as regards a work of maintenance, repair or renewal means a description of the specified works only;

“protective works” means any temporary or permanent works constructed or measures taken under paragraph (3) below necessary to ensure the stability of a sea defence work or to protect it or a watercourse from injury or to ensure the maintenance of the flow of all water which but for the construction of the specified work would have flowed through a watercourse;

“sea defence work” means so much of the sea defence as is for the time being under the jurisdiction of the authority for the purpose of the Land Drainage Act 1991 and the Water Resources Act 1991 and includes the land lying between the said defence and the level of low water;

“specified work” means any of the works carried out between a point 9 metres landward of the landward toe of the Humber Bank sea defence embankment and the level of low water; and

“temporary works” means any temporary structures which may be necessary to enable the specified works to be constructed:

(2) (a)

Not less than 56 days before commencing the construction of any specified work or 28 days in the case of any additional temporary works or alteration required during the construction of such work, the Company shall submit plans of such work to the authority for their approval, which shall not be unreasonably withheld, and shall not

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commence the specified work until such plans have been approved by the authority or, in the case of any difference, until they have been settled by arbitration;

(b) If the authority do not within 56 days or, in the case of additional temporary works or alterations, 28 days after receipt of any such plans signify to the Company their disapproval thereof and the grounds for their disapproval, they shall be deemed to have approved them;

(c) Not less than 14 days before commencing any work of maintenance or repair of a specified work the Company shall, except in the case of emergency, submit to the authority for their information a notice of intention to commence the work and a description of the work:

(3) Upon signifying their approval or disapproval of the said plans the authority may specify any reasonable protective works which in their opinion should be carried out or undertaken by the Company during the construction of the specified work and the works so specified shall be constructed by the Company at its own expense and under the supervision (if given) and to the reasonable satisfaction of the authority:

(4) (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 by the authority as aforesaid or settled by arbitration and shall be constructed to the reasonable satisfaction of the authority who shall be given at least 7 days' notice of the date and time on and at which the work is to be commenced;

(b) The Company shall at all reasonable times during the construction of a specified work afford to the authority access to such specified work for the purpose of inspection;

(c) As soon as is reasonably practicable after the completion of a specified work or thereafter upon 14 days' notice in writing from the authority requiring it so to do the Company shall remove so much of the work as consists only of temporary works carried out for the purpose of such construction:

(5) (a)

Plans of any specified work shall not be submitted by the Company to the Secretary of State under section 9 (Tidal works not to be executed without approval of Secretary of State) of this Act until plans of that work have been approved by the authority or referred for settlement under paragraph (10) below and, if, on the submission of plans to the Secretary of State, he requires any alteration of the plans so approved or settled under this section, or of any such requirement relating thereto, the Company shall, not less than 28 days before commencing the work inform the authority of any such alteration;

(b) When submitting any plans to the Secretary of State under the said section 9, the Company shall send a copy of the plans to the authority and the Company shall, on receipt of approval of plans or of any conditions or restrictions imposed under that section, send a copy to the authority:

(6) (a)

Any specified work constructed under this Act which provides a defence against flooding shall be maintained by and at the expense of the Company to the reasonable satisfaction of the authority;

(b) If any such work is no longer required by the Company or is not maintained to the reasonable satisfaction of the authority, they may by notice in writing

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- require the Company at its own expense to repair and restore the work, or any part thereof, or to remove the work and restore the site (including any sea defences) to its former condition, to such an extent and within such limits as the authority think proper;
- (c) If, on the expiration of 30 days from the date on which a notice is served upon the Company, it has failed to comply with the requirements of the notice, the authority may execute the works specified in the notice, and any expenditure incurred by them in so doing shall be recoverable from the Company.
- (7) If by reason of the construction of a specified work or of its maintenance, repair, alteration, renewal or removal or by reason of the failure of that work or of the Company to maintain it the efficiency of any sea defence work of the authority is impaired or that work is damaged, the Company shall make good such impairment or damage to the reasonable satisfaction of the authority and, if the Company fails to do so, the authority may make good the same and recover from the Company the expense reasonably incurred by them in so doing:
- (8) (a)
- The Company shall indemnify the authority in respect of all charges, claims, costs, expenses and losses which the authority may reasonably incur or have to pay or which they may sustain by reason of the carrying out of the works or any protective works or by reason of their maintenance, repair, alteration, renewal or removal;
- (b) The authority shall give to the Company reasonable notice of any such charges or claims and no settlement or compromise thereof shall be made without the agreement of the Company whose agreement shall not be unreasonably withheld;
- (c) 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 direction or award of an arbitrator shall not relieve the Company from any liability under the provisions of this section:
- (9) Nothing in this Act shall affect prejudicially any statutory or other rights, powers or privileges vested in, or enjoyed by, the authority:
- (10) Any difference arising between the Company and the authority under this section (other than a difference as to the construction of this section) shall be referred to and settled by arbitration.

## **24 Saving for Trinity House**

Nothing in this Act shall prejudice or derogate from the rights or privileges or the jurisdiction or authority of the Corporation of Trinity House of Deptford Strond.

## **25 Saving for Food and Environment Protection Act 1985**

Nothing in this Act shall affect the operation of Part II of the Food and Environment Protection Act 1985 (which relates to deposits in the sea).

## **26 Planning permission**

- (1) In this section “Part 11 development” means development permitted by article 3 of, and Class A in Part 11 of Schedule 2 to, the Town and Country Planning General

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Development Order 1988 (which permits development authorised by private Act designating specifically both the nature of the development thereby authorised and the land on which it may be carried out).

- (2) Subject to the provisions of subsection (3) below, in its application to development authorised by this Act, the planning permission granted for Part 11 development shall have effect as if the authority to develop given by this Act were limited to development begun within 10 years after the passing of this Act.
- (3) Subsection (2) above shall not apply to the carrying out of any development consisting of the shortening, reduction, alteration, renewal, replacement, relaying, reconstruction, enlargement, maintenance or repair of works or the substitution of new works therefor.

## **27 Arbitration**

Where under any provision of this Act any difference (other than a difference as to the meaning or construction of any such provision) is to be referred to or settled by arbitration, then 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.

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## SCHEDULE

Section 17 (4) (a).

### MODIFICATION OF PART I OF COMPULSORY PURCHASE ACT 1965

- 1 In the Compulsory Purchase Act 1965 (hereinafter in this Schedule referred to as “the 1965 Act”) for section 7 (which relates to compensation) there shall be substituted the following:—
  - “7 (1) In assessing the compensation to be paid by the Company under this Act regard shall be had not only to the extent, if any, to which the value of the land over which the right is purchased is depreciated by the purchase but also to the damage, if any, to be sustained by the owner of the land by reason of injurious affection of other land of the owner by the exercise of the right.
  - (2) The modifications subject to which subsection (1) of section 44 of the Land Compensation Act 1973 is to have effect, as applied by subsection (2) of that section to compensation for injurious affection under this section, are that for the words ‘land is acquired or taken’ there shall be substituted ‘a right over land is purchased’ and for the words ‘acquired or taken from him’ there shall be substituted ‘over which the right is exercisable’.”
- 2 The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), namely:—
  - section 9 (4) (failure of owners to convey);
  - paragraph 10(3) of Schedule 1 (owners under incapacity);
  - paragraph 2 (3) of Schedule 2 (absent and untraced owners); and
  - paragraphs 2 (3) and 7 (2) of Schedule 4 (common land);shall be so modified as to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be purchased compulsorily is vested absolutely in the Company.
- 3 Section 11 of the 1965 Act (powers of entry) shall be so modified as to secure that, as from the date on which the Company has served notice to treat in respect of any right, it has power, exercisable in the like circumstances and subject to the like conditions, to enter for the purpose of exercising that right (which shall be deemed for this purpose to have been created on the date of service of the notice); and sections 12 (penalty for unauthorised entry) and 13 (entry on sheriff’s warrant in the event of obstruction) of the 1965 Act shall be modified correspondingly.
- 4 Section 20 of the 1965 Act (compensation for short term tenants) shall apply with the modifications necessary to secure that persons with such interests as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition of the interests but taking into account only the extent, if any, of such interference with such interests as is actually caused, or likely to be caused, by the exercise of the right in question.
- 5 Section 22 of the 1965 Act (protection of acquiring authority’s possession of land where by inadvertence an interest in the land has not been purchased) shall be so modified as to enable the Company, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right in question, subject to compliance with that section as respects compensation.