



# London Docklands Railway (Lewisham) Act 1993

## 1993 CHAPTER vii

### PART IV

#### PROTECTIVE PROVISIONS

#### **31 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, placing and altering and, in relation to temporary works, includes removal; and “construct” and “constructed” have corresponding meanings;

“drainage work” means any watercourse and includes any land used for providing flood storage capacity for any watercourse and any bank, wall, embankment or other structure or appliance constructed or used for defence against water;

“the fishery” means fish in, or migrating to or from, the river Thames or the river Ravensbourne and the spawn, habitat or food of such fish;

“plans” includes sections, drawings, specifications and method statements;

“specified work” means so much of any work or operation authorised by this Act (other than works required in an emergency) as is in, on, under, over or within 16 metres of a drainage work or is otherwise likely to—

- (a) affect any drainage work or the volumetric flow of water in or flowing to or from any drainage work;
- (b) affect the purity or quality of water in any watercourse;
- (c) cause obstruction to the free passage of fish in any watercourse; or

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- (d) affect the conservation, distribution or use of water resources contained in the aquifer lying beneath the London boroughs of Greenwich and Lewisham; and
- “watercourse” has the meaning given in section 72 of the Land Drainage Act 1991:
- (2) (a) Before beginning to construct any specified work, the Company shall submit to the authority plans of the work and such further particulars available to them as the authority may reasonably require;
- (b) Any such specified work shall not be constructed except in accordance with such plans as may be approved in writing by the authority, or settled in accordance with paragraph (10) below;
- (c) Any approval of the authority required under this paragraph—
- (i) shall not be unreasonably withheld;
  - (ii) shall be deemed to have been given if it is neither given nor refused in writing and with a statement of the grounds for refusal within two months of the submission of plans for approval;
  - (iii) may be given subject to such reasonable requirements as the authority may impose for the protection of any drainage work or the fishery or water resources, for the prevention of flooding and water pollution and in the discharge of its environmental and recreational duties:
- (3) Without prejudice to the generality of paragraph (2) above, the requirements which the authority may impose under that paragraph include conditions requiring the Company at their own expense to construct such protective works, whether temporary or permanent, during the construction of the specified works (including the provision of flood banks, walls or embankments and other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary to safeguard any drainage work against damage or to secure that its efficiency for flood defence purposes is not impaired and that the risk of flooding is not otherwise increased by reason of any specified work:
- (4) 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 its officer to watch and inspect the construction of such works:
- (5) If by reason of the construction of any specified work the efficiency of any drainage work for flood defence purposes is impaired or that work is damaged, such impairment or damage shall be made good by the Company to the reasonable satisfaction of the authority and, if the Company fail to do so, the authority may make good the same and recover from the Company the expense reasonably incurred by it in so doing:
- (6) (a) Without prejudice to the other provisions of this section, the Company shall take all such measures as may be reasonably practicable to prevent any interruption in the passage of fish during the construction of any specified work;
- (b) If by reason of the construction of any specified work the fishery is damaged, such damage shall be made good by the Company to the reasonable satisfaction of the authority and, if the Company fail to do so, the authority may make good the same and recover from the Company the expense reasonably incurred by it in so doing:

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- (7) The Company shall indemnify the authority in respect of all costs, charges and expenses which the authority may reasonably incur or have to pay or which it may sustain—
- (a) in the examination or approval of plans under this section;
  - (b) in the inspection of the construction of the specified works or any protective works required by the authority under this section:
- (8) (a) Without prejudice to the other provisions of this section the Company shall indemnify the authority from all claims, demands, proceedings, costs, damages or expenses or loss which may be made or taken against, or recovered from or incurred by, the authority by reason of—
- (i) any damage to any drainage work so as to impair its efficiency for the purposes of flood defence; or
  - (ii) any damage to the fishery; or
  - (iii) any raising of the water table in land adjoining the works or any sewers, drains and watercourses; or
  - (iv) any flooding or increased flooding of any such lands; or
  - (v) inadequate water quality in any watercourse or other surface waters or in groundwater;
- which is caused by the construction of any of the works or any act or omission of the Company, their contractors, agents, workmen or servants whilst engaged upon any such work;
- (b) The authority shall give to the Company reasonable notice of any such claim or demand and no settlement or compromise thereof shall be made without the agreement of the Company which agreement shall not be unreasonably withheld:
- (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 its 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:
- Provided that this paragraph shall not apply to the extent that such liability arises from a failure by the authority properly to perform its functions:
- (10) (a) Unless the parties agree to arbitration any difference arising between the Company and the authority under paragraph (2) above shall be settled by the Minister of Agriculture, Fisheries and Food and the Secretary of State acting jointly on a reference to them by the Company or authority after notice by one to the other;
- (b) Subject to sub-paragraph (a) above, any difference arising between the Company and the authority under this section (other than a difference as to its meaning or construction) shall be referred to and settled by arbitration.