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## SCHEDULES

### SCHEDULE 1

#### AGREEMENT BETWEEN COLCHESTER BOROUGH COUNCIL AND BRIGHTLINGSEA HARBOUR COMMISSIONERS

##### *Miscellaneous*

- 10 (1) The Commissioners shall not be liable for any act, neglect or default of the Council as harbour authority (including competent harbour authority) which occurs before the date on which the Commissioners assume jurisdiction for pilotage or, as the case may be, become a local lighthouse authority in accordance with the Act.
- (2) The Council shall indemnify and hold the Commissioners harmless from all claims or demands which may be made on or against the Commissioners in consequence of any such act, neglect or default as is mentioned in paragraph (1) above:

Provided that:—

- (i) nothing in this indemnity shall impose any liability on the Council in respect of any such claim or demand in so far as and to the extent to which it is attributable to the act, neglect or default of the Commissioners, their contractors, agents, workmen or servants; and
- (ii) the Commissioners shall give to the Council immediate notice of any such claim or demand and no settlement or compromise thereof shall be made except with the consent of the Council who (if it so elects) shall at its expense have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the same.
- (3) The Council shall ensure that any byelaws made by the Council in relation to the River under section 235 of the Local Government Act 1972 after the Commissioners assume jurisdiction for pilotage as described in clause 2(1) of this Agreement and become local lighthouse authority as described in clause 2(2) thereof shall have effect subject to the statutory functions of the Commissioners in relation to pilotage and navigational aids.
- (4) The Council shall disclose to the Commissioners all documents relating to its pilotage and local lighthouse authority functions which appear to the Council to be relevant to, or which may otherwise assist the Commissioners in, the discharge by the Commissioners of any responsibility which they assume by reason of the Act.
- (5) The duty of the Council under paragraph (4) above shall include a duty to provide the Commissioners with copies of such documents as the Commissioners may reasonably require:

Provided that nothing in this paragraph or paragraph (4) above shall require the Council to act in breach of any law or existing legal obligation.

- (6) The Council shall permit the Commissioners without charge to maintain the aids and buoys mentioned in clause 4(1), (5) and (7) of this Agreement upon the bed of the

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River owned by the Council and without prejudice to the generality of the foregoing the Council shall indemnify the Commissioners in respect of any fee or other charge which may be made by any person for the right to attach to the bed of the River any such aid or buoy in the position in which the same is presently located.

- (7) The Commissioners shall, if so requested by the Council, give the Council all reasonable assistance (other than financial assistance) in securing the passing of the Act and the Council shall if requested reimburse the Commissioners any expenses reasonably incurred by them in providing such assistance.
- (8) The costs and expenses referred to in this clause shall be payable 30 days after written details thereof have been supplied to the reasonable satisfaction of the Council.
- (9) This Agreement shall be scheduled to the Bill and is subject to such alterations as may be made by Parliament therein but in the event of Parliament making any material alteration in this Agreement the party affected by such alteration may rescind this Agreement by giving written notice to the other party before the Consideration (if any) of the Bill in the Second House and thereupon this Agreement shall become void and the Council shall withdraw from the Bill:—
  - (a) the provisions confirming this Agreement; and
  - (b) clause 5 (Pilotage and navigational aids), except to such extent as the parties may agree.