

SCHEDULES

SCHEDULE 7

PROTECTIVE PROVISIONS

PART IX

FURTHER PROTECTION OF THE FOLKESTONE AND DISTRICT WATER COMPANY

- 1 The following provisions of this Part of this Schedule shall, unless otherwise agreed in writing between the Concessionaires and the Folkestone and District Water Company (in this Part referred to as "the Company"), have effect for the further protection of the Company.
- 2 Part VI of this Schedule shall have effect as if references therein to apparatus of the Company included the existing drain and telecommunication line serving the Company's house at Cherry Garden.
- 3 No part of the access road known as Waterworks Lane in the district of Shepway (town of Folkestone) shall be stopped up under paragraph 16 of Schedule 2 to this Act until Work No. 14 has been completed and is open for use by the Company.
- 4 (1) Where the Concessionaires propose to construct, as part or for the purpose of Work No. 3 or 4, any underground work within a radius of three kilometres of any of the Company's existing sources of supply, they shall take steps—
 - (a) to prevent or restrict the flow of water into that work from the stratum through which the work is to be constructed; and
 - (b) to prevent pollution of water in that stratum from the work;and, not less than three months before beginning to construct that work, shall submit to the Company a description of the work and of the steps which they propose to take for the purposes mentioned in paragraphs (a) and (b) above.
- (2) Any underground work mentioned in sub-paragraph (1) above shall not be constructed except in accordance with the descriptions submitted to, and either approved by the Company or settled by arbitration, and in accordance with any reasonable requirements made by the Company for the protection of the water which they are authorised to abstract from the source of supply in question or which has been so abstracted by them.
- (3) If within the period of two months from the submission of any description of an underground work under sub-paragraph (1) above the Company do not inform the Concessionaires in writing that they disapprove of the underground work stating the grounds of their disapproval they shall be treated for the purposes of this paragraph as having approved of it.
- (4) If it appears to the Company that—
 - (a) by reason of the construction by the Concessionaires of an underground work (whether a work such as is mentioned in sub-paragraph (1) above or

Status: This is the original version (as it was originally enacted).

not) there has been or will be a material reduction in the yield of any of the Company's existing sources of supply; or

- (b) by reason of anything done or omitted by the Concessionaires, their servants or agents in relation to an underground work, either in the course of constructing it or otherwise, the water in the stratum through which the work is being or has been constructed has or will become polluted;

the Company may by notice in writing require the Concessionaires—

- (i) to take such measures as are specified in the notice for the purpose of preventing or mitigating the reduction in the yield of their sources or for preventing or abating the pollution (as the case may be); or
- (ii) if no measures are capable of being required for this purpose, to cease the construction of the underground work for such time as is specified in the notice.

(5) On the receipt of notice under sub-paragraph (4)(a) above the Concessionaires shall forthwith cease such construction for such period as may be agreed in writing between the Company and the Concessionaires or in default of agreement for such period as may be determined by arbitration.

(6) On the receipt of notice under sub-paragraph (4)(b) above the Concessionaires shall take the measures therein specified subject only to such modifications (if any) as may be agreed in writing between the Company and the Concessionaires.

(7) Paragraph 13 of Part VI of this Schedule shall apply to any pollution of or reduction in the yield of water from any of the Company's existing sources of supply which is within a radius of three kilometres from any underground work mentioned in sub-paragraph (1) above as it applies in relation to any damage to property of the Company, and any approval given in relation to that work under this paragraph shall not exonerate the Concessionaires from any liability to the Company under the said paragraph 13 as applied by this sub-paragraph.

5 The Company shall be entitled by their officers or agents to watch and inspect the carrying out of any work authorised by this Act which is within the limits within which the Company are for the time being authorised to supply water.

6 Any difference arising between the Concessionaires and the Company under this Part of this Schedule shall, except as otherwise provided in this Part of this Schedule, be determined by arbitration.