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STATUTORY INSTRUMENTS

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**1993 No. 1313**

**The Margate Pier and Harbour Revision Order 1992**

**PART VI  
GENERAL**

**Access to harbour by reason of force majeure**

**36.** The harbour shall, on payment of any rates, dues and charges from time to time levied by the Company, be open to any vessel (whether for the unshipping of goods or the landing of passengers therefrom or otherwise) in any case where it is obliged to use the harbour from stress of weather, mechanical breakdown or other sufficient cause.

**Advisory Committee**

**37.—(1)** There shall be established in accordance with this article an Advisory Committee consisting of not less than four nor more than ten members appointed by the Company on the nomination of the following bodies:—

Nominating body	Number of members nominated
Thanet District Council	One
Margate Yacht Club	One
East Kent Yachting Association	One
Margate Fishermen's Association	One
Any additional body or bodies which may be nominated by the Company	One member for each such additional body

(2) If it appears to the Company in the case of any of the appointments referred to in paragraph (1) above that the body by whom the appointment is to be made has refused or failed to appoint a member after being requested by the Company to do so, or that the body by whom any of the said appointments is to be made has ceased to have an identifiable existence, the appointment in question—

- (a) shall be made by the Company, after consultation with the advisory Committee; and
- (b) shall be representative of the interests appearing to the Company to be represented or, as the case may be, to have been represented by the appointing body in question.

(3) Subject to paragraph (4) below, a member of the Advisory Committee shall remain a member of the Committee for so long as the appointing body concerned shall think fit.

(4) Any member of the Advisory Committee may resign his office at any time on giving notice in writing to the appointing body concerned.

(5) The Advisory Committee shall appoint its own chairman and determine its own procedure.

(6) The Company shall, except in a case of special urgency or where it would be detrimental to the commercial interests of the Company to do so, consult the Advisory Committee on all matters substantially affecting the preservation, protection, regulation, management, maintenance and improvement of the harbour and its navigation, and particularly, but without prejudice to the generality of the foregoing, on every proposal—

- (a) to construct any works in the harbour; or
- (b) to dredge, lay down, alter or interfere with moorings in, or change any navigational mark, light or channel of, the harbour; or
- (c) to make byelaws.

(7) The Company shall take into consideration any matter which relates to the preservation, protection, regulation, management, maintenance and improvement of the harbour and its navigation as is from time to time referred to it by the Advisory Committee, whether or not that committee has been consulted on the matter so referred.

(8) The Company shall defray such reasonable expenses as may be incurred by the Advisory Committee in connection with the provision of secretarial services for the Advisory Committee.

#### **For protection of Southern Water Services Limited**

**38.** For the protection of Southern Water Services Limited (in this article referred to as “the Water Services Company”) the following provisions shall, unless otherwise agreed in writing between the Company and the Water Services Company apply and have effect:—

(1) In this article—

“the outfalls” means the surface water outfall known as the Tivoli outfall extending seaward from Marine Drive at National Grid Reference TR 3518 7084 or thereabouts and the foul sewer overflow outfall extending seaward from The Parade at National Grid Reference TR 3530 7107 or thereabouts, including any alteration, replacement or renewal of either of those outfalls, and “outfall” means either of the outfalls;

“plans”, in relation to any specified work, means plans, drawings, sections and specifications describing the position and manner in which, and the level at which, the work is proposed to be carried out;

“specified work” means any of the works carried out within 15 metres of either of the outfalls:

(2) Not less than 56 days before commencing the construction of any specified work the Company shall submit to the Water Services Company for their approval plans for the work and such further particulars as the Water Services Company may, within 28 days of the submission of the plans, reasonably require:

(3) The Water Services Company’s approval of plans submitted under paragraph (2) above shall not be unreasonably withheld; and if within 56 days after the submission of the plans the Water Services Company have not approved or disapproved them, they shall be deemed to have approved them:

(4) The Company shall give to the Water Services Company not less than 14 days' notice of their intention to commence the construction or renewal of a specified work and, except in case of emergency (when they shall give such notice as may be reasonably practicable), of their intention to carry out works of maintenance of a specified work:

(5) In carrying out any specified work the Company shall comply with all reasonable requirements of the Water Services Company of which due notice is given to them, and shall provide new, altered or substituted works or works for the protection of the outfalls in such manner as the Water Services Company shall reasonably require to safeguard the outfalls against damage or to secure that their efficiency for drainage purposes is not impaired by reason of the specified work:

(6) All works for the provision of new, altered or substituted works or protective works in pursuance of paragraph (5) above shall be carried out to the reasonable satisfaction of the Water Services Company and where so required by the Water Services Company, by or under the supervision (if given) of an officer of the Water Services Company duly appointed for the purpose; and all reasonable costs and expenses to which the Water Services Company may be put by reason of such works whether in the course of the carrying out of the works, or in the preparation or examination of plans or designs or in such supervision, or otherwise, shall be payable to the Water Services Company by the Company:

(7) When works for the provision of any such new, altered or substituted works or protective works in pursuance of paragraph (5) above have been completed they shall be maintainable by the Water Services Company:

(8) If by reason of the carrying out of a specified work, or the failure of a specified work, either outfall is damaged or the efficiency of an outfall for drainage purposes is impaired, the damage shall be made good by the Company to the reasonable satisfaction of the Water Services Company or, failing that, the Water Services Company may make good the damage and recover from the Company costs reasonably incurred in so doing.

- (a) (9) (a) The Company shall indemnify the Water Services Company against all claims, demands, costs, expenses, damages or loss which may be made on or against the Water Services Company or which the Water Services Company may incur or which they may sustain in consequence of any damage of, or interference with, an outfall which may be caused by the construction of a specified work, or of the failure or want of maintenance of such a work, or any subsidence caused by the construction of any specified work or any act or omission of the Company, their contractors, agents, workmen or servants, while engaged upon the specified work.
- (b) The Water Services Company shall give to the Company reasonable notice of any claim or demand and no settlement or compromise shall be made without the agreement in writing of the Company.
- (c) Nothing in this paragraph shall impose any liability on the Company with respect to any claim, demand, costs, expenses, damage or loss which is attributable to the act, neglect or default of the Water Services Company or their servants or agents.

(10) An officer of the Water Services Company duly appointed for the purpose may at all reasonable times enter upon and inspect any specified work:

(11) Any difference arising between the Company and the Water Services Company under this article shall be determined by a single arbitrator to be agreed between the parties or, in default of 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.

### **Crown rights**

**39.** Nothing in this Order affects prejudicially any estate, right, power, privilege or exemption of the Crown and in particular nothing herein contained authorises the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river, channel, creek, bay or estuary or any land hereditaments, subjects or rights or whatsoever description 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, on behalf of Her Majesty, first had and obtained for that purpose.

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

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## **Repeals**

**40.** The local Acts specified in columns (1) and (2) of Part I of the Schedule to this Order, and the Confirmation Acts and Orders specified in Part II of that Schedule, are hereby repealed to the extent mentioned in column (3) of that Schedule.