

**ELIZABETH II**



**1965 CHAPTER xxviii**

An Act to empower Crude Oil Terminals (Humber) Limited to acquire lands and to construct works; and for other purposes [5th August 1965]

**W**HEREAS Crude Oil Terminals (Humber) Limited (in this Act referred to as "the Company") is a company within the meaning of the Companies Act, 1948, and is a company c. 38. limited by shares:

And whereas the Company is a subsidiary within the meaning of section 154 of the Companies Act, 1948, of Total Oil Products (G.B.) Limited (hereinafter referred to as "the parent company"):

And whereas the parent company is engaged in the transporting of crude oil and the supply and marketing of petroleum and petroleum products in the United Kingdom:

And whereas it is expedient that the Company should be authorised to construct a marine terminal in the river Humber for the reception and unloading of large oil tankers, and that works should be provided for the discharge of crude oil at and adjacent to the marine terminal and for its conveyance to a refinery which another subsidiary of the parent company proposes to construct at Killingholme:

And whereas the Company has acquired certain rights in respect of land in the parish of Tetney in the rural district of Louth in the county of Lincoln, Parts of Lindsey, near to the proposed marine terminal, which will be available for the construction of tanks for the temporary storage in bulk of crude oil unloaded at the marine terminal prior to its transmission to the refinery:

And whereas in connection with the purposes aforesaid it is expedient that the Company should be empowered to acquire lands and to construct the works authorised by this Act, and that the other provisions of this Act be enacted:

And whereas the objects of this Act cannot be attained without the authority of Parliament:

And whereas plans and sections showing the situations, lines and levels of the works by this Act authorised, and the lands which may be taken or used compulsorily under the powers of this Act for the purposes thereof and a book of reference to such plans containing the names of the owners or reputed owners, lessees or reputed lessees and of the occupiers of all such lands, have been deposited in the office of the Clerk of the Parliaments and in the Private Bill Office of the House of Commons and with the clerk of the county council of the administrative county of Lincoln, Parts of Lindsey, and such plans, sections and book of reference are respectively referred to in this Act as the deposited plans, sections and book of reference:

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

- Short title.           1. This Act may be cited as the *Crude Oil Terminals (Humber) Act 1965*.
- Act divided into Parts.   2. This Act is divided into Parts as follows:—  
     Part I.—Preliminary.  
     Part II.—Lands.  
     Part III.—Works.  
     Part IV.—Miscellaneous.
- Incorporation of Acts.   3.—(1) The following enactments so far as the same are applicable for the purposes of, and are not inconsistent with the provisions of, this Act, are incorporated with and form part of this Act and this Act shall be deemed to be the special Act for the purposes of the said incorporated enactments:—
- c. 18.                   (a) the Lands Clauses Acts, except section 92; sections 127 to 133 and sections 150 and 151 of the Lands Clauses Consolidation Act, 1845:
- Provided that the bond required by section 85 of the Lands Clauses Consolidation Act, 1845, shall be sufficient without the addition of the sureties mentioned in that section;

- (b) the provisions of the Railways Clauses Consolidation Act, 1845, with respect to the temporary occupation of lands near the railway during the construction thereof: PART I  
—cont.  
c. 20.

Provided that for the purposes of the incorporated provisions of the Railways Clauses Consolidation Act, 1845, the works authorised by this Act shall be deemed to be the railway and the centre lines of those works as shown on the deposited plans shall be deemed to be the centre of the railway;

- (c) the Harbours Clauses Act, 1847, except sections 6 to 13, 16 to 23, 25 to 27, 29 to 50, 66 to 68, 79 to 82 and 84 to 96; c. 27.
- (d) Part IV (Minerals underlying waterworks) of the Third Schedule to the Water Act, 1945. c. 42.

(2) (a) In the construction of the enactments so incorporated with this Act the expressions “ promoters of the undertaking ”, “ undertakers ” and “ company ” shall mean the Company.

(b) In the construction of the Harbours Clauses Act, 1847, as incorporated with this Act—

- (i) the expression “ harbour, dock or pier ” shall mean the terminal and any subsidiary works connected therewith and the water area within the limits of the terminal;
- (ii) the prescribed limits shall be the limits of the terminal as defined and subject as provided in section 30 (Limits of the terminal) of this Act;
- (iii) “ vessel ” shall have the meaning assigned to it in section 4 (Interpretation) of this Act.

(c) In the construction of the provisions of the Third Schedule to the Water Act, 1945, as incorporated with this Act—

- (i) the expressions “ waterworks ”, “ pipes or other conduits for the collection passage or distribution of water ” and “ reservoirs ” shall mean Work No. 14;
- (ii) “ minerals ” shall include sand and gravel;
- (iii) “ land ” shall include easements;
- (iv) the prescribed distance in section 13 of the said schedule shall be 10 yards.

4.—(1) In this Act unless there be something in the subject or Interpretation. context repugnant to such construction—

“ the authorised works ” means the works authorised by section 14 (Power to construct works) of this Act;

“ the Company ” means Crude Oil Terminals (Humber) Limited;

“ the conservancy board ” means the Humber Conservancy Board;

PART I  
—cont.

- c. 27. “enactment” means any Act, whether public, general or local, or any order made thereunder, or any provision in any Act or in any such order;
- c. 42. “the Harbours Clauses Act, 1847” means the Harbours, Docks and Piers Clauses Act, 1847;
- c. 33. “the Lands Clauses Acts” means the Lands Clauses Acts as modified by the Lands Tribunal Act, 1949, the Land Compensation Act, 1961, and this Act;
- “the level of high water” means the level of mean high-water springs;
- “the limits of deviation” means the limits of deviation authorised by section 17 (Power to deviate) of this Act;
- “the limits of the terminal” means the limits of the terminal as defined by section 30 (Limits of the terminal) of this Act;
- “the Minister” means the Minister of Transport;
- “the river” means the river Humber and includes any part of the Humber approaches and the North Sea within the limits of deviation;
- “the river authority” means the Lincolnshire River Authority;
- c. 76. “telegraphic line” has the same meaning as in the Telegraph Act, 1878;
- “the terminal” means Works Nos. 1 to 13;
- “the terminal undertaking” means the undertaking of the Company in connection with the terminal as from time to time authorised and completed;
- “tidal work” means so much of any work authorised by this Act as is on, under or over tidal waters or tidal lands below the level of high water;
- “the tribunal” means the Lands Tribunal;
- “Trinity House” means the Corporation of Trinity House of Deptford Strond;
- “vessel” means every description of vessel used in navigation, however propelled or moved, and includes any thing constructed or used to carry persons or goods by water (whether on, under or supported by a cushion of air over, water), and in section 34 (Powers with respect to disposal of wrecks) and section 35 (Protection of Crown interests in wrecks) of this Act, includes any aircraft.

(2) This Act shall be read as if the words “or thereabouts” were inserted after each distance or dimension mentioned in section 14 (Power to construct works) of this Act.

(3) Any reference in this Act to a work identified by the number of the work shall be construed as the work of that number authorised by the said section 14.

(4) Any reference in this Act to any enactment shall be construed as a reference to that enactment as applied, extended, amended or varied by or by virtue of any subsequent enactment, including this Act.

PART I  
—cont.

PART II  
LANDS

5.—(1) Subject to the provisions of this Act, the Company may enter upon, take and use such of the lands delineated on the deposited plans and described in the deposited book of reference (other than the lands described in the schedule to this Act) as it may require for the purpose of the authorised works or for the construction of facilities for the storage of crude oil in the parish of Tetney in the rural district of Louth in the county of Lincoln, Parts of Lindsey, or for purposes ancillary thereto or connected therewith: Power to  
acquire lands.

Provided that the Company shall not under this section enter upon, take or use—

- (a) for the construction of facilities for the storage of crude oil in the said parish, lands of a total area greater than 250 acres;
- (b) for the purpose of Work No. 14, any lands situated at a greater distance than 200 feet from any part of that work.

(2) The powers of compulsory acquisition of land under this section shall cease after the expiration of three years from the 1st October, 1965.

6.—(1) If the deposited plans or the deposited book of reference are inaccurate in their description of any land, or in their statement or description of the ownership or occupation of any land, the Company, after giving not less than ten days' notice to the owner, lessee and occupier of the land in question, may apply to two justices having jurisdiction in the county of Lincoln, Parts of Lindsey, for the correction thereof. Correction of  
errors in  
deposited  
plans and  
book of  
reference.

(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, House of Commons, with the clerk of the county council of the administrative county of Lincoln, Parts of Lindsey, and with every clerk of a local authority and chairman of a parish council or parish meeting with whom a copy of the deposited plans (or so much thereof as includes the land to which the certificate relates)

PART II  
—cont.

has been deposited in accordance with the standing orders of the Houses of Parliament, or who has the custody of any copy so deposited; and thereupon the deposited plans and 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.

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

Power to  
acquire  
easements  
only.

7.—(1) The Company may, instead of acquiring any land that it is authorised to acquire compulsorily under this Act, acquire compulsorily such easements and rights over or in the land as it may require for the purpose of constructing, using, maintaining, renewing or removing the works authorised by this Act or for the purpose of obtaining access to the works or for the purpose of doing any other thing necessary in connection with the works.

(2) Accordingly the Company may give notice to treat in respect of any such easement or right describing the nature thereof and may exercise the powers of this Act including in particular section 10 (Power to expedite entry) in respect of such easements or rights and subject thereto the provisions of the Lands Clauses Acts shall apply in relation to the acquisition of such easements and rights as if they were lands within the meaning of those Acts.

(3) Where the Company has acquired an easement or right only over or in any land under this section—

- (a) it shall not be required or, except by agreement or during the execution of the said works, entitled to fence off or sever that land from the adjoining land;
- (b) the owner or occupier of the land for the time being shall, subject to the easement or right, have the same right to use the land as if this section had not been enacted.

(4) If in his particulars of claim the owner of any land in respect of which notice to treat for an easement or right is given under this section requires the Company to acquire the land the Company shall not be entitled under this section to acquire the easement or right unless the tribunal determines that the easement or right can be granted without material detriment to the land or, in the case of a park or garden belonging to a house, without seriously affecting the amenity or convenience of the house; and, if the tribunal does not so determine, the Company may acquire the land compulsorily notwithstanding that the period mentioned

in subsection (2) of section 5 (Power to acquire lands) of this Act has expired, but not later than one year after the determination of the tribunal: \*

PART II  
—cont.

Provided that nothing in this subsection shall apply to land forming part of a street.

(5) A notice to treat given under this section shall be endorsed with notice of the effect of subsection (4) of this section.

8.—(1) Any person empowered by the Lands Clauses Acts to sell and convey or release lands may, if he thinks fit, subject to the provisions of those Acts, grant to the Company any easement or right required for the purposes of this Act over or in the lands not being an easement or right of water in which some person other than the grantor has an interest. Grant of easements by persons under disability.

(2) The provisions of the said Acts with respect to lands and rentcharges so far as they are applicable shall extend and apply to any such grant and to any such easement or right as aforesaid.

9.—(1) For the purposes of this Act the following provisions of this section shall have effect in substitution for section 92 of the Lands Clauses Consolidation Act, 1845. Acquisition of part only of certain properties.

(2) No person shall be required to sell a part only of any house, building or factory, or of a park or garden belonging to a house, if he is willing and able to sell the whole of the house, building, factory, park or garden unless the tribunal determines— c. 18.

(a) in the case of a house, building or factory, that such part as is proposed to be taken can be taken without material detriment to the house, building or factory; or

(b) in the case of a park or garden, that such part as is proposed to be taken can be taken without seriously affecting the amenity or convenience of the house to which it belongs.

(3) If the tribunal determines as aforesaid, compensation shall be awarded in respect of any loss due to the severance of the part proposed to be taken in addition to the value of that part; and thereupon the person interested shall be required to sell to the Company that part of the house, building, factory, park or garden.

10. At any time after serving a notice to treat in respect of any land that may be acquired compulsorily under this Act or in respect of any easement or right over or in any such land, but not less than three months after giving the owner and occupier of the land notice of its intention to exercise the powers of this section, the Company may without previous consent and without compliance with sections 84 to 90 of the Lands Clauses Consolidation Act 1845, enter on the land or on such part of it as may be Power to expedite entry.

PART II  
—cont.

specified in the last-mentioned notice and take possession of the land or part or, as the case may be, enjoy any easement or exercise any right to be acquired under this Act over or in the land or part:

Provided that the Company shall pay the like compensation for land entered under this section, and the like interest on the compensation awarded, as would have been payable if the provisions of those sections had been complied with.

Power to enter for survey or valuation.

**11.**—(1) Any person acting on behalf of the Company and duly authorised in that behalf may, on producing if so required some duly authenticated document showing his authority, at all reasonable times enter on any land that the Company is authorised by this Act to acquire compulsorily for the purpose of surveying or valuing the land:

Provided that no land shall be entered under this section unless the Company not less than seven days before the date of the first entry and not less than twenty-four hours before any subsequent entry, has given notice in writing to the owner and occupier of the land in manner provided by section 285 of the Public Health Act, 1936.

c. 49.

(2) The power of survey conferred by the last foregoing subsection includes power to bore for the purpose of ascertaining the nature of the subsoil:

Provided that a person shall not carry out any works authorised by this subsection unless notice of his intention to do so was included in the notice required by the last foregoing subsection.

(3) Where land is damaged in the exercise of a right of entry or survey conferred under this section, any person interested in the land may recover from the Company compensation for the damage to be determined in the case of dispute by the tribunal, and, so far as compensation is properly to be calculated by reference to the depreciation of the value of his interest in the land, rules 2 to 4 of the rules set out in section 5 of the Land Compensation Act, 1961, shall apply.

c. 33.

Disregard of recent improvements and interests.

**12.** In determining any question of disputed compensation or purchase money in respect of land or easements or rights over or in land acquired under this Act the tribunal shall not take into account—

(a) any improvements or alteration made, or building erected, after the 5th December, 1964; or

(b) any interest in the land created after the said date;

which in the opinion of the tribunal was not reasonably necessary and was made, erected or created with a view to obtaining or increasing the compensation or purchase money.



13.—(1) All private rights of way over any land that may be acquired compulsorily under this Act shall, as from the acquisition of the land, whether compulsorily or by agreement, be extinguished.

PART II  
—cont.  
Extinction of private rights of way.

(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 under and in accordance with the Land Compensation Act, 1961. c. 33.

PART III  
WORKS

14.—(1) Subject to the provisions of this Act, the Company may construct and maintain in the lines and situations and upon the lands delineated on the deposited plans and described in the deposited book of reference and according to the levels shown on the deposited sections the works hereinafter described, together with all necessary and proper works and conveniences connected therewith or incidental thereto, that is to say:—

Power to construct works.

Work No. 1 A stage (supported on piles) having a maximum width of 100 feet, commencing at a point 4,920 yards in a north-easterly direction from Northcoates Point and extending in a westerly direction and terminating at a point 300 feet from its commencement:

Work No. 2 Four pile berthing dolphins on the north side of Work No. 1, the centre of the easternmost thereof being situated at a point 10 feet east of the commencement of Work No. 1, the centres of the remainder being spaced in a straight line in a westerly direction at intervals of 60 feet, 200 feet and 60 feet respectively:

Work No. 3 Six pile mooring dolphins on the south side of Work No. 1 all linked by a walkway, the centre of the easternmost thereof being situated at a point 561 feet east of the commencement of Work No. 1, the centres of the remainder being spaced in a westerly direction at intervals of 237 feet, 237 feet, 474 feet, 237 feet and 237 feet respectively:

Work No. 4 A submarine pipeline or pipelines commencing on the south side of Work No. 1 and extending for 4,715 yards in a south-westerly direction to a point on the south shore of the river 330 yards north of Northcoates Point:

No. 5 A stage (supported on piles) having a maximum width of 100 feet, commencing at a point 345 yards west of the centre point of Work No. 1 and extending in a westerly direction and terminating at a point 300 feet from its commencement:

PART III  
—cont.

- Work No. 6 Four pile berthing dolphins on the north side of Work No. 5, the centre of the easternmost thereof being situated at a point 10 feet east of the commencement of Work No. 5, the centres of the remainder being spaced in a straight line in a westerly direction at intervals of 60 feet, 200 feet and 60 feet respectively:
- Work No. 7 Four pile mooring dolphins on the south side of Work No. 5 all linked by a walkway connecting with the mooring dolphin at the western end of Work No. 3, the centre of the easternmost thereof being situated at a point 87 feet east of the commencement of Work No. 5, the centres of the remainder being spaced in a westerly direction at intervals of 474 feet, 237 feet and 237 feet respectively:
- Work No. 8 A submarine pipeline or pipelines commencing on the south side of Work No. 5 and extending for 4,450 yards in a south-westerly direction to a point on the south shore of the river 330 yards north of Northcoates Point:
- Work No. 9 A stage (supported on piles) having a maximum width of 100 feet, commencing at a point 345 yards west of the centre point of Work No. 5 and extending in a westerly direction and terminating at a point 300 feet from its commencement:
- Work No. 10 Four pile berthing dolphins on the north side of Work No. 9, the centre of the easternmost thereof being situated at a point 10 feet east of the commencement of Work No. 9, the centres of the remainder being spaced in a straight line in a westerly direction at intervals of 60 feet, 200 feet and 60 feet respectively:
- Work No. 11 Four pile mooring dolphins on the south side of Work No. 9 all linked by a walkway connecting with the mooring dolphin at the western end of Work No. 7, the centre of the easternmost thereof being situated at a point 87 feet east of the commencement of Work No. 9, the centres of the remainder being spaced in a westerly direction at intervals of 474 feet, 237 feet and 237 feet respectively:
- Work No. 12 A submarine pipeline or pipelines commencing on the south side of Work No. 9 and extending for 4,193 yards in a south-westerly direction to a point on the south shore of the river 330 yards north of Northcoates Point:
- Work No. 13 A services stage (supported on piles) 150 feet wide commencing at a point 1,154 feet west of the commencement of Work No. 3 and extending in a westerly direction and terminating at a point 300 feet from its commencement:

Work No. 14 A pipeline or pipelines commencing at the termination of Works Nos. 4, 8 and 12 extending in a south-westerly direction for a distance of 1,333 yards, thence in a westerly direction for a distance of 635 yards and thence in a south-westerly direction for a distance of 2,715 yards and terminating at a point 4,600 yards from its commencement.

(2) Notwithstanding anything shown on the deposited plans, Works Nos. 4, 8 and 12 and the pipelines referred to in Work No. 14 shall be constructed as parallel and separate pipelines running between the respective commencement of Works Nos. 4, 8 and 12 and the termination of Work No. 14.

(3) The Company may inclose and reclaim from the foreshore and bed of the river and may hold and use as part of the terminal undertaking so much of the foreshore and bed of the river as is required for or in connection with the works.

15.—(1) Subject to the provisions of this Act, the Company Subsidiary for the purposes of or in connection with the authorised works works may within the limits of deviation in addition to such works—

(a) construct or place and maintain and use all such cuts, channels, entrances, sea walls, gates, weirs, dams, basins, reservoirs, ponds, trenches, pounds, slipways, lay-byes, sluices, culverts, syphons, by-passes, arches, bridges (fixed or opening), ferries, sewers, drains, mains, pipes, pipelines, electric cables, tanks, valves and valve chambers, embankments, towing-paths, banks, walls, jetties, berthing heads, strong points, landing places, mooring dolphins, moorings, buoys, beacons, lights, signals, telecommunication installations, groynes, quays, wharves, warehouses, sheds, buildings, engines, pumps, machinery, lifts, cranes, towers, drops, winches, capstans, gantries, conveyors, staithes, tips, railways, tramways, transmission lines, pylons, junctions, sidings, turntables, roads, roadways, tunnels, walkways, approaches, pipe-ways, works and appliances as may be necessary or convenient for or in connection with or subsidiary to the authorised works;

(b) temporarily or permanently use, strengthen, widen, improve, alter or otherwise interfere with drains, sewers, submarine cables, telegraphic, telephonic, electric, gas, water and other pipes, lines, wires, works and apparatus (all of which are hereinafter in this section referred to as “apparatus”), providing where possible a proper substitute before interrupting the passage of sewage, electricity, gas or water in or through any apparatus;

PART III  
—cont.

(c) raise, sink or otherwise alter the position of any of the steps, areas, cellars, windows and pipes or spouts belonging to any house or building and may remove any other obstruction:

Provided that the powers conferred by this section shall not in relation to Work No. 14 be exercised otherwise than within a distance of 25 feet from any part of that work.

(2) Any apparatus rendered unnecessary by the substitution of other apparatus therefor shall vest in the Company and the substituted apparatus shall vest in the same authority and be under the same jurisdiction, care, management and direction as the existing apparatus for which it may be so substituted.

(3) In the exercise of the powers conferred by this section the Company shall cause as little detriment and inconvenience as the circumstances permit to any person and shall make reasonable compensation for any damage caused by the exercise of such powers.

(4) (a) Not less than twenty-eight days before executing any works under paragraph (b) of subsection (1) of this section affecting any apparatus the Company shall submit to the appropriate authority sufficient plans, sections and particulars of the proposed works for their reasonable approval.

(b) The Company shall execute such works in accordance with such plans, sections and particulars as may be submitted to and approved by the appropriate authority, or if such approval be refused, as may be settled by arbitration and all such works shall be executed to the reasonable satisfaction of the appropriate authority and the Company shall at all times afford to the representative of the appropriate authority access for the purpose of inspecting such works.

(c) Any dispute or difference which may arise between the appropriate authority and the Company under this subsection shall be settled by arbitration.

(d) In this subsection "the appropriate authority" means in relation to any apparatus the authority to whom it belongs or by whom it is repairable.

(5) Notwithstanding anything in this section contained the Company shall not—

(a) use any telegraphic line belonging to or used by the Postmaster General;

(b) alter any such line except in accordance with and subject to the provisions of paragraphs (1) to (8) of section 7 of the Telegraph Act, 1878.

c. 76.

(6) Any electrical works or equipment constructed, erected, laid down, maintained, worked or used in pursuance of the

powers conferred by this section shall be so constructed, erected or laid down and so maintained, worked and used as to prevent interference with any telegraphic line belonging to or used by the Postmaster General or with communication by means of any such line or with any apparatus of the Yorkshire Electricity Board or the Central Electricity Generating Board or with any purpose for which such apparatus is used.

(7) Any telegraphic and telephonic apparatus used under the provisions of this section shall be so used as not to contravene the exclusive privilege conferred upon the Postmaster General by the Telegraph Act, 1869.

c. 73.

(8) Notwithstanding anything in this section contained, the Company shall not instal or use apparatus for wireless telegraphy in contravention of the provisions of the Wireless Telegraphy Act, 1949.

c. 54.

(9) In subsection (5) of this section, the expression "alter" has the same meaning as in the Telegraph Act, 1878, and, in subsection (8), the expression "apparatus for wireless telegraphy" has the same meaning as in the Wireless Telegraphy Act, 1949.

c. 76.

16. Subject to the provisions of this Act, the Company may from time to time renew, enlarge and alter temporarily or permanently the authorised works or any part thereof:

Alteration and improvement of works.

Provided that nothing in this section shall authorise the Company to deviate laterally beyond the limits of deviation.

17. In the construction of the authorised works the Company may deviate laterally to any extent within the limits of deviation shown on the deposited plans and may deviate vertically from the levels of those works shown on the deposited sections to any extent upwards or downwards.

Power to deviate.

18. So much of the authorised works as is outside the area of the petty sessional division of Grimsby County in the county of Lincoln, Parts of Lindsey, shall be deemed to be within the said area.

Works to be within petty sessional division of Lincoln, Parts of Lindsey.

19. Subject to the provisions of this Act, the Company may from time to time deepen, dredge, scour, cleanse, alter and improve the bed, shores and channels of the river adjoining or near to the terminal for the purpose of affording uninterrupted means of access thereto, and may use, appropriate or dispose of the materials from time to time dredged by them from the river:

Power to dredge.

Provided that no materials so dredged by them shall be deposited below the level of high water except in such places and in accordance with such restrictions or regulations as may be

PART III  
—cont.

approved or prescribed by the Board of Trade, nor shall such materials be deposited in any place within the jurisdiction of the conservancy board without the consent of that board.

Period for completion of works.

20. Subject to the provisions of this Act, if the authorised works are not completed within ten years from the 1st October, 1965, then on the expiration of that period the powers by this Act granted to the Company for making and completing the authorised works or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Tidal works not to be executed without approval of Board of Trade.

21.—(1) A tidal work shall not be constructed, altered or extended except in accordance with plans and sections approved by the Board of Trade and subject to any conditions and restrictions imposed by the board before the work is begun.

(2) If a tidal work is constructed, altered or extended in contravention of this section or of any condition or restriction imposed under this section—

(a) the board 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 thirty days from the date when the notice is served upon the Company, it has failed to comply with the requirements of the notice, the board may execute the works specified in the notice; or

(b) if it appears to the board urgently necessary so to do, they may themselves remove the tidal work or part of it and restore the site to its former condition;

and any expenditure incurred by the board in so doing shall be recoverable from the Company as a simple contract debt.

Provision against danger to navigation.

22.—(1) In case of injury to or destruction or decay of a tidal work or any part thereof the Company shall forthwith notify the conservancy board and shall lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as the conservancy board shall from time to time direct.

(2) If the Company fails to notify the conservancy board 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 one hundred pounds and on conviction on indictment to a fine.

Abatement of works abandoned or decayed.

23.—(1) Where a tidal work is abandoned, or suffered to fall into decay, the Board of Trade or the river authority 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 board or the river authority, as the case may be, think proper.

PART III  
—cont.

(2) Where a work authorised by this Act and consisting partly of a tidal work and partly of works on or over land above the level of high water is abandoned or suffered to fall into decay and that part of the work 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 Board of Trade or the river authority, as the case may be, may include that part of the work, or any portion thereof, in any notice under this section.

(3) If, on the expiration of thirty days from the date when a notice under this section is served upon the Company it has failed to comply with the requirements of the notice the Board of Trade or the river authority, as the case may be, may execute the works specified in the notice and any expenditure incurred by them in so doing shall be recoverable from the Company as a simple contract debt.

24.—(1) The Board of Trade may at any time if they deem it expedient order a survey and examination of a tidal work constructed by the Company or of the site upon which it is proposed to construct the work and any expenditure incurred by the Board of Trade in any such survey and examination shall be recoverable from the Company as a simple contract debt. Survey of tidal works.

(2) The river authority may at their own expense at any time carry out a survey and examination of any such work as is referred to in subsection (1) of this section and the Company shall provide the river authority free of charge with all such facilities as are reasonably necessary for that purpose.

25.—(1) After the completion of a tidal work the Company shall at the outer extremity thereof exhibit every night from sunset to sunrise such lights, if any, and take such other steps for the prevention of danger to navigation as the conservancy board shall from time to time direct. Permanent lights on tidal works.

(2) If the Company fails to comply in any respect with a direction given under this section it shall be liable on summary conviction to a fine not exceeding one hundred pounds and on conviction on indictment to a fine.

26.—(1) The Company shall at or near a tidal work during the whole time of the construction, alteration or extension thereof exhibit every night from sunset to sunrise such lights, if any, and take such other steps for the prevention of danger to navigation as the Board of Trade shall from time to time direct. Lights on tidal works during construction.

PART III  
—cont.

(2) If the Company fails to comply in any respect with a direction given under this section it shall be liable on summary conviction to a fine not exceeding one hundred pounds and on conviction on indictment to a fine.

Company  
may provide  
tugs, dredgers,  
etc.

27.—(1) The Company may from time to time build, purchase, contract for, hire, provide, maintain and use tugs, hoppers, barges or other powered craft—

(a) as may be necessary or expedient for or in relation to any of the purposes mentioned in section 19 (Power to dredge) of this Act; and

(b) for the use and accommodation of vessels within the limits of the terminal and for this purpose it may let the same.

(2) In addition to the powers conferred by subsection (1) of this section the Company may, for the purposes referred to in paragraph (a) of that subsection, purchase, contract for, hire, provide, maintain and use all such dredging and other craft and appliances as may be necessary or expedient.

Power to sell  
terminal  
undertaking.

28.—(1) At any time after any of the terminal works have been completed, the Company may, with the previous consent in writing of and upon such terms, conditions and restrictions as may be approved by the Minister, sell the terminal undertaking and the purchaser, to the extent authorised by his conveyance, shall have and may exercise all or any of the powers conferred upon the Company by this Act, or which the Company has or might exercise under this Act, in relation to the terminal undertaking, and shall be subject to all the restrictions, liabilities and obligations in respect of the terminal undertaking to which the Company is subject and shall perform all the duties of the Company under this Act in respect of the undertaking:

Provided that the Company shall not exercise the powers of this section unless, at least one month before making application to the Minister for his consent to the sale of the terminal undertaking, it gives to both the conservancy board and the river authority notice in writing of its intention so to do and of the name of the intended purchaser, and the Minister before giving his consent shall take into consideration any representations in writing which may be submitted to him by either the conservancy board or the river authority.

(2) The Company shall, within one month after the date of any conveyance made under this section, deposit a certified copy thereof at the Ministry of Transport and shall, upon failure to do so, be liable to a fine not exceeding twenty pounds.



29.—(1) The Company may, with the previous consent in writing of and upon such terms, conditions and restrictions and for such period as may be approved by the Minister, lease to any company, corporation or person the terminal undertaking.

PART III  
—cont.  
Power to lease terminal undertaking.

(2) As from the commencement of any lease made under the last preceding subsection, the lessee, during the continuance of and to the extent provided in his lease, shall have and may exercise all or any of the powers conferred upon the Company by this Act or which the Company has or might exercise under this Act and shall be subject to all the liabilities and obligations in respect of the terminal undertaking to which the Company is subject and shall perform all the duties of the Company under this Act in respect of such undertaking.

(3) No lease made under subsection (1) of this section shall be assignable without the previous consent in writing of the Minister and the provisions of this Act with respect to such lease or to the lessee shall apply to any such assignment or to the assignee respectively.

(4) The Company or, as the case may be, a lessee shall not exercise the powers of this section unless at least one month before making application to the Minister for his consent to the leasing of the terminal or, as the case may be, to an assignment of a lease of the terminal, it or he gives to both the conservancy board and the river authority notice in writing of the intention so to do and of the name of the intended lessee or assignee, as the case may be, and of the terms, conditions and restrictions of any proposed lease, and the Minister before giving his consent shall take into consideration any representations in writing which may be submitted to him by either the conservancy board or the river authority.

(5) The Company shall, within one month after the date of any lease made under this section, deposit a certified copy thereof at the Ministry of Transport and shall, upon failure to do so, be liable to a fine not exceeding twenty pounds.

PART IV

MISCELLANEOUS

30. The limits within which the Company shall exercise the jurisdiction as a harbour authority, and within which the powers of the harbour master may be exercised, shall extend over the area of water within a distance of 600 feet from the structures of Works Nos. 1 to 3, 5 to 7, 9 to 11 and 13:

Limits of the terminal.

Provided that the jurisdiction of the harbour master conferred by this Act shall only be exercised with reference to vessels using the said works or coming to or departing therefrom and vessels within the said area which shall obstruct the approaches to those works.

PART IV  
—cont.

Directions of harbour master.

c. 27.

Orders of harbour master need not be in writing.

Compounding arrangements and rebates.

c. 40.

Powers with respect to disposal of wrecks.

c. 60.

**31.** Section 52 of the Harbours Clauses Act, 1847, in its application to the Company and the harbour master shall extend to empower the harbour master to give directions prohibiting the mooring of vessels within the limits of the terminal.

**32.** Section 53 of the Harbours Clauses Act, 1847, in its application to the Company and the harbour master shall not be construed to require the harbour master to serve a notice in writing of his directions upon the master of a vessel and such directions may be given orally or otherwise communicated to the master.

**33.** Nothing in section 30 of the Harbours Act, 1964 shall require the Company to include in the list of ship passenger and goods dues kept at the harbour office, as required by subsection (1) of that section, dues reduced by virtue of a compounding arrangement in respect of, or rebate allowed on, a due included in the said list.

**34.—(1)** In their application to the Company, sections 530 and 532 of the Merchant Shipping Act, 1894 (which confer powers on the Company with respect to, and with respect to anything in or on, any vessel sunk, stranded or abandoned in such manner as to be an obstruction or danger to navigation at the terminal or in or near any approach thereto), shall have effect—

- (a) subject to the provisions of section 35 (Protection of Crown interests in wrecks) of this Act; and
- (b) in relation to a vessel sunk, stranded or abandoned before as well as after the passing of this Act.

(2) Subject to subsection (3) of this section, and to any enactment for the time being in force limiting his liability, the Company may recover as a simple contract debt from the owner of any vessel in relation to which it has exercised its powers under the said section 530 or the said section 532 any expenses reasonably incurred by it under those sections in relation to that vessel which are not reimbursed out of the proceeds of sale (if any) within the meaning of those sections.

(3) Except in a case which is in the opinion of the Company a case of emergency, subsection (2) of this section shall not apply in relation to any vessel unless, before exercising in relation to that vessel any of the powers conferred on it by the said section 530 other than the power of lighting and buoying, the Company has given to the owner of the vessel not less than forty-eight hours' notice of its intention to do so; and if before the notice expires the Company receives from the owner counter-notice in writing that he desires to dispose of the vessel himself, and no direction is served in respect of the vessel under paragraph (b) of subsection (2) of the said section 35 he shall be

at liberty to do so, and the Company shall not exercise the powers aforesaid in relation to that vessel until the expiration of seven days from the receipt of the counter-notice and of any further continuous period thereafter during which the owner of the vessel proceeds with the disposal thereof with all reasonable diligence and in compliance with any directions for the prevention of interference with navigation which may be given to him by the Company.

PART IV  
—cont.

(4) Notice under subsection (3) of this section to the owner of any vessel may be served by the Company either by delivering it to him or by sending it to him by registered post or the recorded delivery service addressed to him at his last known place of business or abode in the United Kingdom or, if the owner or any such place of business or abode is not known to the Company or is not in the United Kingdom, by displaying the notice at the office of the principal officer of the Company at or nearest to the terminal for the period of its duration.

(5) Except in a case which is, in the opinion of the Company, a case of emergency, the Company shall before raising, removing or destroying under the powers conferred upon it by the said section 530 any vessel sunk, stranded or abandoned at the terminal or in or near any approach thereto and within a distance of 150 yards of any submarine cable placed or maintained by the Postmaster General in, on, along or across the bed or foreshore of the river, give to the Postmaster General in writing as long notice as is practicable of its intention to do so.

(6) In this section the expression "owner" in relation to any vessel means the person who was the owner of the vessel at the time of the sinking, stranding or abandonment thereof.

35.—(1) Without prejudice to section 741 of the Merchant Shipping Act, 1894 (which relates to the exemption from the provisions of that Act of vessels belonging to Her Majesty), as modified by any Order in Council made under section 80 of the Merchant Shipping Act, 1906, the powers conferred on the Company by sections 530 and 532 of the said Act of 1894 shall not be exercisable—

Protection of  
Crown  
interests in  
wrecks.  
c. 60.  
c. 48.

(a) in relation to any vessel sunk, stranded or abandoned by design by or under the orders of a person acting on behalf of Her Majesty or an officer or servant of the Crown acting in the course of his duty as such;

(b) except with the consent of the Secretary of State, which may be given with or without such a direction as is referred to in paragraph (b) of subsection (2) of this section, in relation to any vessel which is not excluded

PART IV  
—cont.

from the exercise of those powers by virtue of being a vessel belonging to Her Majesty but which, at the time when the vessel was sunk, stranded or abandoned—

(i) had been required to be placed at the disposal of Her Majesty or of a government department; and

(ii) was appropriated to the service, under the direction and control of the Secretary of State, of Her Majesty's ships of war.

(2) The Company shall give notice in writing to the Secretary of State and to the Board of Trade of any decision of the Company to exercise in relation to any vessel referred to in paragraph (b) of subsection (1) of this section any of the powers aforesaid other than the power of lighting and buoying and, except in a case which is in the opinion of the Company a case of emergency, shall not proceed with the exercise thereof—

(a) except with the consent of the Secretary of State and the Board of Trade, before the expiration of a period of fourteen days from the giving of the notice; or

(b) if before the expiration of the said period there is served on the Company a direction by the Secretary of State or the Board of Trade that those powers shall not be exercised in relation to that vessel except in such a case as aforesaid;

and where, in any such case as aforesaid, the Company proceeds to exercise those powers without the consent and before the expiration of the period mentioned in paragraph (a) of this subsection or after a direction has been served on it as aforesaid, it shall not in the exercise of those powers use any explosives and if, before the expiration of the period aforesaid, such a direction as aforesaid is served on it, shall not be entitled to exercise the power of sale conferred by the said section 530 or the power conferred by subsection (2) of section 34 (Powers with respect to disposal of wrecks) of this Act:

Provided that—

(i) the Company shall not be required to give notice under this subsection in respect of any vessel in respect of which it has received a consent under paragraph (b) of subsection (1) of this section, but any direction such as is referred to in paragraph (b) of this subsection accompanying that consent shall be deemed for the purposes of this subsection and of subsection (3) of the said section 34 to have been duly served under paragraph (b) of this subsection;

(ii) the prohibition on the use of explosives imposed by this subsection shall not apply to the use for cutting away the superstructure of a vessel of such small explosive charges as may for the time being be approved by the Board of Trade for the purposes of this proviso.

(3) Without prejudice to the power of sale conferred on the Company by the said section 530, the Company shall hold and dispose of any wreck within the meaning of Part IX of the said Act of 1894, raised, removed or recovered under that section and any surplus proceeds of sale within the meaning of that section in accordance with such directions (if any) as may be given to it by the receiver of wreck; and on exercising the said power of sale in the case of any property the Company shall discharge any sums payable in respect of that property by way of duties of customs or excise, purchase tax, or surcharge in respect of sugar or molasses, and any sums so discharged shall be deemed to be expenses incurred by the Company under that section.

(4) Any limitation on the powers of the Company in relation to any vessel arising by virtue of subsection (1) or subsection (2) of this section shall not operate to authorise the exercise in relation to that vessel of the powers conferred on Trinity House by section 531 of the said Act of 1894.

36. In addition to the byelaws which may be made by the Company under section 83 of the Harbours Clauses Act, 1847, the Company may from time to time make, alter and repeal such byelaws as it thinks fit with reference to all or any of the following purposes, that is to say:—

Power to  
Company  
to make  
bye-laws.  
c. 27.

the management, control and regulation of the terminal and of goods, wares, merchandise and vehicles using or passing over or frequenting or resorting to the terminal;

the control and regulation of vessels being within the limits of the terminal;

the conduct of persons using or being on the terminal and the control or prohibition of smoking by such persons;

safety precautions to be observed by persons on vessels being within the limits of the terminal or persons using or being on the terminal.

37.—(1) All byelaws made by the Company shall be subject to the provisions contained in subsections (2) to (7) of section 250 and in sections 251 and 252 of the Local Government Act, 1933, and all fines imposed for the breach of any such byelaws shall be recoverable in manner provided by that Act for the recovery of fines and those sections shall for the purposes of this section

Application  
of Local  
Government  
Act, 1933, to  
bye-laws.  
c. 51.

PART IV  
—cont.

be construed as if the words “the Company” were inserted instead of the words “the authority” wherever they occur and as if the reference to “the clerk of the authority” included a reference to the secretary of the Company.

(2) The confirming authority for the purposes of the said section 250 shall be the Minister.

As to exercise  
of powers by  
Board of Trade.

38. Anything required or authorised by or under this Act to be done by, to or before the Board of Trade may be done by, to or before the President of the Board of Trade, any Minister of State with duties concerning the affairs of the Board of Trade, any Secretary, Under-Secretary or Assistant Secretary of the Board of Trade or any person authorised in that behalf by the President.

Inquiries by  
Minister and  
Board of  
Trade.

c. 51.

39. The Minister and the Board of Trade may each cause to be held such inquiries as they may consider necessary in regard to the exercise of any powers or duties conferred or imposed upon them and the giving of any consent or approval or the making of any order or the confirmation of any byelaw under this Act and section 290 of the Local Government Act, 1933, shall apply to any such inquiry as if it were an inquiry held in pursuance of subsection (1) of that section and the Company were a local authority.

For protection  
of conservancy  
board.

40. For the protection of the conservancy board, the following provisions shall, unless otherwise agreed in writing between the Company and the conservancy board, apply and have effect:—

(1) In this section unless the context otherwise requires, “works” includes the works authorised by section 14 (Power to construct works), section 15 (Subsidiary works) and section 16 (Alteration and improvement of works) of this Act:

(2) Before commencing the construction of any part of the works which will be situate on the foreshore or bed of the river plans and sections showing the general mode of construction thereof shall be delivered by the Company to the conservancy board for their reasonable approval, and such works shall not be constructed otherwise than in accordance with such plans and sections as may be approved by the conservancy board, or as may be settled by arbitration, and all such works shall be executed to the reasonable satisfaction of the engineer of the conservancy board:

(3) All temporary structures in the river which may be necessary to enable the terminal to be constructed

shall be constructed to the reasonable satisfaction in all respects of the engineer of the conservancy board in accordance with plans and sections to be previously submitted to and approved by the conservancy board or settled by arbitration and so as not to interfere more than may be necessary with the navigation of, or the traffic on, the river, and after the purpose for which such temporary structures were constructed has been accomplished the Company shall, with all reasonable dispatch and in any event within fourteen days after the service of notice in writing from the conservancy board requiring it so to do, remove any such temporary structures or any materials for the same which may have been placed in the river by the Company, and on its failing so to do the conservancy board may remove the same, charging the Company with the reasonable expense of so doing, and the Company shall repay to the conservancy board all such expense:

- (4) The Company shall, before commencing any dredging in the river under the powers of this Act (other than maintenance dredging) deliver to the conservancy board for their reasonable approval plans and sections defining the nature, extent and manner of such dredging, and such dredging shall not be carried out otherwise than in accordance with such plans and sections and in such manner as may be approved by the board or as may be settled by arbitration.

For the purposes of this paragraph the expression "maintenance dredging" means dredging within such area and to such extent as are defined on plans and sections approved by the conservancy board pursuant to this paragraph for the purpose of or in connection with the construction of the terminal:

- (5) In the event of the conservancy board omitting to express their disapproval of any plans or sections within two months after the same shall have been delivered to them in pursuance of this section, they shall be deemed to have approved the same:
- (6) (a) If, during the construction of the terminal on the foreshore or bed of the river or of any temporary structures in connection therewith respectively or within five years after the completion of such works or after the removal of such temporary structures and in consequence of the construction or execution of such works or temporary structures, any accumulation of silt or other material shall be created in the river in the vicinity of such works which shall cause an impediment to the free navigation of the river, the Company, if so

PART IV  
—cont.

- requested by the conservancy board within the period of five years after such completion, shall remove such accumulation of silt or other material, and if it refuses or fails to do so the conservancy board may themselves cause the work to be done and may recover from the Company the reasonable cost thereof;
- (b) Should any such accumulation arise within the said period of five years and be removed in accordance with the provisions of sub-paragraph (a) of this paragraph, then any recurrence of such accumulation shall from time to time be removed as aforesaid during a period of ten years after the completion of the terminal or the removal of such temporary structures, as the case may be:
- (7) From and after the commencement of the construction of the works—
- (a) the Company shall (if the conservancy board so direct) provide and maintain on the works effective fog-signalling apparatus approved by the conservancy board and shall duly and properly work such apparatus in restricted visibility for the purpose of warning passing vessels of the existence of the works;
- (b) afford to the conservancy board all such reasonable facilities as they may request to place and maintain at their expense on the works any signals or other apparatus for the safety or benefit of navigation:
- (8) During the continuance of any dredging operations which the Company is authorised to execute in the course of the construction of the terminal, the Company shall, if required by the conservancy board, provide and maintain to their reasonable satisfaction such lighted mooring or other buoys at any deposit ground in the river which may be approved for the deposit of dredging from the site of the works, and take all such other steps as may be necessary to prevent danger to navigation:
- (9) The provisions of section 23 (Abatement of works abandoned or decayed) and section 24 (Survey of tidal works) of this Act shall, with the necessary modifications, apply to the conservancy board as if the conservancy board were named therein in addition to the Board of Trade and any expenses incurred by the conservancy board in pursuance of any of the said sections shall be a debt due to them from the Company and may be recoverable summarily as a civil debt where the amount recoverable does not exceed twenty pounds, or in any civil court:



Provided that in the event of any inconsistency between any requirement or order of the Board of Trade and of the conservancy board the Company shall be deemed to have complied with the provisions of those sections if it has complied with the requirement or order of the Board of Trade:

- (10) The Company shall allow at all reasonable times access both by water and by land to the conservancy board, their officers, servants, licensed pilots and vessels on, to and over any part of the works, both during and after the construction thereof, without payment or hindrance whilst in the execution of their duties:
- (11) (a) Notwithstanding anything contained in this Act, the Company shall not under the powers of this Act acquire any greater right or interest in those parts of the foreshore and bed of the river shown on the deposited plans and thereon numbered 112, 113, 119 and 120 than an easement or right of constructing, maintaining, renewing and using the terminal, which easement or right the conservancy board and the Crown Estate Commissioners are hereby empowered to grant;
- (b) The compensation for such easement or right shall be a rentcharge to be fixed (unless otherwise agreed with the conservancy board with the approval of the Crown Estate Commissioners) by arbitration under the provisions of the Lands Clauses Acts, and such grant shall be subject in other respects to the Humber Conservancy Act, 1868; c. lviii.
- (c) The conservancy board with the consent of the Crown Estate Commissioners are hereby empowered to sell or surrender the rentcharge mentioned in this paragraph:
- (12) The Company shall provide and maintain at the terminal for use in connection with the works such fire-fighting appliances and equipment, and such life-saving equipment, as the conservancy board may from time to time reasonably require or approve:
- (13) From and after the date when the terminal first comes into operation the Company shall provide and maintain on the works a self-registering tide gauge of a type approved by the conservancy board and the conservancy board shall have access to the gauge at all reasonable times and shall be entitled to copies of all records obtained therefrom:
- (14) Except as in this Act otherwise expressly provided, nothing in this Act shall prejudice or alter or be deemed to prejudice or alter any of the provisions of the Humber Conservancy Acts, 1852 to 1951, or any title of the

PART IV  
—cont.

conservancy board in, to or over any lands or foreshore held or acquired by them under the said Acts, or under any lease or agreement made under the powers thereof or confirmed thereby, or any other of the rights, powers, privileges or authorities of the conservancy board:

- (15) If there shall be any inconsistency between any plans or sections approved by the conservancy board or settled by arbitration under this section and the plans and sections approved by the Board of Trade under section 21 (Tidal works not to be executed without approval of Board of Trade) of this Act the works shall be executed in accordance with the plans and sections so approved by the Board of Trade:
- (16) Any difference arising between the Company and the conservancy board under this section (other than a difference as to the construction of this section) shall be settled by arbitration.

Petroleum  
spirit  
byelaws.  
c. 32.

41. The byelaws made from time to time by the conservancy board under section 7 of the Petroleum (Consolidation) Act, 1928, shall extend and apply and may be enforced within the limits of the terminal and the Company shall be under no duty to make byelaws under the said section 7 notwithstanding anything contained therein.

Saving for  
Trinity House.

42. Nothing in section 25 (Permanent lights on tidal works) or section 22 (Provision against danger to navigation) of this Act shall prejudice or derogate from any of the rights or privileges, or the jurisdiction or authority, of Trinity House.

For  
protection of  
river  
authority  
and Louth  
Drainage  
Board.

43. For the protection of the river authority and the Louth Drainage Board the following provisions shall unless otherwise agreed in writing between the Company and the river authority apply and have effect:—

(1) In this section—

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

“plans” includes drawings and specifications and in relation to Work No. 14—

(a) as regards its construction also includes a description of the method of carrying it out; and

(b) as regards a work of maintenance, repair or renewal means a description of the work only;

“ protective works ” means any temporary or permanent works or measures 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 works would have flowed through a watercourse;

“ the river ” means the river Humber;

“ the river authority ” in relation to a watercourse under the control of the Louth Drainage Board means that board;

“ sea defence work ” means so much of the sea defence wall as is for the time being under the jurisdiction of the river authority for the purpose of the Land Drainage Acts, 1930 and 1961, and the Water Resources Act, 1963, and includes the land lying c. 38. between the said wall and the level of high water;

“ specified work ” means any authorised work which will or may affect a sea defence work or watercourse under the control of the river authority and includes any work for the purposes of or in connection with such first-mentioned work carried out under section 15 (Subsidiary works) of this Act;

“ temporary works ” means any temporary structures which may be necessary to enable the authorised works to be constructed;

“ watercourse ” includes all rivers, streams, ditches, drains, cuts, culverts, dykes, sluices, sewers (other than sewers under the control of a local authority within the meaning of the Public Health Act, 1875), c. 55. and passages through which water flows, other than the river:

- (2) (a) Not less than twenty-eight days before commencing a specified work the Company shall submit plans of such work to the river authority for their reasonable approval and shall not commence the specified work until such plans have been approved by the river authority or in the case of difference until they have been settled by arbitration:

Provided that—

(i) where a work for the maintenance, renewal or alteration of Work No. 14 has to be carried out in an emergency the provisions of this paragraph relating to the submission of plans not less than twenty-eight days before commencing a specified work shall be

PART IV  
—cont.

deemed to have been complied with if a description of the work is submitted as soon as is reasonably practicable;

(ii) if the river authority do not within twenty-eight days after the 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 thereof;

(iii) if following the submission of plans both to the river authority under this subsection and to the conservancy board under the provisions of paragraph (2) of section 40 (For protection of conservancy board) of this Act either or both of those authorities disapprove such plans the plans shall not be deemed to be approved unless approved by both the authorities and in any arbitration proceedings which may take place as a result of the disapproval of one of the authorities the authority which is not a party to those proceedings shall be entitled to be heard in such proceedings and the plans (if any) as settled by such arbitration shall be deemed to have been approved by such authority whether or not it has been heard in the proceedings;

- (b) Not less than fourteen days before commencing any work of maintenance, repair or renewal of a specified work (other than a work of maintaining, repairing or renewing Work No. 14) the Company shall, except in the case of emergency, submit to the river 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 river authority may specify any protective works which in their opinion should be carried out or undertaken by the Company during the construction of the specified work and such of the works so specified as may be reasonably necessary for those purposes shall be constructed by the Company at its own expense and under the supervision (if given) and to the reasonable satisfaction of the river 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 river authority as aforesaid or settled by arbitration and shall be constructed to the reasonable satisfaction of the engineer of the river authority who shall be given reasonable notice of the date and time on and at which the work is to be commenced;

- (b) The Company shall at all reasonable times afford to the engineer of the river authority and his duly authorised representatives 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 fourteen days' notice in writing from the river 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 purposes of such construction:
- (5) If there shall be any inconsistency between any plans approved or deemed to be approved by the river authority or settled by arbitration under the provisions of this section and the plans approved by the Board of Trade under section 21 (Tidal works not to be executed without approval of Board of Trade) of this Act the specified work shall be constructed in accordance with the plans approved by the Board of Trade:
- (6) If by reason of—
- (a) the construction, maintenance, repair, alteration or renewal of any specified work;
  - (b) the failure of that work or of the Company to maintain it;
  - (c) any operations carried out by the Company under section 19 (Power to dredge) of this Act; or
  - (d) any vessel using the authorised works or proceeding thereto or departing therefrom;
- a sea defence work shall be breached or (as the case may be) a sea defence work or a watercourse shall at any time be injured or its efficiency as a sea defence work or watercourse is otherwise impaired, the river authority may fill in the breach or (as the case may be) make good such injury, and in either such a case restore it to a proper standard of efficiency as a sea defence work or watercourse (as the case may be) and recover the reasonable cost thereof (including a proper proportion of the overhead charges of the river authority) from the Company:
- (7) If the river authority have reasonable grounds for believing that damage to a sea defence work or watercourse is likely to take place or its efficiency as a sea defence work or watercourse is likely to be impaired in any of the circumstances mentioned in the last foregoing subsection, they may carry out such protective works as may be agreed between the river authority and the Company or as, in default of agreement, may be

PART IV  
—cont.

settled by arbitration and recover the reasonable cost thereof (including a proper proportion of the overhead charges of the river authority) from the Company:

- (8) Any additional expense which may be reasonably incurred by the river authority in maintaining any protective works which become part of the sea defence works or a watercourse shall on demand be repaid to the river authority by the Company:
- (9) (a) Where a specified work or any lands acquired by the Company under this Act abut upon a sea defence work or a watercourse the river authority and their officers, servants, workmen, contractors and agents together with any vehicles, plant or machinery shall be entitled at all reasonable times—
- (i) to enter upon the said specified work for the purpose of carrying out works thereon in connection with the sea defence work or watercourse; and
  - (ii) to enter upon the specified work or the said land for the purpose of obtaining access to the sea defence work or watercourse;
- (b) A specified work shall not be constructed so as to prevent access during construction along a sea defence work or a watercourse by the river authority and their officers, servants, workmen, contractors and agents together with such vehicles, plant and machinery as may be reasonably necessary:
- (10) If at any time after the construction of the authorised works the river authority raise the height of or otherwise strengthen or improve the sea defence works or a watercourse adjoining any specified work which is constructed on, in, over or under a sea defence work or watercourse the Company shall to the reasonable satisfaction of the river authority carry out such works (if any) in relation to the said specified work as are agreed with the river authority or in default of agreement settled by arbitration to be reasonably necessary to make it conform with the adjacent parts of the sea defence work or watercourse as so raised in height, strengthened or improved:

Provided that the cost reasonably incurred by the Company in carrying out such works (including a proper proportion of the overhead charges of the Company) shall be repaid by the river authority to the Company on demand:

(11) The Company shall indemnify and hold harmless the river authority from all claims, demands or expenses which may be made on or against them or which they may have to pay by reason or in consequence of any injury or damage which may be caused or result to a sea defence work or watercourse by or in consequence of the construction, maintenance, repair, alteration or renewal of an authorised work or any work for the purposes of or in connection with such first-mentioned work carried out under section 15 (Subsidiary works) of this Act or of the failure or want of repair thereof or any subsidence caused by the construction thereof or in consequence of any act or omission of the Company, its contractors, agents, workmen or servants whilst engaged upon an authorised work or any such other work as aforesaid:

Provided that the river authority shall give to the Company reasonable notice of any such claim or demand as aforesaid and no settlement or compromise thereof shall be made without the agreement of the Company:

(12) 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 river authority or to their 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:

(13) Any difference arising between the Company and the river authority under this section (other than a difference as to the construction of this section) shall be settled by arbitration.

44. For the protection of the undertakers the provisions of this section shall, unless otherwise agreed in writing between the Company and the undertakers, apply and have effect:—

(1) In this section unless the subject or context otherwise requires—

“adequate alternative apparatus” means alternative apparatus adequate to enable the undertakers to fulfil their statutory functions in a manner not less efficient than previously;

“apparatus” means—

(a) mains, pipes or other apparatus belonging to or maintained by the East Midlands Gas Board or the East Lincolnshire Water Board;

For protection of East Midlands Gas Board, Yorkshire Electricity Board and East Lincolnshire Water Board.

PART IV  
—cont.

c. 56.

(b) electric lines and works (as respectively defined in the Electric Lighting Act, 1882) belonging to or maintained by the Yorkshire Electricity Board;

(not being apparatus in respect of which the relations between the Company and the undertakers are regulated by the provisions of Part II of the Public Utilities Street Works Act, 1950), and includes any works constructed for the lodging therein of apparatus;

c. 39.

“ in ” in a context referring to apparatus includes under, over, across, along or upon;

c. 38.

“ operational land ” has the meaning assigned to that expression by section 221 of the Town and Country Planning Act, 1962;

“ position ” includes depth;

“ specified work ” means any work carried out or thing done under the powers of section 14 (Power to construct works), section 15 (Subsidiary works) or section 16 (Alteration and improvement of works) of this Act;

“ the undertakers ” means the East Midlands Gas Board, the Yorkshire Electricity Board, and the East Lincolnshire Water Board or any of them, as the case may be:

- (2) Notwithstanding anything in this Act or shown on the deposited plans, the Company shall not under the powers of this Act acquire any apparatus otherwise than by agreement:
- (3) The provisions of section 15 (Subsidiary works) of this Act, except subsection (6) thereof, shall not apply to any apparatus:
- (4) If the Company in the exercise of the powers of this Act acquires any interest in any land in which any apparatus is placed, that apparatus shall not be removed nor shall any right of the undertakers to use, maintain, repair, renew or inspect any apparatus in that land be extinguished until adequate alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the undertakers:
- (5) (a) The Company for the purpose of the construction of any specified work may require the undertakers to remove any apparatus and, if it does so, shall give to the undertakers written notice of such requirement with a plan and section of the proposed work and of the



proposed position of the alternative apparatus to be constructed so as to provide adequate alternative apparatus in lieu of the apparatus to be removed;

PART IV  
—cont.

- (b) If the Company requires the undertakers to remove any apparatus or if in consequence of the construction or carrying out of any specified work the undertakers shall reasonably require to remove any apparatus the Company shall, if practicable, afford to the undertakers the necessary facilities and rights for the construction of such adequate alternative apparatus in other lands of the Company and thereafter for the maintenance, repair, renewal and inspection of such apparatus:

Provided that if the alternative apparatus or any part thereof is to be constructed elsewhere than in other lands of the Company and the Company is unable to afford such facilities and rights as aforesaid in the lands in which the alternative apparatus or such part thereof is to be constructed the undertakers shall, on receipt of a written notice to that effect from the Company forthwith use their best endeavours to obtain the necessary facilities and rights:

- (6) (a) Any alternative apparatus to be constructed in lands of the Company in pursuance of paragraph (5) of this section shall be constructed in such manner and in such line or situation as may be agreed between the undertakers and the Company or, in default of agreement, settled by arbitration;
- (b) The undertakers shall, after the alternative apparatus to be constructed has been agreed or settled by arbitration as aforesaid and after the grant to the undertakers of any such facilities and rights as are referred to in paragraph (5) of this section, proceed with all reasonable dispatch to construct and bring into operation the alternative apparatus and thereafter to remove any apparatus required by the Company to be removed under the provisions of this section and, in default, the Company may remove the apparatus:
- (7) Notwithstanding anything in paragraph (6) of this section if the Company gives notice in writing to the undertakers that it desires itself to execute any part of so much of the work necessary in connection with the construction of the alternative apparatus or the removal of the apparatus required to be removed as will be situate in any lands of the Company such work, in lieu of being executed by the undertakers, shall be executed by the Company with

PART IV  
—cont.

all reasonable dispatch under the superintendence (if given) and to the reasonable satisfaction of the undertakers:

Provided that nothing in this paragraph shall authorise the Company to execute the actual placing, erection, installation, bedding, packing, removal, connection or disconnection of any apparatus or any filling around the apparatus (where the apparatus is laid in a trench) within twelve inches above the apparatus:

- (8) Where in accordance with the provisions of this section the Company affords to the undertakers facilities and rights for the construction, maintenance, repair, renewal and inspection in lands of the Company of alternative apparatus in substitution for apparatus to be removed as aforesaid those facilities and rights shall be granted upon such terms and conditions as may be agreed between the Company and the undertakers or, in default of agreement, determined by arbitration:

Provided that—

(a) in determining such terms and conditions as aforesaid in respect of alternative apparatus to be constructed across or through a specified work the arbitrator shall—

(i) give effect to all reasonable requirements of the Company for ensuring the safety and efficient operation of the specified work and for securing any subsequent alterations or adaptations of the alternative apparatus which may be required to prevent interference with any such work; and

(ii) so far as it may be reasonable and practicable to do so in the circumstances of the particular case, give effect to the terms and conditions (if any) applicable to the apparatus constructed through the lands of the Company for which the alternative apparatus is to be substituted;

(b) if the facilities and rights to be afforded by the Company in respect of any alternative apparatus and the terms and conditions subject to which the same are to be granted are in the opinion of the arbitrator less favourable on the whole to the undertakers than the facilities and rights enjoyed by them in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject the arbitrator shall make such provision for the payment of compensation by the

Company to the undertakers in respect thereof as shall appear to him to be reasonable having regard to all the circumstances of the particular case:

PART IV  
—cont.

- (9) (a) Not less than twenty-eight days before commencing to execute a specified work which is near to or is likely to affect any apparatus the removal of which has not been required by the Company under paragraph (5) of this section the Company shall submit to the undertakers a plan, section and description of the work to be executed;
- (b) Such work shall be executed only in accordance with the plan, section and description submitted as aforesaid and in accordance with such reasonable requirements as may be made by the undertakers for the alteration or otherwise for the protection of the apparatus or for securing access thereto and the undertakers shall be entitled by their officer to watch and inspect the execution of such work:

Provided that—

(i) if the undertakers within fourteen days after the submission to them of any such plan, section and description shall in consequence of the work proposed by the Company reasonably require the removal of any apparatus and give written notice to the Company of such requirement the foregoing provisions of this section shall apply and have effect as if the removal of such apparatus had been required by the Company under paragraph (5) thereof;

(ii) nothing in this sub-paragraph shall preclude the Company from submitting at any time or from time to time but in no case less than twenty-eight days before commencing the execution of any such work a new plan, section and description in lieu of the plan, section and description previously submitted and thereupon the provisions of this paragraph shall apply to, and in respect of, such new plan, section and description;

- (c) The Company shall not be required to comply with sub-paragraph (a) of this paragraph in a case of emergency but in such a case it shall give to the undertakers notice as soon as reasonably practicable and a plan, section and description of the work as soon as reasonably practicable thereafter and shall comply with sub-paragraph (b) of this paragraph so far as reasonably practicable in the circumstances:

PART IV  
—cont.

(10) If in consequence of the exercise of the powers of this Act the access to any apparatus is materially obstructed the Company shall provide an alternative means of access to such apparatus:

(11) The Company shall repay to the undertakers the reasonable expenses incurred by the undertakers in or in connection with—

(a) the removal and relaying or replacing, alteration or protection of any apparatus and the provision and construction of any new apparatus under the provisions of this section; and

(b) the subsequent alteration or adaptation of apparatus required under the provisions of subparagraph (i) of paragraph (a) of the proviso to paragraph (8) of this section;

and the reasonable costs of and incidental to—

(i) the cutting off of any apparatus from any other apparatus; and

(ii) any other work or thing rendered reasonably necessary in consequence of any such operations as are referred to in this paragraph:

c. 39.

Provided that subsections (3) and (4) of section 23 of the Public Utilities Street Works Act, 1950 (which imposes limitations on undertakers' rights to payment), shall, so far as applicable, extend and apply to any payment to be made by the Company under this paragraph as if the works hereinbefore in this paragraph mentioned were such undertakers' works as are referred to in the said subsection (3) and as if in that subsection for the words "specified as so necessary in a specification of the works settled under Part I of the Fourth Schedule to this Act or agreed so to be by the promoting authority" there were substituted the words "agreed or settled by arbitration under section 44 (For protection of East Midlands Gas Board, Yorkshire Electricity Board and East Lincolnshire Water Board) of the Crude Oil Terminals (Humber) Act 1965":

(12) (a) In the exercise of the powers of deepening, dredging, scouring, cleansing, altering and improving under section 19 (Power to dredge) of this Act the Company shall not interfere with, damage or injuriously affect any apparatus;

(b) Before exercising the said powers within a distance of fifty yards of any submarine apparatus the Company shall give in writing to the undertakers as long notice as possible and in any case not less than twenty-eight days' notice of its intention so to do:

(c) Any material dredged up or removed shall not be laid down or deposited in such a place or manner as to cover any apparatus or in any way obstruct or impede any work of, or connected with, the inspection or repair of such apparatus:

(13) If by reason or in consequence of the execution, user or failure of any specified work or subsidence resulting from any such work any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of such work) or property of the undertakers or any interruption in the supply of electricity or gas by the undertakers shall be caused the Company shall bear and pay the cost reasonably incurred by the undertakers in making good such damage, and shall—

(a) make reasonable compensation to the undertakers for any loss sustained by them; and

(b) indemnify the undertakers against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by the undertakers;

by reason or in consequence of any such damage or interruption:

Provided that the undertakers shall give to the Company reasonable notice of any such claim, demand or proceedings as aforesaid and no settlement or compromise thereof shall be made without the agreement of the Company:

(14) (a) Any difference which may arise between the Company and the undertakers under this section shall be referred to and determined by arbitration;

(b) In settling any difference under this section the arbitrator may if he thinks fit require the Company to execute any temporary or other works so as to avoid, so far as may be reasonably possible, interference with any purpose for which the apparatus is used.

45. In particular and without prejudice to the general law concerning the applicability of statutes to the Duchy of Lancaster nothing in this Act contained shall extend or operate to authorise the Company to take, use, enter upon or in any manner interfere with any land, soil, water or any manorial rights or any other rights of whatsoever description belonging to Her Majesty in right of Her Duchy of Lancaster without the consent in writing of the Chancellor for the time being of the said duchy first had and obtained (which consent may be given either unconditionally

Saving for  
Duchy of  
Lancaster.

PART IV  
—cont.

or subject to such conditions and upon such terms as the said Chancellor shall deem necessary or appropriate) or take away, prejudice or diminish any estate, right, privilege, power or authority vested in or enjoyed or exercisable by Her Majesty, Her Heirs and Successors in right of Her said duchy.

## Arbitration.

46. Where under this Act any question or dispute is to be referred to or determined by an arbitrator or arbitration then, unless other provision is made, the reference shall be to a single arbitrator to be agreed upon between the parties or, failing agreement, appointed by the President of the Institution of Civil Engineers on the application of any party to the dispute (after notice in writing to the others of them).

## Crown rights.

47. Nothing in this Act shall affect prejudicially any estate, right, power, privilege or exemption of the Crown and, in particular and without prejudice to the generality of the foregoing, nothing herein contained shall authorise 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 of 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.

Saving for  
town and  
country  
planning.  
c. 38.

48.—(1) Subject to the provisions of this section the provisions of the Town and Country Planning Act, 1962, and any restrictions or powers thereby imposed or conferred in relation to land shall apply and may be exercised in relation to any land notwithstanding that the development thereof is, or may be, authorised or regulated by or under this Act.

(2) The construction of Work No. 14 or of facilities for the storage of crude oil under the powers of this Act shall be deemed, for the purposes of Class XII of Schedule 1 to the Town and Country Planning General Development Order 1963, not to be development authorised by any local or private Act of Parliament.

Saving for  
Harbours Act  
1964.  
c. 40.

49. Nothing in this Act shall exempt the Company from the provisions of sections 9 and 10 of the Harbours Act, 1964, in relation to the works authorised by this Act.

## Costs of Act.

50. The costs, charges and expenses preliminary to, and of and incidental to, the applying for and the preparing, obtaining and passing of this Act shall be paid by the Company.

## SCHEDULE

### LANDS EXCEPTED FROM COMPULSORY ACQUISITION

Section 5.

The following lands delineated on the deposited plans:—

In the parish of Humberstone:

The lands numbered 121 to 129.

In the parish of Tetney:

The lands numbered 28 to 33, and so much of the lands numbered 25, 26 and 34 as lies to the north-west of a projection north-eastward of the southern boundary of the land numbered 28.

The lands numbered 35 to 52.

The lands numbered 69 to 74, and so much of the land numbered 87 as abuts thereon.

The land numbered 111.

In the parish of North Coates:

The lands numbered 92 and 116.



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# Crude Oil Terminals (Humber) Act 1965

CHAPTER xxviii

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