

ELIZABETH II



1966 CHAPTER xxxv

An Act to empower North Eastern Piers Limited to construct works and to acquire lands; and for other purposes. [12th August 1966]

WHEREAS North Eastern Piers Limited (hereinafter referred to as "the Company") are a company within the meaning of the Companies Act, 1948, and are a 1948 c. 38. company limited by shares:

And whereas Whitley Bay is the principal seaside resort of the counties of Northumberland and Durham with a resident population of 38,140 and a capacity for providing health and pleasure to hundreds of thousands of visitors during the summer season with Monkseaton, Cullercoats and Tynemouth as its immediate neighbours:

And whereas there is a substantial and increasing demand for sheltered entertainment which is essential to improve conditions and assist in expanding the holiday season in times of inclement weather and to encourage and retain the interest of visitors and of the tourist and holiday trade:

And whereas there are no such amenities between the Tweed and the Tees:

And whereas it is expedient and in the public interest that such facilities as aforesaid should be provided by means of a pleasure pier incorporating car parks, conference and concert halls, pavilions, theatres, ballrooms, bandstands, amusement arcades and shops to be sited, designed and equipped to meet the requirements of a modern seaside resort:

And whereas it is expedient that the Company should be authorised to use part of the bed and foreshore of the sea at Whitley Bay and to acquire lands by agreement:

And whereas it is expedient that the other provisions contained in this Act be enacted:

And whereas plans and sections showing the lines and levels of the works by this Act authorised such plans showing also the lands and foreshore which may be acquired or used under the powers in this Act and for the purpose of this Act 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 Northumberland and such plans and sections are respectively referred to in this Act as the deposited plans and sections:

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

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 Whitley Bay Pier Act 1966.
- Interpretation. 2.—(1) In this Act, unless the context otherwise requires, the following words and expressions have the several meanings hereby assigned to them respectively, that is to say:—
- “ the borough ” means the borough of Whitley Bay;
 - “ the Company ” means North Eastern Piers Limited;
 - “ the corporation ” means the mayor, aldermen and burgesses of the borough;
 - “ the council ” means the county council of the administrative county of Northumberland;
 - “ enactment ” includes an enactment in any local or private Act of Parliament and an order, rule, regulation, byelaw or scheme made under an Act of Parliament;

- “ the level of high water ” means the level of mean high-water springs;
- “ the limits of deviation ” means the limits of deviation shown on the deposited plans;
- “ 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 Trinity House ” means the Corporation of Trinity House of Deptford Strond;
- “ the undertaking ” means the undertaking of the Company in connection with the works, as from time to time authorised;
- “ the works ” means the work authorised by section 8 (Power to construct work) of this Act and any works constructed under section 9 (Subsidiary works) of this Act for or in connection with or subsidiary to any of those works and includes those works as extended, enlarged, altered, replaced or relaid under subsection (2) of the said section 8 and any works authorised by section 21 (Power to erect pavilions and other buildings) of this Act so far as such works are on, over or under tidal waters or tidal lands below the level of high water and “ work ” shall be construed accordingly.

(2) 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.

3. Sections 14, 15, 24, 28, 77, 78, 99, 100 and 102 of the Harbours, Docks and Piers Clauses Act, 1847, so far as applicable and not inconsistent with or varied by the provisions of this Act are hereby incorporated with and form part of this Act.

Incorporation
of Harbours
Clauses Act,
1847.
1847 c. 27.

PART II

LANDS

4.—(1) Subject to the provisions of this Act the Company may by agreement purchase, take on lease and use such of the lands shown on the deposited plans for the purposes of this Act as may be requisite for the purposes of the works and they may further by agreement purchase, take on lease and hold for the purposes of this Act any additional lands not exceeding in the whole two acres but nothing in this Act or in the Acts incorporated therewith shall exempt the Company from any indictment, action or other proceedings for nuisance in the event of any nuisance being caused or permitted by them on any such lands.

Power to
take lands
by agreement.

PART II
—cont.
1965 c. 56.

Power to
retain, sell,
etc., lands.

(2) For the purposes of the acquisition by the Company of land by agreement under the provisions of this section the provisions of Part I of the Compulsory Purchase Act 1965, so far as applicable, other than sections 4 to 8, 10 and 11, shall apply.

5.—(1) The Company may retain, hold and use for such time as they may think fit or may with the previous consent in writing of the corporation sell, let, lease, exchange or otherwise dispose of in such manner and for such consideration and on such terms and conditions as they may think fit and in case of sale either in consideration of the execution of works or of the payment of a gross sum or of an annual rent or of any payment in any other form any lands and premises or any interest therein vested in them as part of the undertaking or acquired by them under this Act which may not be required for the purposes thereof and may sell, exchange or dispose of any rents reserved on the sale, exchange, lease or other disposition of such lands and premises and may make, do and execute any deed, act or thing proper for effectuating any such sale, lease, exchange or other disposition and on any exchange may give or take any money for equality of exchange.

(2) Nothing in this section contained shall release the Company or any person purchasing or acquiring any lands from them under this section from any rents, covenants, restrictions, reservations, terms or conditions made payable by or contained in any conveyance, lease or other deed or instrument by which any such lands were or may hereafter be conveyed or leased to or otherwise acquired by the Company or any person from or through whom the Company may have derived or may hereafter derive title to the same but all such rents, covenants, restrictions, reservations, terms and conditions shall remain and be of as full force and effect and may be recovered, exercised, enjoyed and enforced in like manner and to the same extent as if this Act had not been passed.

Power to sell
or lease
undertaking.

6. At any time after the works have been completed the Company may (if authorised so to do by their memorandum and articles of association and subject to the powers and provisions thereof) sell or lease the undertaking and the purchaser or lessee (as the case may be) to the extent authorised by his conveyance or lease (as the case may be) shall have and may exercise all or any of the powers conferred upon the Company by this Act or which the Company have or might exercise under this Act and shall be subject to all the restrictions, liabilities and obligations to which the Company are subject and shall perform all the duties of the Company under this Act in respect of such undertaking:

Provided that the Company shall not exercise the powers of this section except with the previous consent in writing of and upon such terms, conditions and restrictions as may be approved by the

corporation, but such consent shall not be unreasonably withheld and any dispute whether such consent has been unreasonably withheld or whether any term, condition or restriction is reasonable shall be determined by the Minister of Transport:

PART II
—cont.

Provided further that no conveyance or lease entered into under this section shall have effect so as to release the purchaser or the lessee of the undertaking (as the case may be) from the restrictions, liabilities, obligations and duties imposed on the Company by this and the following sections of this Act:—

Section 15 (Tidal works not to be executed without approval of Board of Trade);

Section 16 (Provision against danger to navigation);

Section 17 (Abatement of works abandoned or decayed);

Section 18 (Survey of tidal works);

Section 19 (Permanent lights on tidal works);

Section 20 (Lights on tidal works during construction).

7. The Company and the corporation may enter into and carry into effect agreements for all or any of the following purposes, that is to say:—

for the purchase or lease of any part of the promenade within the limits of deviation delineated on the deposited plans;

for the opening or breaking up of any part of the said promenade;

for obtaining access to or doing any other thing necessary in connection with the works.

Power to
Company to
enter into
agreements
with Whitley
Bay
Corporation.

PART III

WORKS

8.—(1) Subject to the provisions of this Act the Company may make and maintain in the lines and situations and upon the lands delineated on the deposited plans and according to the levels shown on the deposited sections the work hereinafter described, that is to say:—

Power to
construct
work.

A pier of open construction commencing in the borough of Whitley Bay in the county of Northumberland at a point on the promenade opposite the centre of a road known as the Esplanade and extending thence in a northerly direction into and terminating in the bed of the sea at a distance 950 feet or thereabouts from the point of commencement.

(2) The Company may within the limits of deviation for the said work extend, enlarge, alter, replace or relay the same.

PART III
—cont.
Subsidiary
works.

9. Subject to the provisions of this Act the Company may within the limits of deviation from time to time erect, construct and maintain, whether temporarily or permanently, all such piles, caissons, cofferdams, passageways, landing stages, moorings, lights, buoys, tollhouses, gates, shelters, and other structures and other works and conveniences as may be requisite or expedient for the purposes of or in connection with the construction, maintenance and use of the work hereinbefore described:

1878 c. 76.

Provided that any electrical works erected, constructed or maintained under the provisions of this section shall be so erected, constructed, maintained and used as to prevent any interference with any telegraphic line (as defined by the Telegraph Act, 1878) belonging to or used by the Postmaster General or with telegraphic communication by means of any such line.

Power to
deviate.

10. Subject to the provisions of this Act in constructing the works the Company may deviate laterally from the lines thereof as shown on the deposited plans to any extent not exceeding the limits of deviation shown on those plans and they may deviate vertically from the levels of the said works as shown on the deposited sections to any extent not exceeding 10 feet upwards and to any extent downwards.

As to
commence-
ment of
works.

11.—(1) The Company shall not commence the construction of the works until such highway improvements to provide reasonably adequate access to the works have been carried out and such arrangements for providing adequate car parking facilities in connection with the works have been made to the reasonable satisfaction of the council and the corporation.

(2) Any question or dispute arising under this section shall be determined by the Minister of Transport.

Works to be
in borough
of Whitley
Bay.

12. The works shall be deemed to be for all purposes within the borough of Whitley Bay and the petty sessional division of East Castle Ward.

Penalty for
obstructing
works.

13. Any person who wilfully obstructs any person acting under the authority of the Company in setting out the lines of the works or who pulls up or removes any poles or stakes driven into the ground for the purpose of such setting out shall be guilty of an offence and shall for every such offence be liable on summary conviction to a fine not exceeding five pounds and shall in addition be liable to repay to the Company any expenses incurred by them in making good such damage.

Period for
completion
of work.

14. If the work authorised by section 8 (Power to construct work) of this Act is not completed before 1st January, 1972, then on that day the powers by this Act granted to the Company for making and completing such work shall cease, except as to so much thereof as is then completed.

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

PART III
—cont.

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

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

(a) the Board of Trade may by notice in writing require the Company at their 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 they have failed to comply with the requirements of the notice, the Board of Trade may execute the works specified in the notice; or

(b) if it appears to the Board of Trade 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 of Trade in so doing shall be recoverable from the Company as a simple contract debt.

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

Provision against danger to navigation.

(2) If the Company fail to notify the Trinity House as required by this section or to comply in any respect with a direction given under this section they shall be liable on summary conviction to a fine not exceeding one hundred pounds and on conviction on indictment to a fine.

17.—(1) Where a tidal work is abandoned, or suffered to fall into decay, the Board of Trade or the corporation may by notice in writing require the Company at their 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 of Trade or the corporation think proper.

Abatement of works abandoned or decayed.

(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

PART III
—cont.

or other public rights over the foreshore, the Board of Trade or the corporation, 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 they have failed to comply with the requirements of the notice the Board of Trade or the corporation may execute the works specified in the notice and any expenditure incurred by them in so doing shall—

(a) in the case of works executed by the Board of Trade be recoverable from the Company as a simple contract debt;

(b) in the case of works executed by the corporation, be a debt due from the Company to the corporation and shall be recoverable by the corporation in any court of competent jurisdiction.

(4) The powers conferred by this section shall be exercisable by the corporation in relation to any works situate above the level of high water as if that work were situate on, under or over tidal lands below the level of high water.

Survey of
tidal works.

18. 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.

Permanent
lights on
tidal works.

19.—(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 Trinity House shall from time to time direct.

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

Lights on
tidal works
during
construction.

20.—(1) The Company shall at or near a tidal work during the whole time of the construction, extension, enlargement, alteration, replacement or relaying 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.

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

PART IV

MISCELLANEOUS

21. The Company may construct and maintain on the pier and may furnish and equip car parks, conference and concert halls, pavilions, theatres, ballrooms, bandstands, amusement arcades, bowling alleys, fishing platforms, mooring and landing places, saloons, waiting, refreshment, reading and other rooms, automatic machines, bicycle stands, shops, bazaars, kiosks, chalets, aquaria, lavatories, baths and sanitary and other conveniences, and they may also construct under the pier head and maintain floating swimming baths and may make such reasonable charges as they may determine for the use of such conveniences and for admission to such buildings or places as aforesaid.

Power to erect pavilions and other buildings.

22. Subject to the provisions of this Act, the Company may, from time to time, deepen, dredge, scour, cleanse, alter and improve the foreshore and bed of the sea adjoining or near to the works for the purpose of constructing, maintaining, safeguarding and preserving the amenities of the works and may use, appropriate or dispose of the materials from time to time dredged by them:

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 approved or prescribed by the Board of Trade.

23.—(1) The Company may from time to time make, alter and repeal such byelaws as they think fit for all or any of the following purposes, that is to say:—

Power to Company to make byelaws.

for the management, control and regulation of any moorings or landing places provided by the Company or otherwise forming part of or in the vicinity of the works and for determining the types and number of vessels which may use the same;

for regulating the navigation of vessels in the vicinity of the works;

for regulating the conduct of persons in any such vessel.

(2) No byelaw made under this section shall have effect above mean low-water springs or beyond a distance of 100 yards measured from any part of the works.

(3) No byelaw made under this section shall apply to any vessel belonging to or any officer of the Trinity House while engaged in carrying out his duties as such an officer.

(4) Subsections (2) to (7) of section 250 and sections 251 and 252 of the Local Government Act, 1933, shall apply to any byelaws made by the Company under subsection (1) of this section as if they were a local authority and the secretary of the Company

1933 c. 51.

PART IV
—cont.

were the clerk of the local authority, 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.

(5) The confirming authority for the purposes of the said section 250 shall be the Board of Trade.

(6) The Company shall—

(a) not less than one month before making any byelaws furnish the council and the corporation with a draft of the proposed byelaws; and

(b) when applying to the Board of Trade for confirmation of byelaws furnish the Board of Trade with a copy of any representations made to the Company in writing by the council or the corporation and a statement showing the effect (if any) given to any such representations.

(7) For the purposes of this section “vessel” includes any ship, boat, raft or craft of every class or description, howsoever navigated or propelled, a vehicle designed to be supported on a cushion of air and a seaplane on the surface of the water.

For protection
of Whitley
Bay
Corporation.

24.—(1) (a) Before commencing to exercise the powers conferred on them by Part III (Works) of this Act the Company shall give to the corporation not less than two months’ notice of their intention to commence the exercise of those powers together with such documents and information as may be requisite to enable the corporation to assess the probable cost of the works and the financial resources which are and will be available to the Company for the purpose of the works.

(b) If within the said period of two months the corporation give to the Company counter-notice stating that the corporation are not satisfied that the Company have and will have adequate financial resources to secure the completion of the whole of the works in one continuous operation and to satisfactory standards the Company shall not commence to exercise the powers conferred by the said Part III until the corporation have certified that they are satisfied as to the said matters.

(2) Notwithstanding anything in section 9 (Subsidiary works) of this Act the Company shall not within the limits of deviation, without the consent of the corporation (which consent shall not unreasonably be withheld), execute, place or keep any permanent work, apparatus or thing.

(3) The Company shall at all reasonable times afford to the corporation and to all persons duly authorised by them access to any part of the works—

(a) during the construction of the works, for the purpose of inspection; and

(b) after the completion of the construction of the works for the purpose of ascertaining whether such of the

provisions of this Part of this Act as apply and have effect for the protection of the corporation are being complied with.

PART IV
—cont.

(4) The Company shall be responsible for and make good to the corporation all costs, charges, damages and expenses which may be occasioned to the corporation by—

- (a) the construction or any failure of any work;
- (b) any subsidence caused by the construction of any work;
or
- (c) any act or omission of the Company, their contractors, agents, workmen or servants whilst engaged upon the works;

and the Company shall effectually indemnify the corporation against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by the corporation by reason of such construction, failure, subsidence, act or omission as is referred to in paragraphs (a), (b) and (c) of this subsection:

Provided that—

- (i) nothing in this subsection shall impose any liability on the Company with respect to any costs, charges, damages and expenses which may be attributable to the act, neglect or default of the corporation or their contractors or workmen;
- (ii) the corporation shall give to the Company reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of the Company.

(5) (a) The Company shall provide and place in suitable positions a reasonably sufficient number of receptacles for litter and of notices drawing the attention of the public to the importance of abating the defacement by litter of the foreshore and of the danger of dropping things on to the foreshore, the promenade or the beach or into the sea.

(b) The Company shall take all reasonable steps to ensure that their employees and the employees of their contractors, agents and tenants do not throw down, discharge, drop or deposit from or on any part of the works any thing so as to cause, contribute to, or tend to or lead to, the defacement by litter of the foreshore, the promenade, the beach or the sea or so as to be a danger or a nuisance to members of the public thereon or therein.

(6) The Company shall not discharge or permit to be discharged on to the foreshore or into the sea any sewage or trade effluent.

25.—(1) (a) Before commencing any work the Company shall (except in case of emergency) furnish to the corporation plans ^{Plans of} _{works.}

PART IV
—cont.

thereof for their reasonable approval and the corporation may either disapprove the plans or may give approval thereto either with or without conditions.

(b) The Company shall not commence any work until the plans so required to be submitted to the corporation have been approved in writing by the corporation or, if the corporation shall disapprove the plans or approve the plans subject to any condition that is unacceptable to the Company, until the same shall have been settled by arbitration and in approving the plans the corporation shall be deemed to have given their consent under subsection (2) of section 24 (For protection of Whitley Bay Corporation) of this Act to any permanent work, apparatus or thing shown thereon.

(2) If the corporation do not within two months of the submission to them of any plans pursuant to subsection (1) of this section intimate to the Company their approval (either with or without conditions) or disapproval thereof they shall be deemed to have approved of the same unconditionally.

(3) A work shall not be constructed otherwise than in accordance with such plans (with or without conditions) as may be approved or deemed to be approved by the corporation as aforesaid or settled by arbitration and shall be constructed to the reasonable satisfaction of the corporation who shall be given reasonable notice of the date and time on and at which the work is to be commenced.

(4) If there shall be any inconsistency between any plans approved or deemed to be approved by the corporation or settled by arbitration under the provisions of this section and the plans approved by the Board of Trade under section 15 (Tidal works not to be executed without approval of Board of Trade) of this Act, the work shall be constructed in accordance with the plans approved by the Board of Trade.

(5) In this section—

“plans” means plans, elevations, sections, drawings, particulars (distinguishing between permanent and temporary works) and specifications.

For further protection of Whitley Bay Corporation.

26.—(1) If at any time after the completion of the works there is an accumulation or erosion of sand and shingle on or from any part of the foreshore between Curry Point and the southern end of the Southern Lower Promenade (hereinafter in this subsection referred to as “the protected land”) and it is agreed between the corporation and the Company or, in default of agreement, determined by arbitration that—

(a) such accumulation or erosion is wholly or partly attributable to a prescribed cause; and

(b) it is harmful to the amenities, or likely to endanger the stability of the beach or of the promenade;

PART IV
—cont.

the Company shall, if so required by the corporation by notice—

- (i) in the case of accumulation, remove or redistribute the whole or so much of the sand and shingle which has so accumulated as may have been agreed or determined by arbitration to have accumulated as a result of a prescribed cause in such manner and to such extent as may be reasonably required by the corporation;
- (ii) in the case of erosion, replace the whole or so much of the sand and shingle which has been so eroded as may have been agreed or determined by arbitration to have been eroded as a result of a prescribed cause in such manner and to such extent as may be reasonably required by the corporation, and shall take such reasonable steps to prevent or minimise the continuance or recurrence of such erosion as may be agreed or, in default of agreement, determined by arbitration and any sand and shingle which has accumulated elsewhere on the beach as a result of a prescribed cause may be used by the Company to replace sand and shingle which has been so eroded but, if the quantity is insufficient, the balance shall be obtained from some other source;

and if the Company fail to comply with any of their obligations under this subsection within such reasonable time as may be prescribed by the corporation, the corporation may carry out the necessary work and the amount of any expense so incurred shall be borne by the Company:

Provided that if there has been an accumulation or erosion of sand and shingle on any protected land and the corporation are of the opinion that the conditions thereby created are such as to require immediate action, then, notwithstanding the foregoing provisions of this subsection, they may on giving notice to the Company carry out the necessary work and the amount of any expense reasonably incurred by the corporation in taking any such action shall, to the extent to which it is subsequently agreed between the Company and the corporation, or in default of agreement determined by arbitration, to have been incurred in relation to an accumulation or erosion which was attributable to a prescribed cause and harmful to the amenities, or likely to endanger the stability of the beach or of the promenade, be borne by the Company.

In this subsection “a prescribed cause” means the existence of the works or the exercise by the Company of the powers of section 22 (Power to dredge) of this Act.

PART IV
—cont.

(2) The Company shall provide all such facilities as may be requisite for the purpose of enabling the corporation to carry out any works which they are authorised to carry out under the provisions of the foregoing subsection and the amount of any expenses incurred by the corporation in carrying out any works which under the provisions of that subsection are to be borne by the Company shall be a debt due to the corporation from the Company and shall be recoverable by the corporation in any court of competent jurisdiction.

(3) The Company shall not exercise the powers of section 22 (Power to dredge) of this Act otherwise than at such times and in accordance with such terms and conditions as may be agreed between the Company and the corporation or, in default of agreement, as may be determined by arbitration.

Inquiries.

27. The Board of Trade may 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.

1933 c. 51.

As to exercise
of powers by
Board of
Trade:

28. 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.

Arbitration.

29. Where under this Act any difference (other than a difference as to the construction thereof or a difference to which the Lands Clauses Acts apply) is to be referred to or settled by arbitration, then, unless otherwise provided, such difference shall be referred to and settled by a single arbitrator to be agreed between the parties or, failing agreement, to be appointed on the application of either party (after notice in writing to the other) by the President of the Institution of Civil Engineers.

Crown rights.

30. 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.

PART IV
—cont.

31.—(1) 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.

Saving for town and country planning. 1962 c. 38.

(2) Any extension, enlargement or alteration of the work authorised by section 8 (Power to construct work) of this Act and any development authorised by section 21 (Power to erect pavilions and other buildings) of this Act shall not be deemed for the purposes of the Town and Country Planning General Development Order 1963 to be development authorised by an Act which designates specifically both the nature of the development and the land upon which it may be carried out.

32. 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.

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CHAPTER xxxv

ARRANGEMENT OF SECTIONS

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WORKS

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20. Lights on tidal works during construction.

PART IV

MISCELLANEOUS

21. Power to erect pavilions and other buildings.
22. Power to dredge.
23. Power to Company to make byelaws.
24. For protection of Whitley Bay Corporation.
25. Plans of works.
26. For further protection of Whitley Bay Corporation.
27. Inquiries.
28. As to exercise of powers by Board of Trade.
29. Arbitration.
30. Crown rights.
31. Saving for town and country planning.
32. Costs of Act.