

SCHEDULES

SCHEDULE 7

PROTECTIVE PROVISIONS

PART IV

PROTECTION OF DOVER HARBOUR BOARD

- 1 The following provisions of this Part of this Schedule shall, unless otherwise agreed in writing between the Concessionaires and the Dover Harbour Board (in this Part referred to as "the Harbour Board"), have effect for the protection of the Harbour Board.
- 2 In this Part of this Schedule—
 - "plans" includes sections, drawings and specifications;
 - "the Harbour Board's shore" means that part of the shore above mean low water springs which is vested in the Harbour Board;
 - "the protected beach" means that part of the Harbour Board's shore which lies within 100 metres westward of the Admiralty Pier;
 - "the specified works" means Work No. 7 and any other works authorised by this Act which are on the surface of lands below the level of mean high water springs and within one international nautical mile from the seaward limits of Dover Harbour.
- 3 The Concessionaires shall consult the Harbour Board as to the methods and timetable for the construction of any of the specified works or the carrying out of operations relating thereto so as to avoid so far as practicable any interference with navigation in Dover Harbour or in the approaches thereto and any damage to the Harbour Board's shore or to any works forming part of the Harbour Board's undertaking.
- 4
 - (1) Before commencing to construct any of the specified works the Concessionaires shall submit to the Harbour Board for their reasonable approval proper and sufficient plans of that work and such work shall not be constructed otherwise than in accordance with such plans as may be reasonably approved in writing by the principal engineer of the Harbour Board and subject to such conditions as he may reasonably require so as to avoid so far as practicable any interference with navigation in Dover Harbour or in the approaches thereto and any damage to the works forming part of the Harbour Board's undertaking, or in accordance with such plans and subject to such conditions as may be determined under paragraph 10 below.
 - (2) In the event of the principal engineer of the Harbour Board failing to express his disapproval of any plans within one month after such plans have been delivered to the Harbour Board in pursuance of this paragraph, he shall be deemed to have approved the plans as submitted.

Status: This is the original version (as it was originally enacted).

- 5 (1) If there shall be any inconsistency between the plans of any tidal work approved under paragraph 4 above and the plans approved by the Secretary of State under paragraph 2 of Part III of this Schedule, or between any conditions required under paragraph 4 above and any conditions or restrictions imposed by the Secretary of State under the said paragraph 2, the inconsistency shall be referred to the Secretary of State by the Concessionaires after not less than 14 days' notice to the Harbour Board, and the work shall be constructed in accordance with the plans, and subject to the conditions and restrictions, then determined by the Secretary of State.
- (2) A determination by the Secretary of State under sub-paragraph (1) above shall be made in accordance with the said paragraph 2 and shall have effect as if it were an approval of plans and sections, subject to conditions and restrictions (if any) imposed, under that paragraph.
- 6 The Concessionaires shall compensate the Harbour Board for any damage to any work forming part of the Harbour Board's undertaking or to Dover Harbour or its approaches caused by or arising in consequence of the construction or maintenance of any of the specified works or of the failure or want of repair thereof or in consequence of any act or omission of the Concessionaires, their contractors, agents, workmen or servants whilst engaged upon a specified work and shall indemnify the Harbour Board 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 such damage:
- Provided that the Harbour Board shall give to the Concessionaires reasonable notice of any such claim or demand as aforesaid and no settlement or compromise thereof shall be made without the agreement of the Concessionaires.
- 7 If at any time any damage or diminution shall occur to the protected beach and such damage or diminution shall be caused wholly or substantially by the construction of the specified works, the Concessionaires shall make good or cause to be made good such damage or diminution to the reasonable satisfaction of the principal engineer of the Harbour Board.
- 8 The fact that any act or thing may have been done in accordance with plans approved by the principal engineer of the Harbour Board, or in accordance with a requirement made by him, or under his supervision, shall not (if it was not attributable to the act, neglect or default of the Harbour Board, or of any person in their employ, or of their contractors or agents) excuse the Concessionaires from any liability under this Part of this Schedule.
- 9 Except in connection with the arrangements for the deposit of spoil approved under paragraph 5 of Schedule 3 to this Act and without prejudice to any other obligations and liabilities of the Concessionaires under this Part of this Schedule, the Concessionaires shall not deposit spoil anywhere below the level of mean high water springs within one international nautical mile of the seaward limits of Dover Harbour.
- 10 Any difference arising between the Concessionaires and the Harbour Board under this Part of this Schedule shall be determined by the Secretary of State or, at his option, by an arbitrator to be appointed by him, and the costs of final determination shall be in the discretion of the Secretary of State or of the arbitrator, as the case may be.