

## SCHEDULES

### SCHEDULE 1

Article 2(1)

#### SCHEDULED WORKS

##### Commencement Information

**II** Sch. 1 in force at 2.1.2018, see [art. 1](#)

##### **In the Borough of Boston, Lincolnshire**

**Work No.1** — A barrier, with a rising sector gate, across the Haven, at a location situated approximately 100 metres eastwards of the Black Sluice Complex, including reclamation on the left bank of the Haven, the removal of the existing loading jetty on the right bank of the Haven and providing a channel width of 25 metres. Work No.1 includes scour protection and flood defence walls linking to other flood defences, the installation of perimeter fencing and other structures.

**Work No.2** — A building for control and associated purposes in relation to Work No.1, at a location situated on the left bank of the Haven adjacent to the barrier which forms part of Work No.1. Work No.2 includes the construction of hardstanding areas for storage, use by heavy goods vehicles, parking, a crane pad and the installation of perimeter fencing.

**Work No.3A** — A replacement gate across the existing entrance to the Wet Dock, at a location situated 170 metres westwards of Maud Foster Sluice, providing a channel width when open of not less than 18 metres together with an associated structure for control of the replacement gate.

**Work No.3B** — Works to widen the river channel within the existing entrance to the Wet Dock.

**Work No.3C** — Works to widen the river channel within the existing entrance to the Wet Dock.

**Work No.4A** — Flood defence walls along the left bank of the Haven including a sheet piled wall along the existing quay frontage, 360 metres in length, together with a concrete/sheet piled flood wall 610 metres in length, commencing at the termination point of Work No.1 and terminating at the Wet Dock. Work No.4A includes the construction of vehicular access gates, each with an opening width of between 6 and 10 metres, and scour protection.

**Work No.4B** — Flood defence walls along the left bank of the Haven including a concrete flood wall, 180 metres in length, commencing at the Wet Dock and terminating at Maud Foster Sluice. Work No.4B includes the construction of vehicular access gates, each with an opening width of between 6 and 10 metres.

**Work No.5A** — Flood defence walls along the right bank of the Haven including a sheet piled wall with concrete capping beam along the existing embankment, 110 metres in length, commencing at the Black Sluice Complex and terminating at the commencement point of Work No.1.

**Work No.5B** — Flood defence walls along the right bank of the Haven including a sheet piled wall with concrete capping beam along the existing embankment, 430 metres in length, commencing at the termination point of Work No.1 and terminating at TF 3324 4291. Work No.5B includes scour protection and includes the incorporation of an existing surface water discharge pipe.

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**Work No.6** — Upgrading of an existing road within the Port of Boston, 650 metres in length, commencing at the existing entrance to the Port of Boston which lies adjacent to St John’s Road and terminating at Work No.2.

**Work No.7** — 3no. (11kv) electricity cables (185 metres in length), being a 200 metres diversion of 3no. existing (11kv) electricity cables, commencing at TF 3283 4275 and terminating at the junction of Wyberton Low Road with London Road.

**Work No.8** — Replacement of and extension to an existing grain tower and conveyor system (ship loading facility) at a location adjacent to Work No.4A.

SCHEDULE 2

Article 12

STREETS TO BE TEMPORARILY STOPPED UP

<b>Commencement Information</b>		
<b>I2</b> Sch. 2 in force at 2.1.2018, see <a href="#">art. 1</a>		

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street to be temporarily stopped up</i>	<i>(3)</i> <i>Extent of temporary stopping up</i>
Borough of Boston, Lincolnshire	Public Footpath Bost/14/1	Footpath stopped up to all traffic between the points marked ‘A’ and ‘B’ on the public rights of way plan
	Public Footpath Bost/14/2	Footpath stopped up to all traffic between the points marked ‘B’ and ‘C’ on the public rights of way plan
	Public Footpath Bost/14/12	Footpath stopped up to all traffic between the points marked ‘B’ and ‘C’ on the public rights of way plan
	Wyberton Low Road (in part)	Street stopped up to vehicular traffic only (other than a section of highway, separated from the footway, of a width not less than 2 metres which shall be retained at all times for use by cyclists) between the points marked ‘D’ and ‘E’ on the public rights of way plan

## SCHEDULE 3

Article 34

### MODIFICATION OF COMPENSATION AND COMPULSORY PURCHASE ENACTMENTS FOR CREATION OF NEW RIGHTS

#### *Compensation enactments*

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land apply, with the necessary modifications as respects compensation, in the case of a compulsory acquisition under this Order of a right by the creation of a new right as they apply as respects compensation on the compulsory purchase of land and interests in land.

#### **Commencement Information**

**I3** Sch. 3 para. 1 in force at 2.1.2018, see [art. 1](#)

2.—(1) Without limitation on the scope of paragraph 1, the Land Compensation Act 1973<sup>(1)</sup> has effect subject to the modifications set out in sub-paragraph (2).

(2) In section 44 (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 (measure of compensation in case of severance) of the 1965 Act as substituted by paragraph 4—

- (a) in subsection (1), for the words “land is acquired or taken” substitute “a right over land is purchased”; and
- (b) in subsection (1), for the words “acquired or taken from him” substitute “over which the right is exercisable”.

#### **Commencement Information**

**I4** Sch. 3 para. 2 in force at 2.1.2018, see [art. 1](#)

3.—(1) Without limitation on the scope of paragraph 1, the 1961 Act has effect subject to the modification set out in sub-paragraph (2).

(2) For section 5A(5A) (relevant valuation date) of the 1961 Act, after “if” substitute—

- “(a) the acquiring authority enters on land for the purpose of exercising a right in pursuance of a notice of entry under section 11(1) of the 1965 Act;
- (b) the acquiring authority is subsequently required by a determination under paragraph 13 of Schedule 2A to the 1965 Act (as substituted by paragraph 10 of Schedule 3 to the Boston Barrier Order 2017) to acquire an interest in the land; and
- (c) the acquiring authority enters on and takes possession of that land, the authority is deemed for the purposes of subsection (3)(a) to have entered on that land where it entered on that land for the purpose of exercising that right.”

#### **Commencement Information**

**I5** Sch. 3 para. 3 in force at 2.1.2018, see [art. 1](#)

(1) 1973 c. 26.

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4.—(1) The 1965 Act has effect with the modifications necessary to make it apply to the compulsory acquisition under this Order of a right by the creation of a new right as it applies to the compulsory acquisition under this Order of land, so that, in appropriate contexts, references in that Act to land are to be read (according to the requirements of the particular context) as referring to, or as including references to—

- (a) the right acquired or to be acquired; or
- (b) the land over which the right is or is to be exercisable.

(2) Without limitation on the scope of sub-paragraph (1), Part 1 (compulsory purchase under Acquisition of Land Act of 1946) of the 1965 Act applies in relation to the compulsory acquisition under this Order of a right by the creation of a new right with the modifications specified in the following provisions of this Schedule.

#### Commencement Information

**I6** Sch. 3 para. 4 in force at 2.1.2018, see [art. 1](#)

5. For section 7 (measure of compensation in case of severance) of the 1965 Act, substitute—

“7. In assessing the compensation to be paid by the acquiring authority under this Act regard must be had not only to the extent (if any) to which the value of the land over which the right is to be acquired is depreciated by the acquisition of the right but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act.”.

#### Commencement Information

**I7** Sch. 3 para. 5 in force at 2.1.2018, see [art. 1](#)

6. The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

- (a) section 9(4) (failure by owners to convey);
- (b) paragraph 10(3) of Schedule 1 (owners under incapacity);
- (c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and
- (d) paragraph 2(3) and 7(2) of Schedule 4 (common land),

are modified so as to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired is vested absolutely in the acquiring authority.

#### Commencement Information

**I8** Sch. 3 para. 6 in force at 2.1.2018, see [art. 1](#)

7. Section 11 (powers of entry)(2) of the 1965 Act is modified so as to secure that, as from the date on which the acquiring authority has served notice to treat in respect of any right, it has power,

(2) Section 11 was amended by section 34(1) of, and Schedule 4 to, the Acquisition of Land Act 1981 (c.67), section 3 of, and Part 1 of Schedule 1 to, the Housing (Consequential Provisions) Act 1985 (c. 71), section 14 of, and paragraph 12(1) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006(No. 1) and S.I 2009/1307.

exercisable in the like circumstances and subject to the like conditions, to enter for the purpose of exercising that right (which is to be deemed for this purpose to have been created on the date of service of the notice); and sections 12(3) (penalty for unauthorised entry) and 13(4) (entry on warrant in the event of obstruction) of the 1965 Act are modified correspondingly.

**Commencement Information**

**I9** Sch. 3 para. 7 in force at 2.1.2018, see [art. 1](#)

**8.** Section 20(5) (protection for interests of tenants at will etc.) of the 1965 Act applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right in question.

**Commencement Information**

**I10** Sch. 3 para. 8 in force at 2.1.2018, see [art. 1](#)

**9.** Section 22 (interests omitted from purchase) of the 1965 Act is modified so as to enable the acquiring authority, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired, subject to compliance with that section as respects compensation.

**Commencement Information**

**I11** Sch. 3 para. 9 in force at 2.1.2018, see [art. 1](#)

**10.** For Schedule 2A of the 1965 Act substitute—

“SCHEDULE 2A

COUNTER-NOTICE REQUIRING PURCHASE OF LAND

*Introduction*

**1.** This Schedule applies where an acquiring authority serves a notice to treat in respect of a right over, or restrictive covenant affecting, the whole or part of a house, building or factory and has not executed a general vesting declaration under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981(6) as applied by article 33 (application of the Compulsory Purchase (Vesting Declarations) Act 1981) in respect of the land to which the notice to treat relates.

**2.** In this Schedule, “house” includes any park or garden belonging to a house.

(3) Section 12 was amended by section 56(2) of, and Part 1 of Schedule 9 to, the Courts Act 1971 (c. 23).

(4) Section 13 was amended by sections 62(3), 139(4) to (9) and 146 of, and paragraphs 27 and 28 of Schedule 13 and Part 3 of Schedule 23 to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).

(5) Section 20 was amended by paragraph 4 of Schedule 15 to the Planning and Compensation Act 1991 and S.I. 2009/1307.

(6) 1981 c. 66, as amended by Part 7 of the Housing and Planning Act 2016 (c. 22).

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### *Counter-notice requiring purchase of land*

**3.** A person who is able to sell the house, building or factory (“the owner”) may serve a counter-notice requiring the acquiring authority to purchase the owner’s interest in the house, building or factory.

**4.** A counter-notice under paragraph 3 must be served within the period of 28 days beginning with the day on which the notice to treat was served.

### *Response to counter-notice*

**5.** On receiving a counter-notice, the acquiring authority must decide whether to—

- (a) withdraw the notice to treat,
- (b) accept the counter-notice, or
- (c) refer the counter-notice to the Upper Tribunal.

**6.** The acquiring authority must serve notice of their decision on the owner within the period of 3 months beginning with the day on which the counter-notice is served (“the decision period”).

**7.** If the acquiring authority decides to refer the counter-notice to the Upper Tribunal it must do so within the decision period.

**8.** If the acquiring authority does not serve notice of a decision within the decision period it is to be treated as if it had served notice of a decision to withdraw the notice to treat at the end of that period.

**9.** If the acquiring authority serves notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner’s interest in the house, building or factory.

### *Determination by Upper Tribunal*

**10.** On a referral under paragraph 7, the Upper Tribunal must determine whether the acquisition of the right or the imposition of the restrictive covenant would—

- (a) in the case of a house, building or factory, cause material detriment to the house, building or factory, or
- (b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.

**11.** In making its determination, the Upper Tribunal must take into account—

- (a) the effect of the acquisition of the right or the imposition of the covenant,
- (b) the use to be made of the right or covenant proposed to be acquired or imposed, and
- (c) if the right or covenant is proposed to be acquired or imposed for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.

**12.** If the Upper Tribunal determines that the acquisition of the right or the imposition of the covenant would have either of the consequences described in paragraph 10, it must determine how much of the house, building or factory the acquiring authority ought to be required to take.

**13.** If the Upper Tribunal determines that the acquiring authority ought to be required to take some or all of the house, building or factory, the compulsory purchase order and the notice to treat are to have effect as if they included the owner’s interest in that land.

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14.—(1) If the Upper Tribunal determines that the acquiring authority ought to be required to take some or all of the house, building or factory, the acquiring authority may at any time within the period of 6 weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the acquiring authority withdraws the notice to treat under this paragraph it must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawal of the notice.

15. Any dispute as to the compensation is to be determined by the Upper Tribunal.”.

**Commencement Information**

**I12** Sch. 3 para. 10 in force at 2.1.2018, see [art. 1](#)

SCHEDULE 4

Article 36

ACQUISITION OF NEW RIGHTS ONLY

**Commencement Information**

**I13** Sch. 4 in force at 2.1.2018, see [art. 1](#)

(1) <i>Area</i>	(2) <i>Number of land shown on the Order plans</i>	(3) <i>Purpose for which new rights may be acquired</i>
Borough of Boston, Lincolnshire	2	Operation and maintenance of Work Nos. 1, 2, 3A, 3B, 4A, 4B, 8A and 8B
	10, 13	Operation and maintenance of Work Nos. 3A, 3B and 4B
	16	Operation and maintenance of Work Nos. 3A, 3B, 4A and 4B
	17	Operation and maintenance of Work Nos. 4A and 4B
	33, 38, 41	Operation and maintenance of Work No.5B
	46	Operation and maintenance of Work Nos. 4A, 4B, 8A and 8B
	50a, 53a	Operation and maintenance of services associated with Work Nos. 1 and 2
	53b, 59, 61	Operation and maintenance of Work Nos.4A, 8A and 8B

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<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of land shown on the Order plans</i>	<i>(3)</i> <i>Purpose for which new rights may be acquired</i>
	54	Operation and maintenance of services associated with Work Nos. 1 and 2
	69	Access for operation and maintenance of Work Nos.1, 5A and 5B

## SCHEDULE 5

Article 38

## LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

**Commencement Information**

**I14** Sch. 5 in force at 2.1.2018, see [art. 1](#)

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of land shown on the Order plans</i>	<i>(3)</i> <i>Purpose for which temporary possession may be taken</i>
Borough of Boston, Lincolnshire	1, 4	Alternative construction access and construction of authorised works
	3, 28, 29, 30, 31, 32, 49	Construction access
	5	Alternative construction access
	6, 7, 47, 48, 50, 50b, 52, 55, 111, 112, 113, 114	Construction of authorised works
	8	Construction compound and construction of authorised works
	9, 11, 12, 18, 19, 20	Construction of Work Nos. 3A, 3B and 4B
	14	Construction of Work No.4B
	15	Construction of Work Nos. 3A, 3B and 4B and mitigation works
	21	Construction of authorised works and capital dredging works
	22, 23, 23a, 24, 25, 26	Accommodation and mitigation works
	27	Temporary storage of dredged materials
	44	Construction of Work No.4A and Work No.5B and capital dredging works
50c, 51	Construction of Work No.4A	



(1) Area	(2) Number of land shown on the Order plans	(3) Purpose for which temporary possession may be taken
	53	Construction of Work Nos. 4A, 8A and 8B
	62	Capital dredging works and provision of temporary mooring facilities for fishing vessels
	66, 67	Capital dredging works
	70	Construction access for Work No.7
	71, 107, 108	Construction of Work No.7
	72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 110	Protective works
	109	Construction of Work No.5A and Work No.5B

SCHEDULE 6

Article 53

STATUTORY UNDERTAKERS, ETC.

*Apparatus of statutory undertakers etc. on land acquired*

1.—(1) Sections 271 to 274(7) (extinguishment of rights of statutory undertakers etc. and power of statutory undertakers etc. to remove or re-site apparatus) of the 1990 Act apply in relation to any land acquired or appropriated by the Agency under this Order subject to the following provisions of this paragraph; and all such other provisions of that Act as apply for the purposes of those provisions (including sections 275 to 278, which contain provisions consequential on the extinguishment of any rights under sections 271 and 272, and sections 279(2) to (4), 280 and 282(8), which provide for the payment of compensation) have effect accordingly.

(2) In the provisions of the 1990 Act, as applied by sub-paragraph (1), references to the appropriate Minister are references to the Secretary of State.

(3) Where any apparatus of public utility undertakers or of a public communications provider is removed in pursuance of a notice or order given or made under section 271, 272 or 273 of the 1990 Act, as applied by sub-paragraph (1), any person who is the owner or occupier of premises to which a supply was given from that apparatus is entitled to recover from the Agency compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of effecting a connection between the premises and any other apparatus from which a supply is given.

(4) Sub-paragraph (3) does not apply in the case of the removal of a public sewer but where such a sewer is removed in pursuance of such a notice or order as is mentioned in that paragraph, any person who is—

(7) 2008 c. 29.

(8) Section 279(3) was amended by paragraphs 103(1) and (2), and section 280 was amended by paragraph 104, of Schedule 17 to the Communications Act 2003. Sections 280 and 282 were amended by S.I. 2009/1307.

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- (a) the owner or occupier of premises the drains of which communicated with that sewer; or
- (b) the owner of a private sewer which communicated with that sewer,

is entitled to recover from the Agency compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of making the drain or sewer communicate with any other public sewer or with a private sewage disposal plant.

(5) The provisions of the 1990 Act mentioned in sub-paragraph (1), as applied by that sub-paragraph, do not have effect in relation to apparatus as respects which Part 3 of the 1991 Act applies.

(6) In this Schedule—

“public communications provider” has the same meaning as in section 151(1) (interpretation of Chapter 1) of the Communications Act 2003<sup>(9)</sup>; and

“public utility undertakers” has the same meaning as in the 1980 Act<sup>(10)</sup>.

#### Commencement Information

**I15** Sch. 6 para. 1 in force at 2.1.2018, see [art. 1](#)

## SCHEDULE 7

Article 54

### PROTECTION FOR ELECTRICITY, GAS, WATER AND SEWERAGE UNDERTAKERS

#### *Interpretation*

**1.**—(1) The following provisions of this Schedule have effect unless otherwise agreed in writing between the Agency and the specified undertaker concerned.

(2) The provisions of Schedule 6 (statutory undertakers, etc.), in so far as they relate to the removal of apparatus, do not apply in relation to apparatus to which this Schedule applies.

#### Commencement Information

**I16** Sch. 7 para. 1 in force at 2.1.2018, see [art. 1](#)

**2.** In this Schedule—

“alternative apparatus” means alternative apparatus adequate to enable the specified undertaker in question to fulfil its statutory functions in a manner not less efficient than previously;

“apparatus” means—

- (a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the Electricity Act 1989<sup>(11)</sup>) belonging to or maintained by that specified undertaker;
- (b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply;
- (c) in the case of a water undertaker—

<sup>(9)</sup> 2003 c. 21.

<sup>(10)</sup> 1980 c. 66 as amended by section 190(3) of, and Part 1 of Schedule 27 to, the Water Act 1989 (c. 15) and section 112(4) of, and Schedule 18 to, the Electricity Act 1989 (c. 29).

<sup>(11)</sup> 1989 c. 29.

- (i) mains, pipes or other apparatus belonging to or maintained by that specified undertaker for the purposes of water supply; and
  - (ii) mains, pipes or other apparatus that is the subject of an agreement to adopt made under section 51A (agreements to adopt water main or service pipe) of the Water Industry Act 1991<sup>(12)</sup>; and
- (d) in the case of a sewerage undertaker—
- (i) any drain or works vested in the specified undertaker under the Water Industry Act 1991; and
  - (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) (adoption of sewers and disposal works) of that Act or an agreement to adopt made under section 104 (agreement to adopt sewer, drain or sewage disposal works, at future date) of that Act,

and includes a sludge main, disposal main (within the meaning of section 219 of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works,

and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“functions” includes powers and duties;

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

“plans” includes sections, specifications and method statements; and

“specified undertaker” means—

- (a) Western Power Distribution (East Midlands) plc, whose registered office is Avonbank, Feeder Road, Bristol, BS2 0TB; and
- (b) Anglian Water Services Limited, whose registered office is Lancaster House, Lancaster Way, Ermine Business Park, Huntingdon, Cambridgeshire, United Kingdom, PE29 6XU,

or any person succeeding any such company as a licence holder within the meaning of Part 1 of the Electricity Act 1989, a gas transporter within the meaning of Part 1 of the Gas Act 1986<sup>(13)</sup>, a water undertaker within the meaning of the Water Industry Act 1991, or as a sewerage undertaker, and “the specified undertaker” in relation to any apparatus means the specified undertaker to whom the apparatus belongs or by whom it is maintained.

#### Commencement Information

I17 Sch. 7 para. 2 in force at 2.1.2018, see [art. 1](#)

#### *On-street apparatus*

3. This Schedule does not apply to anything done or proposed to be done in relation to or affecting apparatus in respect of which the relations between the Agency and the specified undertaker are regulated by the provisions of Part 3 of the 1991 Act.

<sup>(12)</sup> 1991 c. 56.

<sup>(13)</sup> 1986 c. 44.

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#### Commencement Information

**I18** Sch. 7 para. 3 in force at 2.1.2018, see [art. 1](#)

#### *Acquisition of land*

**4.—(1)** Regardless of any provision in this Order or anything shown on the deposited plans the Agency must not acquire any apparatus other than by agreement with the specified undertaker.

(2) The Agency may, in the exercise of the powers conferred by this Order, acquire or appropriate any interest in any land in which any apparatus is placed and, following the removal of such apparatus in accordance with the provisions of this Schedule, any rights in that land relating to that apparatus are extinguished, but that apparatus must not be removed under this Schedule and any right of a specified undertaker to use, maintain or renew that apparatus in that land must not be extinguished, until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the specified undertaker in question.

#### Commencement Information

**I19** Sch. 7 para. 4 in force at 2.1.2018, see [art. 1](#)

#### *Removal of apparatus*

**5.—(1)** If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the Agency requires the removal of any apparatus placed in that land, it must give to the specified undertaker in question written notice of that requirement, together with plans of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order a specified undertaker reasonably needs to remove any of its apparatus) the Agency must, subject to sub-paragraph (3), afford to the specified undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the Agency and for the subsequent use, maintenance and renewal of that apparatus.

(2) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the Agency, or the Agency is unable to afford such facilities and rights as are mentioned in sub-paragraph (1), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the specified undertaker in question must, on receipt of a written notice to that effect from the Agency, as soon as reasonably possible use reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(3) The obligation imposed on the specified undertaker under sub-paragraph (2) does not extend to the exercise by the specified undertaker of any power to acquire any land or rights in land by compulsory purchase order.

(4) Any alternative apparatus to be constructed in land of the Agency under this Schedule is to be constructed in such manner and in such line or situation as may be agreed between the specified undertaker in question and the Agency or in default of agreement settled by arbitration in accordance with article 67 (arbitration).

(5) The specified undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 67 (arbitration), and after the grant to the specified undertaker of any such facilities and rights as are referred to in sub-paragraphs (1) or (2), proceed with all reasonable despatch to construct and bring into operation

the alternative apparatus and subsequently to remove any apparatus required by the Agency to be removed under the provisions of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if the Agency gives notice in writing to the specified undertaker in question that it desires itself to execute any work to which this sub-paragraph applies, that work, instead of being executed by the specified undertaker, may be executed by the Agency with the prior written consent of the specified undertaker (which must not be unreasonably withheld or delayed and is to be subject to any such conditions as are reasonable and proper to protect the apparatus) in accordance with plans and in a position agreed between the specified undertaker and the Agency or, in default of agreement, determined by arbitration, with all reasonable despatch under the superintendence, if given, and to the reasonable satisfaction of the specified undertaker.

(7) In carrying out any work under sub-paragraph (6) the Agency must comply with all statutory obligations which would have been applicable had the works been carried out by the specified undertaker.

(8) Sub-paragraph (6) applies to any part of any work necessary in connection with construction of alternative apparatus, or the removal of apparatus required to be removed, as will take place in any land of the Agency.

(9) Nothing in sub-paragraph (6) authorises the Agency to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 600 millimetres of the apparatus.

**Commencement Information**

**I20** Sch. 7 para. 5 in force at 2.1.2018, see [art. 1](#)

*Facilities and rights for alternative apparatus*

**6.—(1)** Where, in accordance with the provisions of this Schedule, the Agency affords to a specified undertaker facilities and rights for the construction, use, maintenance and renewal in land of the Agency of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the Agency and the specified undertaker in question or in default of agreement settled by arbitration in accordance with article 67 (arbitration).

(2) In settling those terms and conditions in respect of the alternative apparatus to be constructed across or along the authorised works, the arbitrator must—

- (a) give effect to all reasonable requirements of the Agency for ensuring the safety and efficient operation of the authorised works and for securing any subsequent alterations or adaptations of the alternative apparatus which may be required to prevent interference with any proposed works of the Agency or the traffic on the railway; and
- (b) 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 across or along the authorised works for which the alternative apparatus is to be substituted and to any other reasonable requirements of the specified undertaker.

(3) If the facilities and rights to be afforded by the Agency in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator more or less favourable on the whole to the specified undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation to or by the Agency by or to that specified undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

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### Commencement Information

**I21** Sch. 7 para. 6 in force at 2.1.2018, see [art. 1](#)

#### *Retained apparatus: protection and plan approval*

7.—(1) Not less than 28 days before starting the execution of any works of the type referred to in paragraph 5(1) that are near to, or will or may affect, any apparatus the removal of which has not been required by the Agency under paragraph 5(1), the Agency must submit to the specified undertaker in question plans of those works.

(2) Those works are to be executed only in accordance with the plans submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the specified undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and an officer of the specified undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by the specified undertaker under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which the plans under sub-paragraph (1) are submitted to it.

(4) If a specified undertaker in accordance with sub-paragraph (3) and in consequence of the works proposed by the Agency, reasonably requires the removal of any apparatus and gives written notice to the Agency of that requirement, paragraphs 1 to 6 apply as if the removal of the apparatus had been required by the Agency under paragraph 5(1).

(5) Nothing in this paragraph precludes the Agency from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, new plans instead of the plans previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plans.

(6) The Agency is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to the specified undertaker in question notice as soon as is reasonably practicable and plans of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

(7) Nothing in sub-paragraph (6) entitles the Agency to carry out works to any apparatus but, upon receipt of notice from the Agency, the specified undertaker must proceed to carry out such works as may be required without unreasonable delay.

### Commencement Information

**I22** Sch. 7 para. 7 in force at 2.1.2018, see [art. 1](#)

#### *Expenses*

8.—(1) Subject to the following provisions of this paragraph, the Agency must repay to a specified undertaker the reasonable expenses incurred by that specified undertaker in, or in connection with—

- (a) the inspection, removal and relaying or replacing, alteration or protection of any apparatus or the construction of any new apparatus under any provision of this Schedule (including any costs reasonably incurred or compensation properly paid in connection with the acquisition of facilities and rights or exercise of statutory powers for such apparatus);

- (b) the cutting off of any apparatus from any other apparatus, or the making safe of any redundant apparatus in consequence of the exercise by the Agency of any power under this Order; and
- (c) the survey of any land, apparatus or works; the inspection, superintendence and monitoring of works; or the installation or removal of any temporary works reasonably necessary in consequence of the exercise by the Agency of any power under this Order; and any other work or thing rendered reasonably necessary in consequence of the exercise by the Agency of any such power,

within a reasonable time of being notified by the specified undertaker that it has incurred such expenses.

(2) The value of any apparatus removed under the provisions of this Schedule is to be deducted from any sum payable under sub-paragraph (1), that value being calculated after removal.

(3) If in accordance with the provisions of this Schedule—

- (a) alternative apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions, except where this has been solely due to using the nearest currently available type; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the Agency or, in default of agreement, is not determined by arbitration in accordance with article 67 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this paragraph would be payable to the specified undertaker in question by virtue of sub-paragraph (1), is to be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus must not be treated as placing of apparatus of greater dimensions than those of the existing apparatus, except in a case where the apparatus as so extended serves a purpose (either additional to or instead of that served by the existing apparatus) which was not served by the existing apparatus; and
- (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole must be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to a specified undertaker in respect of works by virtue of sub-paragraph (1) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the specified undertaker any financial benefit by deferment of the time for renewal of the apparatus in the normal course, be reduced by the amount which represents that benefit as calculated in accordance with the Code of Practice entitled “Measures Necessary where Apparatus is Affected by Major Works (Diversionary Works)” and dated June 1992 and approved by the Secretary of State on 30th June 1992, as revised and re-issued from time to time.

(6) In any case where work is carried out by the Agency under paragraphs 5(6) to (8) and, if such work had been carried out by the specified undertaker, the repayment made to the specified undertaker under sub-paragraph (1) would fall to be reduced under sub-paragraphs (3) to (5), the specified undertaker must pay to the Agency such sum as represents the amount of that reduction.

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**Commencement Information**

**I23** Sch. 7 para. 8 in force at 2.1.2018, see [art. 1](#)

*Indemnity*

**9.—(1)** Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction, maintenance or failure of any of the authorised works, any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of a specified undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any specified undertaker, the Agency must bear and pay the cost reasonably incurred by that specified undertaker in making good such damage or restoring the supply, and must—

- (a) make reasonable compensation to that specified undertaker for any other expenses, loss, damages, penalty or costs incurred by the specified undertaker; and
- (b) indemnify the specified undertaker against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from, or incurred by, the specified undertaker,

by reason or in consequence of any such damage or interruption; and the fact that any act or thing may have been done by the specified undertaker on behalf of the Agency or in accordance with plans approved by the specified undertaker or in accordance with any requirement of the specified undertaker or under its supervision does not, subject to sub-paragraph (2), excuse the Agency from any liability under the provisions of this paragraph.

(2) Nothing in sub-paragraph (1) imposes any liability on the Agency with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of a specified undertaker, its officers, servants, contractors or agents.

(3) A specified undertaker must give the Agency reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the Agency, which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

**Commencement Information**

**I24** Sch. 7 para. 9 in force at 2.1.2018, see [art. 1](#)

*Access*

**10.** If in consequence of the exercise of the powers conferred by this Order the access to any apparatus is materially obstructed the Agency must provide such alternative means of access to that apparatus as will enable the specified undertaker to maintain or use the apparatus no less effectively than was possible before the obstruction.

**Commencement Information**

**I25** Sch. 7 para. 10 in force at 2.1.2018, see [art. 1](#)



### *Cooperation*

11. Where in consequence of the proposed construction of any of the authorised works, the Agency or the specified undertaker requires the removal of apparatus under paragraph 5(1) or the specified undertaker makes requirements for the protection or alteration of apparatus under paragraph 7(2), the Agency must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised works and the specified undertaker must use all reasonable endeavours to co-operate with the Agency for that purpose.

#### **Commencement Information**

**I26** Sch. 7 para. 11 in force at 2.1.2018, see [art. 1](#)

### *Exercise of safeguarding and survey powers*

12.—(1) The Agency must, so far as is reasonably practicable, exercise the powers conferred by article 21 (protective works) so as not to obstruct or render less convenient the access to any apparatus.

(2) The Agency must not, in the exercise of the powers conferred by section 11(3) (powers of entry) of the 1965 Act, as applied by this Order, or by article 23 (power to survey and investigate land, etc.), make any trial holes which interfere with any apparatus without the consent of the specified undertaker (which must not be unreasonably withheld).

#### **Commencement Information**

**I27** Sch. 7 para. 12 in force at 2.1.2018, see [art. 1](#)

### *Arbitration*

13. Any difference arising between the Agency and a specified undertaker under this Schedule (other than a difference as to its meaning or construction) must be determined by arbitration in the manner provided by article 67 (arbitration) and in determining any difference under this Schedule the arbitrator may, if the arbitrator thinks fit, require the Agency to execute any temporary or other works so as to avoid, so far as may be reasonably possible, interference with the use of any apparatus.

#### **Commencement Information**

**I28** Sch. 7 para. 13 in force at 2.1.2018, see [art. 1](#)

## SCHEDULE 8

Article 54

### PROTECTION OF PORT OF BOSTON

1. The following provisions of this Schedule have effect unless otherwise agreed in writing between the Agency and the Harbour Authority.

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**Commencement Information**

**I29** Sch. 8 para. 1 in force at 2.1.2018, see [art. 1](#)

**2.** In this Schedule—

“accumulation” means any accumulation of silt or other material which constitutes an impediment to navigation;

“construction” includes execution and placing, maintenance, extension, enlargement, alteration, replacement, relaying, and removal, and “construct” and “constructed” are to be construed accordingly;

“erosion” means any erosion of the bed or banks of the river or any jetty or other structure of whatever nature owned or occupied by the Harbour Authority;

“harbour property” means any land or works owned or administered by the Harbour Authority as part of its harbour undertaking at the Port of Boston;

“plans” includes sections, descriptions, drawings, specifications and method statements;

“specified work” means so much of any permanent or temporary work authorised by this Order (which includes, for the avoidance of doubt, any removal of gravel or other material, any dredging or similar work and any geotechnical investigations that may be undertaken) as is on, in, under or over—

- (a) the surface of land below the level of mean high water springs forming part of the river; or
- (b) any other harbour property.

**Commencement Information**

**I30** Sch. 8 para. 2 in force at 2.1.2018, see [art. 1](#)

**3.—(1)** The Agency must not exercise the powers conferred by this Order to acquire or take temporary possession of or acquire new rights over any land held by the Harbour Authority as part of its statutory undertaking except with the consent of the Harbour Authority.

(2) The consent of the Harbour Authority under this paragraph must not be unreasonably withheld but may be given subject to such reasonable requirements as the Harbour Authority may make for the purpose of performing its statutory functions.

**Commencement Information**

**I31** Sch. 8 para. 3 in force at 2.1.2018, see [art. 1](#)

**4.—(1)** Before beginning any operations for the construction of any specified work (but this requirement does not apply to minor works of maintenance or repair), the Agency must submit to the Harbour Authority plans of the work and such further particulars available to it as the Harbour Authority may within 14 days of the submission of the plans reasonably require.

(2) Any specified work must not be constructed except in accordance with such plans as may be approved in writing by the Harbour Authority or determined to be in accordance with article 67 (arbitration) of this Order.

(3) Any approval of the Harbour Authority required under this paragraph must not be unreasonably withheld and—

- (a) shall be deemed to be given if it is neither given or refused (with an indication of the grounds for refusal) within 28 days of the submission of the plans or where further particulars are submitted under sub-paragraph (1), within 28 days of the submission of those particulars; and
- (b) may be given subject to such reasonable requirements as the Harbour Authority may make for the protection of—
  - (i) navigation in, or the flow or regime of, the river; or
  - (ii) the use of its land other than such parts as are required for the specified works for the purposes of performing its statutory functions.

**Commencement Information**

**I32** Sch. 8 para. 4 in force at 2.1.2018, see [art. 1](#)

5. The Agency must give to the Harbour Authority not less than 14 days' written notice of its intention to commence the construction of a specified work (but this requirement does not apply to minor works of maintenance or repair) and, not more than 14 days after completion of such construction, must give to the Harbour Authority written notice of such completion.

**Commencement Information**

**I33** Sch. 8 para. 5 in force at 2.1.2018, see [art. 1](#)

6. The Agency must carry out all operations for the construction of any specified works with all reasonable dispatch to the reasonable satisfaction of the Harbour Authority so that navigation in, or the flow or regime of, the river and the exercise of the Harbour Authority's statutory functions do not suffer more interference than is reasonably practicable and the Harbour Authority shall be entitled by its officer at all reasonable times, on giving such notice as may be reasonable in the circumstances, to inspect and survey such operations.

**Commencement Information**

**I34** Sch. 8 para. 6 in force at 2.1.2018, see [art. 1](#)

7. After the purpose of any temporary works has been accomplished the Agency must with all reasonable dispatch, or after a reasonable period of notice in writing from the Harbour Authority requiring the Agency so to do, remove any such temporary works or any materials relating thereto which may have been placed below the level of high water by or on behalf of the Agency; and, on failing to so do within a reasonable period after receiving such notice, the Harbour Authority may remove the same and may recover the reasonable costs of so doing from the Agency.

**Commencement Information**

**I35** Sch. 8 para. 7 in force at 2.1.2018, see [art. 1](#)

8.—(1) If—

- (a) during the construction of a tidal work or within 10 years after the completion of that work and wholly or partly in consequence of its construction; or

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- (b) during the exercise of the powers conferred by article 6 (power to dredge etc.) of this Order or within 10 years after and wholly or partly in consequence of the exercise of those powers,

there is caused or created an accumulation or erosion which results or is likely to result in interference with navigation or damage to harbour property, the Agency must, if so requested by the Harbour Authority acting reasonably and having regard in particular to its and the Agency's statutory functions, remedy such accumulation or erosion to the extent attributable to such construction or exercise of powers in the manner specified in sub-paragraph (3) and, if it refuses or fails to do so, the Harbour Authority may itself cause the work to be done and may recover the reasonable cost of doing so from the Agency.

(2) If any such accumulation or erosion in consequence of such construction or exercise of the powers conferred under article 6 (power to dredge etc.) arises within the said period of 10 years and is remedied in accordance with sub-paragraph (1), any recurrence of such accumulation or erosion must, from time to time, if reasonably so required to do by the Harbour Authority after notice in writing to it from the Agency and having regard in particular to its and the Agency's statutory functions, be so remedied by the Agency during the said period of 10 years and at any time thereafter, save that the Agency's obligation under this paragraph shall cease if, following the remedying of any accumulation or erosion, a period of 10 years elapses without any further accumulation or erosion being caused or created in consequence of such construction or exercise.

(3) For the purposes of sub-paragraph (1) and (2) above—

- (a) in the case of an accumulation, the remedy must be its removal; and
- (b) in the case of erosion, the remedy must be the carrying out of such reconstruction works and other protective works or measures as may be necessary.

(4) In the event that any surveys, inspection, tests or sampling establish that such accumulation or erosion may have been caused in any event by factors other than the construction of a tidal work or the exercise of the powers conferred by article 6 (power to dredge etc), the Agency is liable to remedy such accumulation or erosion only to the extent that the same is attributable to such construction or exercise.

(5) For the purposes of sub-paragraph (1) the date of completion of a work is the date on which it is brought into use.

**Commencement Information**

**I36** Sch. 8 para. 8 in force at 2.1.2018, see [art. 1](#)

**9.** The Agency must pay to the Harbour Authority the reasonable costs of such alterations to the marking and lighting of the navigational channel of the river as may be necessary during or within five years of the completion of and in consequence of the construction of a tidal work and afford to the Harbour Authority such facilities as it may reasonably require for the placing and maintenance on any tidal work of signals, tide-boards, tide-gauges or other apparatus for the safety or benefit of navigation.

**Commencement Information**

**I37** Sch. 8 para. 9 in force at 2.1.2018, see [art. 1](#)

**10.** Without affecting the other provisions of this Schedule, the Agency must be responsible for, and make good to the Harbour Authority, all costs which may reasonably be incurred by or occasioned to the Harbour Authority by reason of or arising from or in connection with—

- (a) the carrying out of surveys, inspections, tests and sampling within and of the river (including the bed and banks of the river) where the Harbour Authority has reasonable cause to believe that the construction of any of the tidal works or the exercise of the powers conferred by article 6 (power to dredge etc.) of this Order is causing or has caused any such accumulation or erosion;
- (b) the surveillance, co-ordination and regulation of traffic within the Port of Boston which becomes reasonably necessary by reason of the exercise or the prospective exercise by the Agency of its powers to close the river or any part of the river to navigation under article 17 (temporary closing of the river in connection with works) of this Order.

**Commencement Information**

**I38** Sch. 8 para. 10 in force at 2.1.2018, see [art. 1](#)

**11.—(1)** The Agency must indemnify the Harbour Authority from all claims, demands, proceedings or damages, which may be made or given against, or recovered from the Harbour Authority and any costs or expense reasonably incurred by the Harbour Authority by reason of any damage to the bed or banks of the river or other harbour property which is caused by the construction, maintenance or failure of any specified work or any act or omission of the Agency, its contractors, agents or employees whilst engaged upon the work.

(2) The Harbour Authority must give to the Agency reasonable notice of any such claim or demand and no settlement or compromise of any such claim or demand must be made without the consent of the Agency, which, if it notifies the Harbour Authority that it desires to do so, shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

**Commencement Information**

**I39** Sch. 8 para. 11 in force at 2.1.2018, see [art. 1](#)

**12.** Nothing in paragraph 11 imposes any liability on the Agency with respect to any damage to the extent that it is attributable to any prior defect, want of maintenance or want of repair to the beds or banks of the river or other harbour property or to the act, neglect or default of the Harbour Authority, its officers, servants, contractors or agents but 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 Harbour Authority, or to its satisfaction, or in accordance with a determination under article 67 (arbitration) of the Order, does not (in the absence of negligence on the part of the Harbour Authority, its officers, servants, contractors or agents) relieve the Agency from any liability under the provisions of this Schedule.

**Commencement Information**

**I40** Sch. 8 para. 12 in force at 2.1.2018, see [art. 1](#)

**13.** Save to the extent expressly provided for nothing in this Order affects prejudicially any statutory or other rights, powers or privileges vested in, or enjoyed by, the Harbour Authority at the commencement of this Order.

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**Commencement Information**  
**I41** Sch. 8 para. 13 in force at 2.1.2018, see [art. 1](#)

SCHEDULE 9

Article 65

AMENDMENT OF LOCAL LEGISLATION

PART 1

LOCAL ENACTMENTS

**Commencement Information**  
**I42** Sch. 9 Pt. 1 in force at 2.1.2018, see [art. 1](#)

<i>Year</i>	<i>Chapter</i>	<i>Title</i>	<i>Section</i>
1812	c. 105	Boston Port and Harbour Act	1 (works to be done for the improvement of the Harbour, &c.)  38 (power to remove goods lying on quays beyond forty-eight hours)  46 (penalty on throwing ballast or rubbish into the harbour)  48 (penalty on laying gravel, &c. nearer the front of any quays than three feet)  52 (persons destroying works, to be transported for seven years)
1812	c. 108	Witham Navigation and Drainage Act	93 (regulation as to mooring vessels and removing obstructions)  96 (penalty on persons misusing the locks , or doing other damage to the navigation)  97 (penalty on destroying the works)  98 (punishment of persons damaging fences)  99 (lords of manors and landowners may make wharfs)

<i>Year</i>	<i>Chapter</i>	<i>Title</i>	<i>Section</i>
			100 (but if not done, the company may make wharfs, &c.)
1880	c. cliii	River Witham Outfall Improvement Act	10 (maintenance of works) 23 (power to remove obstructions)
1881	c. cxii	Boston Dock Act	5 (power to make dock and railway, &c.) 6 (power to make subsidiary works)
1925	c. lxxi	Land Drainage (Black Sluice) Provisional Order Confirmation Act	9 (penalties for obstructing or injuring drains or banks)

## PART 2 BYELAWS

### Commencement Information

**I43** Sch. 9 Pt. 2 in force at 2.1.2018, see [art. 1](#)

<i>(1)</i> <i>Title</i>	<i>(2)</i> <i>Byelaw to be disapplied</i>
Boston Dock Byelaws 1947	Byelaw 17 (opening of gates and sluices) Byelaw 26 (deposit of refuse and rubbish) Byelaw 27 (master to deliver account of ballast and no ballast to be discharged without permission) Byelaw 28 (timber and goods) Byelaw 29 (obstruction, wilful damage, hindrance of corporation's officers, etc.) Byelaw 40 (persons not to remain on gates or bridges whilst being swung) Byelaw 44 (vehicles, goods on quays, etc.) Byelaw 45 (vehicles and horses)
Black Sluice Internal Drainage Board Complete Land Drainage Byelaws 1988	Byelaw 3 (Control of introduction of water and increase in flow or volume of water) Byelaw 4 (Control of sluices, etc.)

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(1) Title	(2) <i>Byelaw to be disapplied</i>
	<p>Byelaw 6 (Diversion or stopping up of watercourses)</p> <p>Byelaw 7 (Detrimental substances not to be put into watercourses)</p> <p>Byelaw 10 (No obstructions within 9 metres of the edge of watercourse)</p> <p>Byelaw 14 (Vehicles not to be driven on banks)</p> <p>Byelaw 15 (Banks not to be used for storage)</p> <p>Byelaw 16 (Not to dredge or raise gravel, sand, etc.)</p> <p>Byelaw 17 (Fences, excavations, pipes, etc.)</p> <p>Byelaw 18 (Tidal outfalls)</p> <p>Byelaw 19 (Interference with sluices)</p> <p>Byelaw 20 (Mooring of vessels)</p> <p>Byelaw 21 (Unattended vessels)</p> <p>Byelaw 24 (Damage to property of the Board)</p>
<p>Witham Fourth District Internal Drainage Board Byelaws 1989</p>	<p>Byelaw 3 (Control of introduction of water and increase in flow or volume of water)</p> <p>Byelaw 4 (Control of sluices, etc.)</p> <p>Byelaw 6 (Diversion or stopping up of watercourses)</p> <p>Byelaw 10 (No obstructions within 9 metres of the edge of watercourse)</p> <p>Byelaw 14 (Vehicles not to be driven on banks)</p> <p>Byelaw 15 (Banks not to be used for storage)</p> <p>Byelaw 16 (Not to dredge or raise gravel, sand, etc.)</p> <p>Byelaw 17 (Fences, excavations, pipes, etc.)</p> <p>Byelaw 18 (Tidal outfalls)</p>



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<i>(1)</i> <i>Title</i>	<i>(2)</i> <i>Byelaw to be disapplied</i>
	Byelaw 19 (Interference with sluices)  Byelaw 20 (Mooring of vessels)  Byelaw 21 (Unattended vessels)  Byelaw 24 (Damage to property of the Board)

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**Changes and effects yet to be applied to the whole Instrument associated Parts and Chapters:**

- [Order excluded in part by S.I. 2023/778 art. 41](#)