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## SCHEDULE

### BELL'S BRIDGE

*Provisional Order to empower Scottish Enterprise to construct works to make Bell's Bridge a permanent footbridge over the river Clyde; and for related purposes.*

An Act to confirm a Provisional Order under the Private Legislation Procedure (Scotland) Act 1936, relating to Bell's Bridge.

[19th July 1995]

WHEREAS—

- (1) The Scottish Development Agency (hereinafter called “the Agency”) were established by the Scottish Development Agency Act 1975 for the purposes of furthering the development of Scotland's economy and improving its environment:
- (2) The Agency were empowered by a licence issued by the Clyde Port Authority on 10th October 1986 to construct a temporary footbridge now known as Bell's Bridge over the river Clyde in the city of Glasgow, linking the Scottish Exhibition Centre on the north bank of the river to a site on the south bank of the river where the third National Garden Festival was held in 1988:
- (3) In accordance with the provisions of the Enterprise and New Towns (Scotland) Act 1990 Scottish Enterprise (hereinafter called “Scottish Enterprise”) were established with the general functions of (amongst others) furthering the development of Scotland's economy and improvement of the environment of Scotland and by an order made thereunder all property, rights and liabilities to which the Agency were entitled or subject became property, rights and liabilities of, and vested in, Scottish Enterprise:
- (4) The site of the National Garden Festival is now being developed to provide homes, a business park, a public park and a leisure and recreation area and it is expedient, and would be of public and local advantage, that Scottish Enterprise should be empowered to construct the further works by this Order provided to make permanent that footbridge, and that the other provisions of this Order should be enacted:
- (5) Plans and sections showing the lines and levels of the works authorised by this Order have been deposited with the sheriff clerk of the sheriff court district of Glasgow and Strathkelvin, the said plans and sections being in this Order referred to respectively as the deposited plans and the deposited sections:
- (6) The purposes aforesaid cannot be effected without an Order confirmed by Parliament under the Private Legislation Procedure (Scotland) Act 1936:

Now therefore, in pursuance of the powers contained in the said Act of 1936, the Secretary of State orders as follows:—

#### *Short title*

- 1 This Order may be cited as the Bell's Bridge Order 1995.

#### *Interpretation*

- 2 (1) In this Order, unless the context otherwise requires—

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“Bell’s Bridge” means the bridge referred to as such in the Preamble to this Order (as shown on the deposited plans) or as it may from time to time be reconstructed, renewed or altered and the work;

“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;

“the navigation channel” means that part of the river Clyde in the immediate vicinity of Bell’s Bridge which is 35 metres wide and which is open to navigation by vessels capable of navigating in the channel;

“the Port Authority” means Clydeport Operations Limited, a company limited by shares and registered in Scotland, formerly called Clydeport Limited, to whom the property, rights, liabilities and functions of the former Clyde Port Authority were transferred by order in accordance with a scheme of transfer made and confirmed under the provisions of Part I of the Ports Act 1991;

“tidal work” means so much of a work authorised by this Order as is on, under or over tidal waters or tidal lands below the level of high water and includes Bell’s Bridge;

“the work” means the work, authorised by section 3 below, and includes any such work (including Bell’s Bridge) as reconstructed, renewed or altered under that section.

- (2) In the event of Strathclyde Regional Council or a successor authority as local roads authority becoming the owner of Bell’s Bridge or otherwise responsible for its operation or management, any reference to “Scottish Enterprise” shall, unless the context otherwise requires, be construed as a reference to that Council or that authority.
- (3) In this Order, except in section 4 below, situations, points, directions, distances or dimensions stated in any description of the work, lands or powers shall be construed as if the words “or thereabouts” were inserted after each such situation, point, direction, distance or dimension.

#### *Power to construct work*

- 3 (1) Subject to the provisions of this Order Scottish Enterprise may, in the lines and situations, within the limits of deviation and according to the levels shown on the deposited sections, construct and maintain the work hereinafter described, with all necessary works and conveniences connected therewith in the parishes of Glasgow and Govan in the city of Glasgow district, that is to say:—

Tubular steel dolphins with caps, outwith the navigation channel at each side of Bell’s Bridge, commencing at a point at NS256764665203 and terminating at a point at NS256851665164.

- (2) Subject to the provisions of this Order Scottish Enterprise may, within the limits of deviation—
  - (a) maintain and operate Bell’s Bridge; and
  - (b) reconstruct, renew or alter Bell’s Bridge.

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#### *Power to deviate*

- 4 Subject to the provisions of this Order, in the construction, reconstruction, renewal or alteration of the work Scottish Enterprise may deviate laterally from the lines or situations thereof shown on the deposited plan to the extent of the limits of deviation, and may deviate vertically from the levels shown on the deposited sections to any extent not exceeding three metres upwards and to such extent downwards as may be found necessary or convenient, but in the exercise of any of the powers granted to them by this Order Scottish Enterprise shall at all times provide in the navigation channel an opening span affording for navigation a clear width of not less than 35 metres between protective fenders and having when closed a clear headway above the level of mean high-water springs (1985) of not less than 3.73 metres being a clear headway of 5.93 metres above ordnance datum (Newlyn) throughout such width and shall not reconstruct, renew or alter Bell's Bridge otherwise than in a line or situation conforming with or parallel to that shown on the deposited plans.

#### *Subsidiary works*

- 5 Subject to the provisions of this Order, Scottish Enterprise, for the purposes of or in connection with the work may from time to time within the limits of deviation construct and maintain all such subsidiary or incidental works and conveniences as may be necessary or expedient for the purposes of or in connection with the construction, maintenance and use of the work.

#### *Period for completion of work and authorised extension thereof*

- 6 (1) Subject to subsection (2) below, if the work is not completed within two years from the coming into operation of this Order, all of the powers by this Order granted to Scottish Enterprise shall cease except as to so much of the work as shall then be completed in which event Scottish Enterprise shall cause Bell's Bridge and any other work authorised by this Order to be removed and shall restore the site thereof to its former condition.
- (2) On the application of Scottish Enterprise, and whether before or after the expiration of the period referred to in subsection (1) above, the Port Authority may, by written consent, extend that period.

#### *Tidal works not to be executed without approval of Secretary of State*

- 7 (1) A tidal work shall not be constructed, renewed or altered except in accordance with plans and sections approved by the Secretary of State and subject to any conditions and restrictions imposed by the Secretary of State before the work of construction, renewal or alteration is begun.
- (2) If a tidal work is constructed, renewed or altered in contravention of this section—
- (a) the Secretary of State may by notice in writing require Scottish Enterprise 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 30 days from the date when the notice is served upon Scottish Enterprise they have failed to comply with the requirements of the notice, the Secretary of State may execute the works specified in the notice; or
  - (b) if it appears to the Secretary of State urgently necessary so to do, he may himself remove the tidal work or part of it and restore the site to its former condition;

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and any expenditure incurred by the Secretary of State in so doing shall be recoverable from Scottish Enterprise.

*Lights on tidal works during construction*

- 8 (1) Scottish Enterprise shall at or near a tidal work during the whole time of the construction, renewal or alteration 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 Secretary of State shall from time to time direct after consultation with the Port Authority and with the sanction of the Commissioners of Northern Lighthouses.
- (2) If Scottish Enterprise fail to comply in any respect with a direction given under this section they shall be guilty of an offence and liable on summary conviction to a fine not exceeding the statutory maximum and on conviction on indictment to a fine.

*Permanent lights on tidal works*

- 9 (1) After the completion of a tidal work Scottish Enterprise shall at the outer extremity thereof exhibit every night from sunset to sunrise such lights, if any, and take such other steps for preventing danger to navigation as the Port Authority with the sanction of the Commissioners of Northern Lighthouses shall from time to time direct.
- (2) If Scottish Enterprise fail to comply in any respect with a direction given under this section they shall be guilty of an offence and liable on summary conviction to a fine not exceeding the statutory maximum and on conviction on indictment to a fine.

*Survey of tidal works*

- 10 The Secretary of State or the Port Authority may at any time if they deem it expedient order a survey and examination of a tidal work or of the site upon which it is proposed to construct that work and any reasonable expenditure incurred by him or the Port Authority in such survey and examination shall be recoverable from Scottish Enterprise.

*Provision against danger to navigation*

- 11 (1) In the case of injury to or destruction or decay of a tidal work or any part thereof Scottish Enterprise shall forthwith notify the Port Authority and shall lay down such buoys, exhibit such lights and take such other steps for preventing danger to navigation as the Port Authority with the sanction of the Commissioners of Northern Lighthouses shall from time to time direct.
- (2) If Scottish Enterprise fail to notify the Port Authority as required by this section or to comply in any respect with a direction given under this section they shall be guilty of an offence and liable on summary conviction to a fine not exceeding the statutory maximum and on conviction on indictment to a fine.

*Abatement of works abandoned or decayed*

- 12 (1) Where a tidal work is abandoned or suffered to fall into decay the Secretary of State or the Port Authority may by notice in writing require Scottish Enterprise 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

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within such limits as the Secretary of State or the Port Authority, as the case may be, think proper.

- (2) Where a work consisting partly of a tidal work and partly of works on or over land above the level of high water is abandoned or suffered to fall into decay and that part of the work on or over land above the level of high water is in such condition as to interfere or to cause reasonable apprehension that it may interfere with the right of navigation or other public rights over the foreshore, the Secretary of State or the Port Authority, as the case may be, may include that part of the work, or any portion thereof, in any notice under this section.
- (3) If, on the expiration of 30 days from the date when a notice under this section is served upon Scottish Enterprise they have failed to comply with the requirements of the notice the Secretary of State or the Port Authority, as the case may be, may execute the works specified in the notice and any expenditure incurred by them in so doing shall be recoverable from Scottish Enterprise.

#### *Crown rights*

- 13 (1) Nothing in this Order shall affect prejudicially any estate, right, power, privilege, authority or exemption of the Crown and, in particular and without prejudice to the generality of the foregoing, nothing herein contained shall authorise any person to take, use, enter upon or in any manner interfere with, any land or hereditaments or any rights of whatsoever description (including any portion of the shore or bed of the sea or of any river, channel, creek, bay or estuary)—
  - (a) 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; or
  - (b) belonging to a government department, or held in trust for Her Majesty for the purposes of a government department, without the consent in writing of that government department.
- (2) A consent under subsection (1) above may be given unconditionally or subject to terms and conditions.

#### *Saving for certain enactments*

- 14 Nothing in this Order shall—
  - (a) affect the operation of the Control of Pollution Act 1974 or Part II of the Food and Environment Protection Act 1985; or
  - (b) exempt Scottish Enterprise from the provisions of Part I of the Coast Protection Act 1949.

#### *Saving for town and country planning*

- 15 The Town and Country Planning (Scotland) Act 1972 and any orders, regulations, rules, schemes and directions made or given thereunder 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 by this Order.

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*For protection of Port Authority*

16 For the protection of the Port Authority and other protected parties the provisions of this section shall, unless otherwise agreed in writing between Scottish Enterprise and the Port Authority, apply and have effect—

(1) In this section “other protected parties” means the persons (other than the Port Authority) referred to in the second proviso to paragraph (13) below:

(2) Before commencing the construction of a tidal work, or any work situated on, under, over or which may affect or interfere with the river Clyde or the property of the Port Authority, including all temporary works, Scottish Enterprise shall deliver to the Port Authority for their approval (which shall not be unreasonably withheld) plans, sections and specifications of the work, and such work shall not be constructed otherwise than in accordance with such plans, sections and specifications as may be approved by the Port Authority or determined by arbitration, and all such works shall be executed to the reasonable satisfaction of the engineer of the Port Authority:

Provided that if the Port Authority fail to signify their approval or disapproval of any such plans, sections and specifications within six weeks after the receipt thereof they shall be deemed to have approved thereof:

Provided further that before commencing the construction of such a work Scottish Enterprise shall give 28 days' notice of their intention to do so to the Port Authority except in a case of emergency when such notice as is practicable shall be given:

(3) Scottish Enterprise shall allow the engineer of the Port Authority and his authorised representatives to inspect and survey all or any of the tidal works or any work on, under, over or which may affect or interfere with the river Clyde or the property of the Port Authority, while in course of construction, and shall give all reasonable facilities for so doing and shall repay to the Port Authority all expenses reasonably incurred in connection therewith:

(4) Nothing in this Order shall authorise or empower Scottish Enterprise without the previous consent of the Port Authority (which consent shall not be unreasonably withheld) to embank, encroach upon or interfere with any part of the bed, foreshore or banks of the river Clyde except as is authorised by this Order:

(5) Each tidal work shall be so executed and each operation of Scottish Enterprise so performed as in no way to obstruct or interfere with the free, uninterrupted and safe navigation of the river Clyde or the due exercise by the Port Authority of their statutory functions, and if any such obstruction or interference shall be caused or take place Scottish Enterprise shall pay to the Port Authority if injuriously affected thereby compensation in respect thereof, and shall indemnify and relieve the Port Authority in respect of all claims arising as a result of the works and operations of Scottish Enterprise:

Provided that during the execution of each tidal work and during the performance of each operation Scottish Enterprise shall comply with all directions of the Port Authority that may be given for the general safety or convenience of navigation on the river Clyde in respect of or relating to the movement and mooring of vessels or plant during or after construction of a tidal work:

(6) Each tidal work shall be so executed and each operation of Scottish Enterprise in connection therewith so performed as not to obstruct or interfere with any work of

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dredging and deepening the river Clyde executed by the Port Authority in the exercise of their statutory functions:

- (7) Scottish Enterprise shall give immediate notice to the Port Authority of any obstruction, danger or interruption which may be occasioned by a tidal work or by the operations of Scottish Enterprise to the free passage of vessels approaching or passing under or near a tidal work, and in the event of Scottish Enterprise failing or neglecting to give such notice they shall be responsible for all loss or damage incurred by the Port Authority including loss of revenue which may be occasioned to them through such failure or neglect, and shall indemnify, free and relieve the Port Authority in respect of all claims and expenses which may be made against or incurred by the Port Authority by reason or in consequence of such failure or neglect:
- (8) While any tidal work is in course of construction, reconstruction, renewal or alteration Scottish Enterprise shall repay on demand any expense reasonably incurred by the Port Authority—
  - (a) in taking such measures as the Port Authority deem necessary and proper for placing and maintaining buoys or other marks upon or near the tidal work and upon or near any temporary erections, appliances or obstructions which may be placed or caused by Scottish Enterprise or their contractors in or above the river Clyde and for efficiently lighting the said river in the vicinity thereof;
  - (b) in providing such efficient means of communication as the Port Authority deem necessary for the regulation of the passage of vessels approaching or passing under or near the tidal work and in maintaining and working the same during the construction of the tidal work until completion thereof.
- (9) Except with the prior approval of the Port Authority Scottish Enterprise shall not deposit any material on the bed or foreshore of the river Clyde, and nor shall Scottish Enterprise allow any such material to fall or be washed into the said river:
- (10) Scottish Enterprise shall upon reasonable notice in writing from the Port Authority requiring them so to do and in any event, whether or not notice has been given, within six months after the completion of any work remove any temporary works and materials for temporary works which may have been placed by Scottish Enterprise in the river Clyde or on the banks, bed or foreshore thereof for the construction of that work and which are no longer in use, and if Scottish Enterprise fail so to do the Port Authority may remove the same and charge Scottish Enterprise with the expense reasonably incurred by the Port Authority in so doing and Scottish Enterprise shall forthwith repay to the Port Authority any such expense:
- (11) All responsibility for or in connection with Bell's Bridge and all or any of the works (both temporary and permanent) connected therewith (whether of construction or maintenance) and for loss and damage occasioned thereby shall be and remain with Scottish Enterprise. The Port Authority shall, except as hereinafter provided, in no way be responsible or answerable for any damage or injury to Bell's Bridge or any of such works or to any cycle, person, goods or things on or using or being conveyed along Bell's Bridge or to any persons employed on or in connection with Bell's Bridge caused by or attributable to—
  - (a) the dredging and deepening (including any necessary breaking up of rock or other hard material or the removal of any obstruction including sunken vessels) of any part of the bed or foreshore of the river Clyde;
  - (b) the exercise of their statutory functions; or

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- (c) the use of the river Clyde for navigation of vessels, vessels sunk in the said river or sunken vessels being lifted, destroyed or otherwise dealt with in the said river in the manner provided in this subsection:

Provided that in the event of the Port Authority—

- (i) in the course of dredging and deepening the bed and foreshore of the river Clyde encountering any boulder, block of stone or rock or obstruction the removal of which would or might cause injury to Bell's Bridge; or
- (ii) being under the necessity of removing a sunken vessel where such removal would or might cause injury to Bell's Bridge;

the Port Authority shall notify Scottish Enterprise before proceeding with the removal thereof and shall consult with the engineer of Scottish Enterprise as to the method to be adopted for the removal thereof. In the event of any difference arising as to the method to be adopted such difference shall be referred to arbitration, and the arbiter shall take into consideration on the one hand the safety of Bell's Bridge and on the other hand the necessity of keeping open the navigational and other facilities of the river Clyde, and any additional cost to the Port Authority in dredging and deepening or removing sunken vessels due to the adoption of such method of removal as may have been required by Scottish Enterprise or determined by the arbiter as aforesaid or such specified part of any such additional cost as the arbiter may determine shall be repayable by Scottish Enterprise and in addition Scottish Enterprise shall make good to the Port Authority any loss of revenue sustained by them and shall indemnify, free and relieve the Port Authority in respect of any claim or claims which may be made against them in consequence of the interruption of such navigational and other facilities of the said river due to the adoption of such method of removal as may have been required by Scottish Enterprise or determined by the arbiter as aforesaid:

Provided further that nothing in this subsection shall free and relieve the Port Authority in respect of liability to Scottish Enterprise for any such damage or injury which may be caused by negligence on the part of the Port Authority, their officers, servants, agents or contractors:

- (12) The owners and masters of vessels shall not be liable to make good any damage which may be caused to Bell's Bridge except such as may arise from the default or wilful act of such owners or masters or their servants or agents:
- (13) Scottish Enterprise shall cause Bell's Bridge to be opened at such times and for such periods as the Harbour Master or other official of the Port Authority may for the purpose of enabling the passage of vessels through the navigation channel direct upon giving to Scottish Enterprise not less than six hours' prior notice prior to the completion of the work and thereafter not less than two hours' prior notice between the hours of 8 a.m. and 8 p.m. or four hours' prior notice at all other times, notwithstanding that the use by pedestrians of Bell's Bridge may be prevented, delayed or interfered with by reason or in consequence thereof:

Provided that in cases of emergency Scottish Enterprise shall use their best endeavours to open Bell's Bridge, when requested by the Port Authority to do so in accordance with this paragraph, at shorter notice than the applicable period specified above:

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Provided further that if any vessel is detained at Bell's Bridge or its passage is delayed or obstructed by reason of Scottish Enterprise failing for whatsoever reason to open Bell's Bridge after being given notice so to do in accordance with this paragraph (other than in emergency conditions arising beyond the control of Scottish Enterprise, being conditions which would prevent or render unsafe the opening of Bell's Bridge) Scottish Enterprise shall be responsible for all loss and damage suffered by the Port Authority, the owners or charterers of vessels so detained, delayed or obstructed, and the owners of their cargoes, including in the case of the Port Authority loss of revenue, which may be occasioned to them through such detention, delay or obstruction and shall indemnify and free and relieve the Port Authority in respect of all claims and expenses which may be made against or incurred by the Port Authority by reason or in consequence of such detention, delay or obstruction:

- (14) (a) Scottish Enterprise shall cause Bell's Bridge to be kept in a good and safe state of maintenance, repair and working order and, subject to the proviso below, shall from time to time maintain, repair, renew, reinstate or rebuild Bell's Bridge regardless of the cause for it needing to do so;
- (b) All such works of maintenance, repair, renewal, reinstatement or rebuilding shall be carried out to the reasonable satisfaction of the Port Authority and shall be subject to any reasonable directions that may from time to time be given in writing by the Port Authority to Scottish Enterprise:

Provided that the Port Authority shall not unreasonably refuse or delay the grant of, or subject to unreasonable terms and conditions, a licence to Scottish Enterprise under section 25 (Licence to dredge) of the Clyde Port Authority Order 1965 to dredge any part of the bed and foreshore of the river Clyde as lies within the limits of deviation, if, in the reasonable opinion of the Port Authority, such dredging is necessary from time to time to enable Scottish Enterprise properly to perform their obligations under this paragraph, and if the application for the licence is made by Scottish Enterprise in accordance with the provisions of that section:

Provided further that nothing in this Order shall prevent Scottish Enterprise (if they so determine) from removing Bell's Bridge and, in that event, they shall as soon as reasonably practicable thereafter restore the site thereof to its former condition:

- (15) If at any time after the passing of the Act confirming this Order it is agreed between Scottish Enterprise and the Port Authority after taking into account any relevant data or circumstances, or in default of agreement, it is determined by arbitration, that—
- (a) any part of the river Clyde in the immediate vicinity of Bell's Bridge has silted up or has been subjected to scouring; and
- (b) such silting up or scouring has occurred or arisen as a result of Bell's Bridge or as a result of the construction, reconstruction, renewal or alteration of a tidal work; and
- (c) for the safety or convenience of navigation or for the protection of a tidal work, such silting up or scouring should be removed or, as the case may be, made good;

Scottish Enterprise shall pay to the Port Authority any additional expense to which the Port Authority may reasonably be put in dredging the river Clyde

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to remove the silting up, or in making good the scouring, in so far as it is attributable to a tidal work:

- (16) Scottish Enterprise shall from time to time during the construction of a tidal work and after the completion thereof provide, maintain and repair on or around Bell's Bridge and the dolphins and piers thereof, and the works connected with the construction of any tidal work, proper fenders, jetties or other works as may in the reasonable opinion of the Port Authority be necessary or expedient for the protection of Bell's Bridge or for the safety or convenience of vessels navigating thereby but so that the width of the navigation channel shall not be reduced to less than 35 metres:
- (17) (a) In the exercise of any of the powers granted to them by this Order Scottish Enterprise shall not lay any cable, wire or conduit in, under or over the navigation channel without the consent of the Port Authority:
- Provided that nothing in this section shall prevent Scottish Enterprise from affixing any cable, wire or conduit to Bell's Bridge for the operational purposes of Bell's Bridge;
- (b) A consent under sub-paragraph (a) above may be given subject to such terms and conditions as the Port Authority may reasonably consider necessary or appropriate:
- (18) On the completion of the work Scottish Enterprise shall as soon as practicable and not more than 7 days thereafter give notice thereof to the Port Authority and shall supply to the Port Authority without payment plans, sections and cross-sections showing the situation and levels of Bell's Bridge:
- (19) If there shall be any inconsistency between any plans or sections of a tidal work approved by the Port Authority or determined by arbitration under this section and the plans and sections approved by the Secretary of State under section 7 above, such tidal work shall be executed in accordance with the plans and sections so approved by the Secretary of State:
- (20) (a) Any notice or direction to be given under this Order to Scottish Enterprise by the Port Authority shall be given—
- (i) to the Company Secretary of Scottish Enterprise at the principal offices of Scottish Enterprise; or
  - (ii) in the event of Strathclyde Regional Council or a successor authority becoming the owner of Bell's Bridge or otherwise responsible for its operation or management, to the Area Engineer of Strathclyde Regional Council at Glasgow South, Roads Department, 20, India Street, Glasgow or to the appropriate engineer of that authority;
- or in any such case to such other person and at such other address (being an address in Scotland) as Scottish Enterprise or Strathclyde Regional Council or a successor authority (as appropriate) may specify after giving not less than 14 days' notice thereof to the Port Authority;
- (b) Any notice or other document to be given or delivered under this Order to the Port Authority by Scottish Enterprise shall be given or delivered—
- (i) to the Harbour Master of the Port Authority at their Estuary Control Ocean Terminal, in the case of plans, sections and specifications to be approved by the Port Authority pursuant to paragraph (2) above; and
  - (ii) to the Secretary of the Port Authority at their principal offices, in any other case;

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or in either case to such other person and at such other address (being an address in Scotland) as the Port Authority may specify after giving not less than 14 days' notice thereof to Scottish Enterprise:

- (21) (a) Any difference arising between Scottish Enterprise and the Port Authority under this section shall be determined by an arbiter to be mutually agreed upon between the parties, or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice in writing to the other;
- (b) All proceedings conducted by such an arbiter shall take place in Scotland and be governed by the law of Scotland, and the arbiter's decision shall be final and binding on both parties;
- (c) In conducting any proceedings the arbiter shall, without prejudice to any other powers available to him, have power—
- (i) to direct such surveys and inspections as may in his opinion be desirable to determine the dispute in question;
  - (ii) to order the execution of documents, the performance of works, the carrying out of repairs and the performance of any other obligation of Scottish Enterprise under this section; and
  - (iii) to award damages against either party for the benefit of the other:
- (22) Except as provided by this Order nothing in this Order shall prejudice or derogate from the estates, rights, interests, privileges, liberties or franchises of the Port Authority or prohibit, defeat, alter or diminish any power, authority or jurisdiction which the Port Authority do or may lawfully claim, use or exercise and in particular, but without prejudice to the generality of the foregoing, nothing herein contained shall authorise Scottish Enterprise in the exercise of the powers granted to them by this Order to take, use, enter upon or in any manner interfere with any land, hereditaments or any rights of whatsoever description (including any portion of the shore or bed of the river Clyde) belonging to the Port Authority.

#### *Management arrangements or transfer of ownership or control*

- 17 In the event of Scottish Enterprise entering into and carrying into effect agreements with respect to the construction, operation, management, maintenance and use of Bell's Bridge by any other person or transferring to any other person ownership and control of Bell's Bridge that person shall be subject to the same restrictions, liabilities and obligations to which Scottish Enterprise are subject under this Order and shall perform all of the duties of Scottish Enterprise under this Order.