

ELIZABETH II



1988 CHAPTER xxviii

An Act to empower Sealink Harbours Limited to construct works and to acquire land at Bath Side Bay, Harwich; to extend the limits of jurisdiction for Parkeston Quay; and for other purposes.

[27th October 1988]

WHEREAS—

(1) Sealink Harbours Limited (hereinafter referred to as “the Company”) is a company incorporated under the Companies Acts 1948 to 1980 and is a wholly owned subsidiary of Sealink U.K. Limited:

(2) The Company owns and operates, amongst other harbours, Parkeston Quay in the district of Tendring in the county of Essex and, by virtue of the British Rail Shipping and Harbour Scheme 1979 and the Sealink Harbours Scheme 1981 and the enactments under which those schemes were made, there are now vested in it the powers of the British Railways Board for the extension of Parkeston Quay under the British Railways Act 1971, as well as all other statutory powers, rights and liabilities comprised in the harbour undertaking: 1971 c. xlv.

(3) It is expedient that the Company should be empowered to construct, in the area of Bath Side, Harwich, the works authorised by this Act between Parkeston Quay and the train ferry berth of the Company at Harwich and to purchase the land referred to in this Act:

1983 c. vi.

(4) In pursuance of powers conferred by Part IV of the Parkeston Quay Act 1983 the Company has obtained a licence for the construction of a tanker terminal, comprising a jetty and jetty head, at the western end of Parkeston Quay and in order to provide for the effective regulation of vessels at, or in the approaches to, the jetty head, it is expedient to extend the area of jurisdiction exercised under the enactments relating to Parkeston Quay as provided in this Act:

(5) It is expedient that the other powers in this Act should be conferred upon the Company, including confirmation of its powers of disposal of property, and that the other provisions of this Act should be enacted:

(6) The purposes of this Act cannot be effected without the authority of Parliament:

(7) A plan and sections showing the lines or situations and levels of the works to be constructed under the powers of this Act, and a plan of the land authorised to be purchased or used by this Act, and a book of reference to such plan containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said land were duly deposited in the office of the Clerk of the Parliaments and in the Private Bill Office of the House of Commons and with the Chief Executive and Clerk of the Essex County Council, which plan, sections and book of reference are respectively referred to in this Act as the deposited plan, the deposited sections and the deposited book of reference:

May it therefore please Your Majesty that it may be enacted, and be it enacted, by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:—

Short title.

1. This Act may be cited as the Harwich Parkeston Quay Act 1988.

Interpretation.

1847 c. 27.

2.—(1) In this Act, unless the context otherwise requires—

“the Act of 1847” means the Harbours, Docks, and Piers Clauses Act 1847;

“the Act of 1983” means the Parkeston Quay Act 1983;

“the authorised works” means the works and operations authorised by section 4 of this Act, and any works

constructed for or in connection with or ancillary to those works; and includes the same as altered or reconstructed, and any land reclaimed under that section;

“the Company” means Sealink Harbours Limited;

“existing” means existing at the commencement of this Act;

“the harbour undertaking” means the undertaking of the Company authorised by the Harwich Parkeston Quay enactments;

“the Harwich Parkeston Quay enactments” means the enactments specified in Schedule 1 to this Act and this Act;

“the level of high water” means the level of mean high-water springs;

“the limits of deviation” means the limits of deviation shown on the deposited plan;

“the river” means the river Stour;

“tidal work” means so much of the authorised works as is on, under or over tidal waters or tidal lands below the level of high water;

“Trinity House” means the Corporation of Trinity House of Deptford Strond.

(2) All directions, distances and lengths stated in any description of works, powers or lands shall be construed as if the words “or thereabouts” were inserted after each such direction, distance and length.

(3) Unless the context otherwise requires—

(a) any reference in this Act to a work identified by the number of such work shall be construed as a reference to the work of that number authorised by this Act;

(b) map reference lines or points specified in this Act are Ordnance Survey National Grid reference lines or points.

3.—(1) Part I of the Compulsory Purchase Act 1965 (except sections 4 and 27 thereof and paragraph 3 (3) of Schedule 3 thereto), in so far as it is applicable for the purposes of this Act and is not inconsistent with the provisions thereof, shall apply to the compulsory purchase of land under this Act as it applies to a compulsory purchase to which Schedule 1 to the Acquisition of Land Act 1981 applies and as if this Act were a compulsory purchase order under the said Act of 1981.

Application
of Part I of
Compulsory
Purchase
Act 1965.
1965 c. 56.

1981 c. 67.

(2) In section 11 (1) of the Compulsory Purchase Act 1965 (which empowers the acquiring authority to enter on and take

possession of land the subject of a notice to treat after giving not less than fourteen days' notice), as so applied, for the words "fourteen days" there shall be substituted the words "three months".

1845 c. 18.

(3) The Lands Clauses Consolidation Act 1845 shall not apply to the purchase of land under this Act.

Power to
make works.

4.—(1) Subject to the provisions of this Act, the Company may, in the lines or situations shown on the deposited plan and according to the levels shown on the deposited sections, make and maintain the works hereinafter described, with all necessary works and conveniences connected therewith, partly in the parishes of Harwich and Ramsey and Parkeston, in the district of Tendring, in the county of Essex, and partly on the foreshore and bed of the river adjacent thereto—

Work No. 1—A quay wall commencing by a junction with the existing quay wall of Parkeston Quay at its eastern end, passing eastwards to a point 80 metres west-south-west of the end dolphin of the existing train ferry berth, Harwich, then passing due north for a distance of 52 metres, then passing east and south-east along the existing berthing face of the southern arm of the said train ferry berth to its landward abutment, then passing north-east on the line of the face of the said abutment and terminating at a point on the river wall 180 metres south of the riverward end of Trinity Pier;

Work No. 2—A culvert for the diversion of the Dovercourt Dock River commencing in the existing outfall chamber of that river immediately east of the bridge carrying the Manningtree and Harwich railway over that river, passing northwards and terminating at an outfall in the quay wall (Work No. 1) at a point 60 metres east of the commencement of that work.

(2) The Company may, within the limits of deviation, from time to time alter, or reconstruct temporarily or permanently the authorised works.

(3) The Company may fill in and reclaim, or complete the reclamation of, so much of the foreshore and bed of the river as is situated within the limits of deviation landward of the line of Work No. 1, and may hold and use, as part of the harbour undertaking or for other purposes of the Company, so much thereof as is required for or in connection with those purposes and, subject to section 20 of this Act, may hold and use or dispose of the remainder for other purposes.

1976 c. 70.

(4) For the purposes of section 29 of the Land Drainage Act 1976 (as to structures in, over or under watercourses) as applying to the construction of the authorised works, any

consent or approval by the Anglian Water Authority given or deemed to be given under any provision of this Act with respect to the erection of any structure shall be deemed also to constitute a consent or approval under the said section 29 as respects the erection of that structure.

5. The Company may, in connection with the authorised works, from time to time construct or place and maintain in, under or over any of the land within the limits of deviation, all such works and conveniences subsidiary or ancillary to the authorised works and all such appliances, railways, machinery and apparatus as it may from time to time deem necessary or convenient for any purpose of, or in connection with, those works or the accommodation of vessels and traffic thereat.

Power to
make
subsidiary
works.

6.—(1) The Company may (subject to the consent required by section 34 (Crown rights) of the Act of 1983 as applied by section 16 of this Act) from time to time deepen, dredge, scour, cleanse, alter and improve the bed, channel and foreshore of the river in the vicinity of the authorised works and the approaches thereto, and blast any rock therein, for the purpose of constructing and maintaining those works and obtaining, preserving and improving uninterrupted access to and from those works or any other part of the harbour undertaking.

Power to
dredge.

(2) Any materials taken up or collected in the course of such operations shall (subject to the consent required by the said section 34) be the property of the Company and may be used, sold, removed, deposited or otherwise disposed of as the Company may think fit:

Provided that no such materials shall be deposited below the level of high water except in accordance with—

- (a) such conditions and restrictions as may be approved by the Secretary of State; and
- (b) Part II of the Food and Environment Protection Act 1985.

1985 c. 48.

7. In the execution of any part of the authorised works the Company may deviate 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 3 metres upwards and to such extent downwards as may be found necessary or convenient.

Power to
deviate.

8.—(1) The following provisions of the Act of 1983 relating to the construction of works shall, with the necessary modifications, apply to the authorised works as they apply to the works authorised by that Act:—

Application
of works
provisions
of Act of
1983.

Section 9 (Underpinning of buildings near works);

- Section 10 (Use of sewers, etc., for removing water);
- Section 11 (Tidal works not to be executed without approval of Secretary of State);
- Section 12 (Survey of tidal works);
- Section 13 (Lights on tidal works during construction, etc.);
- Section 14 (Permanent lights on tidal works);
- Section 15 (Abatement of works abandoned or decayed);
- Section 16 (Provision against danger to navigation);
- Section 17 (Defence of due diligence).

1974 c. 40. (2) (a) In subsection (3) of the said section 10, for paragraph (a) and the words from the beginning of paragraph (b) to "section 31" where secondly occurring, there shall be substituted the words "section 31 of the Control of Pollution Act 1974".

(b) In the said sections 11 to 16 the words "tidal work" have the meaning given by section 2 of this Act.

Extent of
Parkeston
Quay and
limits of
jurisdiction.
1874
c. cxxviii.

9.—(1) The authorised works and the train ferry berth, Harwich, shall form part of Parkeston Quay and the provisions of the Great Eastern Railway Act 1874 and all other provisions in the Harwich Parkeston Quay enactments shall (so far as the same are applicable and are not inconsistent with or varied by the provisions of this Act) apply as if the said works and berth had been authorised by the said Act of 1874.

(2) The limits of jurisdiction for Parkeston Quay shall be extended to include the area west of the western end of Parkeston Quay specified in subsection (3) (a) below and the area off the authorised works and the existing train ferry berth, Harwich, specified in subsection (3) (b) and (c) below.

(3) In its application to the harbour undertaking, including any ancillary works constructed under Part IV of the Act of 1983, the expression "the prescribed limits" in the Act of 1847 shall mean:—

1984 c. xx.

- (a) in relation to Parkeston Quay as existing, the distance to a line measured riverward 200 metres from any part of the face of the quay (as provided in Part V of the British Railways (No. 2) Act 1984) continuing to the level of mean low-water springs west of the western end of the quay by a line so measured 200 metres from a point on the line of the face of the quay wall 30 metres west of the western end of the quay wall;
- (b) in relation to so much of the quay wall (Work No. 1) as constructed as lies west of the point marked D on the deposited plan, the distance to a line measured

riverward 50 metres from any part of the face of the quay wall; and

- (c) in relation to the train ferry berth, the distance to a line from the riverward end of the long berthing arm of the berth to a point 22 metres due west (at reference point TM 25627 32713), thence passing to a point 68 metres due north (at reference point TM 25627 32781), thence in a north-easterly direction to the riverward end of Trinity Pier and thence southward along the western face of that pier and the level of high water from the landward end of that pier to the landward end of the train ferry berth or (as the case may be) the termination of so much of the quay wall (Work No. 1) as constructed as lies east of the said point marked D.

10.—(1) So much of the authorised works as is outside the area of the petty sessional division of Harwich in the county of Essex shall be deemed to be within that area. Works to be within parishes, etc.

(2) Any part of the authorised works which is not within either the parish of Harwich or the parish of Ramsey and Parkeston, in the district of Tendring, in the county of Essex, shall be deemed to be within that one of those parishes to which it is nearer.

11. Subject to the provisions of this Act, the Company may purchase compulsorily and use such of the land delineated on the deposited plan and described in the deposited book of reference as it may require for the purposes of the authorised works or for any purpose connected with or ancillary to the harbour undertaking or other purposes. Purchase of land.

12. The powers of the Company for the compulsory purchase of the land and rights over land which it is authorised by this Act to purchase shall cease on 31st December 1991. Time for purchase of land and rights over land.

13.—(1) The following provisions of the Act of 1983 relating to the acquisition of lands or rights thereover shall, with the necessary modifications, apply to the land delineated on the deposited plan and described in the deposited book of reference as they apply to the land therein referred to:— Application of land purchase provisions of Act of 1983.

Section 21 (Purchase of rights over land);

Section 23 (Disregard of recent improvements and interests);

Section 24 (Correction of errors in deposited plans and book of reference);

the Schedule.

(2) In subsection (2) of the said section 21, for the reference to section 20 of the Act of 1983, there shall be substituted reference to section 11 of this Act.

Application of
Part IV of Act
of 1983.

14. So much of the authorised works and of the river as lies within the limit of ancillary works shown on the deposited plan, and is not within the area designated in section 25 of the Act of 1983, shall be added to the area so designated, and accordingly the provisions of Part IV (Ancillary works) of that Act shall have effect in relation to so much of the authorised works as is within that limit as works designated in the said section 25.

Power to
dispose of
undertaking.

15. The Company may sell, lease, charge or otherwise dispose of, on such terms and conditions as it thinks fit, the whole or any part of the harbour undertaking, and in that event the purchaser, lessee, chargee or other transferee, as the case may be, shall have and may exercise, to the extent authorised by his conveyance, lease, charge or instrument of transfer, all or any of the powers conferred upon the Company by or under the Harwich Parkeston Quay enactments, subject to all the restrictions, liabilities and obligations in respect thereof to which the Company is subject, and shall to that extent perform all the functions of the Company under those enactments.

Application of
protective
provisions of
Act of 1983.

16.—(1) The following protective provisions of the Act of 1983 shall, with the necessary modifications, apply for the purposes of this Act subject to the modifications specified in subsection (2) below:—

Section 28 (For protection of British Telecommunications);

Section 29 (For protection of conservancy and navigation in Harwich Harbour);

Section 32 (For protection of electricity, gas and water undertakers);

Section 33 (Saving for Trinity House);

Section 34 (Crown rights).

(2) (a) In the said section 28, for the reference to section 6 of the Act of 1983, there shall be substituted reference to section 6 of this Act.

(b) In the said section 29, for the references to sections 5, 6 and 18 of the Act of 1983, there shall be substituted references to sections 5, 6 and 9 respectively of this Act, and the words “tidal work” have the meaning given by section 2 of this Act.

(c) In the said section 32—

(i) references to the Eastern Electricity Board shall be omitted.

(ii) for the purposes of paragraphs (10) to (13) of that section, reference in paragraph (10) to apparatus the removal of which has not been required shall include apparatus of a public gas supplier within the meaning

of Part I of the Gas Act 1986 situated within 50 metres of the works mentioned in that paragraph whether or not that apparatus is situated within the limits of deviation; and

(iii) there shall be inserted the following paragraph:—

“(14) Before operations for blasting any rock are carried out under section 6 of the Harwich Parkeston Quay Act 1988 within 150 metres of any apparatus belonging to or maintained by a public gas supplier, the Company shall give in writing to that supplier not less than 28 days’ notice of its intention to do so.”.

(3) The said section 33 shall have effect subject to express provision for the protection of Trinity House in this Act.

17. For the further protection of Trinity House the following provisions shall, unless otherwise agreed in writing between the Company and Trinity House, apply and have effect:—

For further protection of Trinity House.

(1) In this section—

“Trinity Pier” means the Trinity Pier of Trinity House as existing;

“Trinity Pier protected area” means the area between the pier and an imaginary line drawn from the riverward end of the pier to a point 30 metres due east thereof, turning westwards and southwards along a line 30 metres distant from the northern end and western face of the pier to the point at which that line is crossed by the limits of deviation, thence passing straight to a point 11 metres south-west of the point marked F on that plan measured along the line shown thereon between the points marked E and F, and thence passing by the shortest line to the riverward face of the quay at the landward end of the pier.

(2) Notwithstanding anything in section 4, 5 or 7 of this Act or shown on the deposited plan, no part of the quay wall (Work No. 1) which lies between the points D and E on that plan shall be situated more than 30 metres north-east of that line nor shall any part of that quay wall be situated within the Trinity Pier protected area.

(3) Except with the consent of Trinity House, which consent shall not be unreasonably withheld—

(a) no works shall be carried out within the Trinity Pier protected area under section 4 or 5 of this Act, or under Part IV of the Act of 1983 as extended by section 14 of this Act; and

(b) no dredging operations shall be carried out within the Trinity Pier protected area under this Act and no such operations shall be permitted which involve dredging to any depth lower than the inclined plane within that area which is 4.5 metres below Chart Datum at the side of the area nearest to the pier and 8 metres below Chart Datum at the side of the area furthest from the pier.

1845 c. 20.

(4) No part of Trinity Pier shall be acquired by the Company under this Act and the powers of sections 30 to 44 of the Railways Clauses Consolidation Act 1845 (as incorporated by section 25 of Part IV of the Act of 1983 and extended by section 14 of this Act) shall not be exercised in relation to the pier; but Trinity House shall use their best endeavours to grant for such period as may be reasonably required such rights in the land and quay forming part of the landward end of the pier situate south of an imaginary line drawn from east to west at the point marked F on the deposited plan, or in such other area of land as may be agreed between the Company and Trinity House, as may be reasonably required for use by the Company as a working site during the construction of works incidental to the keying in of the termination of Work No. 1 to the structures of the river wall at the root end of Trinity Pier and for access thereto.

(5) The rights granted for the use of the land and quay as a working site during the construction of the authorised works and for access thereto as mentioned in paragraph (4) above shall be subject to the following conditions:—

(a) (i) the Company shall give to Trinity House not less than 56 days' notice of its intention to use the working site, together with plans, sections and all reasonable particulars (hereinafter referred to as "the plans") of the works of keying in referred to in paragraph (4) above and shall not commence those works and operations until the plans have been approved by Trinity House or, in the case of difference, until they have been settled by arbitration;

(ii) the approval by Trinity House of plans so submitted shall not be unreasonably withheld and, if Trinity House do not within 28 days after the submission of any such plans signify to the Company their disapproval, they shall be deemed to have approved them;

(b) the obtaining of such consents as Trinity House may be obliged to obtain under the terms of the lease or other document under which Trinity House holds their interest in Trinity Pier;

(c) those works and operations shall, when commenced, be carried out with all reasonable dispatch and the working site shall be vacated by the Company as soon as practicable after completion of those works and operations;

(d) those works and operations shall be carried out in such manner as to cause as little damage as may be to Trinity Pier and as little interruption as may be to the use of the pier by vessels;

(e) if as a result of the use by the Company of the working site and the carrying out of those works and operations any damage to Trinity Pier shall be caused the Company shall make good such damage and pay to Trinity House all reasonable expenses to which they may be put by reason thereof:

Provided that nothing in this sub-paragraph shall impose any liability on the Company with respect to any damage or expense which is attributable to the neglect or default of Trinity House or their servants or agents;

(f) the Company shall afford reasonable facilities to any officer of Trinity House for access to the working site and shall supply him with all such information as he may reasonably require with regard to the use of the site by the Company;

(g) such other terms and conditions (including any such imposed by any reversioner) as Trinity House shall reasonably require;

(h) the Company shall be responsible for, and make good to Trinity House, all costs, charges, damages and expenses not otherwise provided for in these conditions (including, without prejudice to the generality of the foregoing, any sums whether periodic or otherwise payable to any reversioner) which may be occasioned to Trinity House—

(i) by reason of the use of the working site and the carrying out of works and operations on the working site; or

(ii) by reason of any act or omission of the Company, or of any person in its employ, or of its contractors or others on the working site while in use as such by the Company;

and the Company shall indemnify Trinity House from and against all claims and demands arising out of, or in connection with, the use of the working site and the carrying out of those works or operations or any such act or omission as aforesaid, and the fact that any act or thing may have been done in accordance with alterations to works or with particulars approved by Trinity House, or in accordance with any requirement of Trinity House, shall not (unless it was attributable to the neglect or default of Trinity House, or of any person in their employ, or of their contractors or agents) excuse the Company from any liability under this sub-paragraph:

Provided that Trinity House shall give to the Company reasonable notice in writing of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of the Company.

- (6) Any difference arising between the Company and Trinity House under this section (other than a difference as to its meaning or construction) shall be determined by arbitration.

For further protection of harbour authorities in Harwich Harbour.

18. For the protection of the Harwich Harbour Board, the Felixstowe Dock and Railway Company, Harwich Dock Company Limited and Trinity House the following provisions shall, unless otherwise agreed in writing between the Company and the protected interests, apply and have effect:—

- (1) In this section—

“the protected area” means so much of the river as lies eastward of the map reference line TM 22200 East, so much of the river Orwell as lies southward of the map reference line TM 35000 North and the common estuary of the rivers Stour and Orwell and the navigation approaches thereof;

“the protected interests” means the Harwich Harbour Board, the Felixstowe Dock and Railway Company, Harwich Dock Company Limited and Trinity House, or any of them;

“the specified works” means any of the authorised works which are tidal works, and includes any operations carried out under the powers of section 6 of this Act in execution of the powers of subsection (3) of section 4 of this Act:

- (2) If, during the construction of the specified works on the foreshore or bed of the river, or of any temporary

structures in connection therewith, or within five years after the completion of the specified works or the removal of such temporary structures, there shall be caused or created within the protected area any accumulation of silt or other material, or any scouring or alteration of the tidal flow in the river, in consequence of—

(a) the construction of the specified works or such temporary structures; or

(b) dredging carried out in connection with the construction of, or to afford access for vessels to, the specified works;

and that accumulation, scouring or alteration of tidal flow causes either damage to the harbour works of the protected interests or an impediment to the free navigation of the protected area or prejudices safe navigation or berthing in that area, the Company, if so requested by the protected interests within the period of five years after such completion, shall remove such accumulation of silt or other material or, as the case may be, repair such damage or otherwise carry out such works or take such action as it may consider necessary for the removal of the impediment or the restoration of safe navigation and berthing, and, if it fails to do so, the protected interests may themselves cause the work to be done and may recover from the Company the reasonable cost incurred by them in doing so:

- (3) If any such accumulation, scouring or alteration of the tidal flow arises within the said period of five years and is removed or remedied in accordance with paragraph (2) above, then any recurrence of such accumulation, scouring or alteration of the tidal flow shall from time to time be removed or otherwise remedied as aforesaid during a period of 10 years after the completion of the specified works or the removal of such temporary structures, as the case may be:
- (4) The Company shall repay or, as the case may be, keep the protected interests indemnified against all damages, losses, costs and expenses which they may directly or indirectly sustain, or be liable for, or reasonably and properly incur, by reason or in consequence of any injury or damage which may be caused or may result to any harbour works or property of the protected interests, or as a result of any interference in the operation thereof, by or in consequence of any such accumulation, scouring or alteration of the tidal flow:

Provided that the protected interests shall give to the Company notice of any claim or demand made against them which, in the opinion of the protected interests is a claim or demand for which the Company may be liable under this paragraph, and no settlement or compromise of any such claim or demand shall be made without the consent in writing of the Company:

- (5) Any difference arising between the Company and the protected interests under this section (other than a difference as to its meaning or construction) shall be determined by arbitration.

For protection
of Anglian
Water
Authority.

19. For the protection of the Anglian Water Authority (in this and the next following section referred to as "the Authority") the following provisions shall, unless otherwise agreed in writing between the Company and the Authority, apply and have effect:—

- (1) In this section—

"construction" includes execution and placing;

"the engineer" means an engineer appointed by the Authority;

"plans" includes sections, drawings and specifications;

"specified work" means the culvert for the diversion of the Dovercourt Dock River (Work No. 2) and any works constructed for or in connection with that work, including construction of a chamber at the landward end of the culvert:

- (2) The Company shall not—

(a) fill in or reclaim under the powers of this Act any part of the foreshore and bed of the Dovercourt Dock River or;

(b) carry out any part of the construction of Work No. 1 east of a point on the line of that work 180 metres east of its commencement;

until it shall have constructed the culvert (Work No. 2) with an internal diameter not less than 1.8 metres to the reasonable satisfaction of the Authority:

- (3) Not less than 56 days before commencing the specified work the Company shall submit plans of the work to the Authority for their approval and shall not commence the specified work until the plans have been approved by the Authority or, in the case of difference, until they have been settled by arbitration:

- (4) The approval by the Authority of plans so submitted shall not be unreasonably withheld and if the Authority do not within 56 days after the submission of any such plans give notice to the Company of their disapproval, stating the grounds for disapproval, they shall be deemed to have approved the plans as submitted:
- (5) If within 56 days after such plans have been submitted to them the Authority give notice to the Company that it is reasonably necessary for the Authority themselves to construct any part of the specified work, then, if the Company desires the specified work to be constructed, the Authority shall construct that part of that work with all reasonable dispatch on behalf of, and to the reasonable satisfaction of, the Company in accordance with the plans approved or deemed to be approved or settled as aforesaid:
- (6) Upon signifying their approval or disapproval of the plans the Authority may specify any temporary or permanent works which should be carried out before the commencement of, or during, construction of the specified work to ensure the stability of the work and provide for the free flow of the Dovercourt Dock River, and such temporary or permanent works as may be reasonably necessary for those purposes shall be constructed by the Company or, if the Authority so elect, by the Authority with all reasonable dispatch, and the Company shall not commence or, as the case may be, continue construction of the specified work until the engineer shall have notified the Company that the temporary or permanent works have been completed:
- (7) The Company shall give to the engineer not less than 28 days' notice of its intention to commence construction of the specified work and also, except in emergency, when it shall give such notice as may be reasonably practicable, of its intention to carry out any works for the repair or maintenance of the specified work:
- (8) Construction of the specified work shall, when commenced, be carried out with all reasonable dispatch in accordance with the plans approved or deemed to be approved or settled as aforesaid and under the supervision (if given), and to the reasonable satisfaction, of the engineer, and in such manner as to cause as little damage as may be to other drainage works of the Authority and as little interference with or interruption to the flow of the Dovercourt Dock River as may be:

- (9) If as a result of the construction of the specified work any damage to any such drainage works or any such interference with or interruption of flow shall be caused, the Company shall, notwithstanding any such approval as aforesaid, make good such damage and pay to the Authority all reasonable expenses to which they may be put and compensation for any loss which they may sustain by reason of any such damage, interference or interruption:

Provided that nothing in this paragraph shall impose any liability on the Company with respect to any damage, cost, expense or loss which is attributable to the neglect or default of the Authority or their servants or agents:

- (10) The Company shall at all times afford reasonable facilities to the engineer for access to the specified work during its construction and shall supply him with all such information as he may reasonably require with regard to the specified work or the method of construction of the work:
- (11) The Authority shall at all times afford reasonable facilities to the Company and its agents for access to any works carried out by the Authority under paragraph (5) or (6) above, and shall supply the Company with such information as it may reasonably require with regard to the work or the method of construction of the work:
- (12) (a) The specified work when completed in accordance with the foregoing provisions of this section shall be maintained as an efficient part of the land drainage system of the Authority's area capable at all times of passing a flow of not less than 5.66 cubic metres per second, by and at the expense of the Company to the reasonable satisfaction of the Authority, and the Company shall, as soon as possible after the receipt of notice from the Authority specifying any defect in or failure of the specified work, remedy the same;
- (b) If, after the specified work has been completed and is functioning to the reasonable satisfaction of the Authority, the Authority make application for the variation of their main river map by the designation of the specified work as main river, the Company shall make no objection to the application;
- (c) The designation of the specified work as main river shall not relieve the Company from its liability under sub-paragraph (a) above to maintain the specified

work and that liability shall continue without prejudice to the powers exercisable by the Authority in relation to the specified work as main river:

- (13) No liability shall attach to the Authority in respect of any loss or damage suffered by the Company, or any person permitted access to any land within the limits of deviation, by reason of flooding of, or passage of water over, such land arising from the discharge by pumping by the Authority in exercise of their statutory responsibilities from the outfall chamber of the Dovercourt Dock River or elsewhere at any time when the culvert (Work No. 2) is damaged or obstructed or otherwise out of full service for any reason other than the act of the Authority, their servants or agents;

In this paragraph "the Company" includes persons deriving title from it as owners and occupiers for the time being of any part of the lands within the limits of deviation:

- (14) Subject to any requirement which may be made under section 15 of the Act of 1983 as applied by section 8 of this Act (abatement of abandoned works), if the Company fails to maintain the specified work in accordance with paragraph (12) (a) above, the Authority may carry out such works of maintenance as are required, and the costs, charges and expenses reasonably incurred by the Authority in that behalf (together with interest at a reasonable rate from the date of demand until payment) shall be recoverable from the Company:
- (15) The Company shall repay all costs, charges and expenses reasonably incurred by the Authority in constructing any part of the specified work on behalf of the Company as provided by paragraph (5) above or in constructing any temporary or permanent works under paragraph (6) above:
- (16) (a) The Company shall be responsible for, and make good to the Authority, all costs, charges, damages and expenses (including a proper proportion of the overhead charges of the Authority) not otherwise provided for in this section or agreed between the parties, which may be occasioned to the Authority—
- (i) arising from the approval of plans and the supervision by the engineer of construction of the specified work;
 - (ii) by reason of the construction of the specified work or the leakage or failure thereof; or

(iii) by reason of any act or omission of the Company, or of any person in its employ, or of its contractors or others whilst engaged upon the construction of the specified work;

and the Company shall indemnify the Authority from and against all claims and demands arising out of, or in connection with, the construction of the specified work or any such leakage, failure, act or omission as aforesaid;

(b) The fact that any act or thing may have been done in accordance with plans approved by the engineer, or in accordance with any requirement of the engineer or under his supervision, shall not (if it was not attributable to the neglect or default of the Authority, or of any person in their employ, or of their contractors or agents) excuse the Company from any liability under the provisions of this paragraph;

(c) The Authority shall give to the Company reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of the Company:

(17) All costs, charges, expenses, damages, compensation and other sums recoverable from the Company under paragraphs (9), (14), (15) and (16) above shall be recoverable from the Company or the persons deriving title from the Company as owners of a legal estate in any of the lands within the limits of deviation for Work No. 2:

(18) (a) If before the specified work has been completed to the reasonable satisfaction of the Authority the Company proposes to carry out any work of filling in or reclamation under section 4 (3) of this Act, the Company shall, not less than 56 days before commencing the work, submit plans of the work to the Authority for their approval, and shall not commence the work of filling in or reclamation until the plans have been approved or, in the case of difference, until they have been settled by arbitration;

(b) The approval by the Authority of plans so submitted shall not be unreasonably withheld but may be given subject to reasonable conditions for the protection of the stability and efficiency of the existing Dovercourt Dock River, including conditions—

(i) as to the materials for, and manner of carrying out, that filling in or reclamation;

(ii) requiring the carrying out of such temporary or permanent works which should be carried out

- before the commencement of, or during the filling in or reclamation to ensure its stability;
- (c) If the Authority do not within 56 days after the submission of plans under sub-paragraph (a) above give notice to the Company of their disapproval, stating the grounds for disapproval, they shall be deemed to have approved the plans as submitted;
- (d) Any work of filling in or reclamation to which this paragraph applies shall be carried out in accordance with the plans approved or deemed to be approved or settled as aforesaid and the provisions of paragraphs (7), (10) and (16) of this section so far as applicable shall apply to the carrying out of any such work as they apply to the construction of the specified work:
- (19) On the submission to the Harwich Harbour Board of plans of any tidal work under section 29 of the Act of 1983 as applied by section 16 of this Act, the Company shall supply to the Authority copies of the plans so submitted (not being a plan submitted under paragraph (18) above) and, if in accordance with paragraph (6) of the said section 29 the Company notifies the said board of any alteration of plans approved or settled under that section, a copy of any such notice shall be given to the Authority:
- (20) (a) Except with the consent of the Authority the Company shall not at any time erect, alter or extend any building, structure, roadway or other paved area, or any permanent apparatus (whether in pursuance of the powers of section 5 of this Act, Part IV of the Act of 1983 or otherwise) or place anything—
- (i) over or within 9 metres of any part of the specified work so as to obstruct access to that work within that space; or
 - (ii) over or within 5 metres of any part of the specified work so as to impose on the specified work any load in excess of that which it is designed to bear as specified in the plans of that work approved by the Authority or settled by arbitration under paragraph (3) above;
- (b) On an application for a consent under this paragraph the Authority may require the submission of plans for approval;
- (c) For the purposes of sub-paragraph (a) above consent is hereby given to—
- (i) the stacking of cargo containers so that not more than one container is atop another; and

- (ii) the laying and alteration of roadways or other paved areas in accordance with conditions agreed between the Company and the Authority;
- (d) A consent or approval under sub-paragraph (a) or (b) above may be given subject to any reasonable condition as to the time at which and the manner in which any work is to be carried out, but shall not be unreasonably withheld;
- (e) If, within 56 days after application for a consent or the submission of plans for approval under this paragraph, the Authority do not give notice to the Company that the application is refused, stating the grounds for refusal, they shall be deemed to have given the consent in the terms applied for or, as the case may be, approved the plans as submitted;
- (f) If the Company carry out any work in contravention of this paragraph, the Authority may, after notice to the Company, remove or alter the work and recover from the Company expenses reasonably incurred in doing so:
- (21) Any difference arising between the Company and the Authority under this section (other than a difference as to its meaning or construction) shall be determined by arbitration.

For further protection of Anglian Water Authority.

20. For the further protection of the Authority the following provisions shall, unless otherwise agreed in writing between the Company and the Authority, apply and have effect:—

(1) In this section—

“specified works” means any part of the authorised works (including any works and operations authorised by sections 5, 6 and 14 of this Act) the carrying out of which will or may affect the stability or integrity of any tidal defence work or impair the proper functioning of any outfall;

“tidal defence work” means a work of any kind constructed or maintained by the Authority for or in connection with the protection of any part of their area against inundations from the overflow of the river;

“outfall” means—

(a) any existing land drainage outfall for which the Authority are responsible; or

(b) any sewer, pipe or drain provided for groundwater, surface water or storm overflow sewerage;

which passes within or through the limits of deviation and discharges into the river;

“the restricted area” is either a strip of land 4 metres wide east of the line of the western limit of deviation between the point of commencement of Work No. 1 and reference point TM 24800 31770 or such other area of land designated for tidal defence works as may be agreed between the Authority and the Company whether or not, in either case, including any area of land specified in paragraph (20) (a) of section 19 of this Act;

“plans” includes sections, drawings and specifications;

“the Fernlea Road pumping station” means the foul sewage pumping station maintained by the Authority in Fernlea Road, Harwich;

“the Parkeston pumping station” means the foul sewage pumping station maintained by the Authority adjacent to the existing roundabout on the A120 trunk road at Parkeston;

“the new sewer” means any foul water sewer or sewers leading from the land within the limits of deviation and discharging into either the Fernlea Road pumping station or the Parkeston pumping station as, in their reasonable opinion, the Authority shall determine, and shall include all necessary pumps and ancillary apparatus;

“the protected area” has the same meaning as in section 18 of this Act:

(2) (a) For the purpose of securing—

(i) the stability and integrity of existing tidal defence works; and

(ii) proper and effective outfalls for continuing the existing discharges of water and storm overflow sewage into the river;

the Company shall, not less than 56 days before commencing the construction of any part of the specified works, submit to the Authority plans of such works for their approval;

(b) The said plans shall include arrangements for the extension or interception of all outfalls affected by any such part of the specified works from the existing points of discharge of those outfalls or, with the consent of the Authority which shall not be unreasonably withheld, the substitution for any such outfalls of a new outfall discharging into the river;

- (c) In this paragraph "existing" means existing six months before the commencement of the construction of the works in question:
- (3) The approval by the Authority of plans submitted shall not be unreasonably withheld and, if the Authority do not within 56 days after the submission of any such plans give notice to the Company of their disapproval stating the grounds for disapproval, they shall be deemed to have approved the plans submitted:
 - (4) The specified works shall be carried out in accordance with such plans as may be approved, or deemed to be approved, by the Authority or determined by arbitration under this section:
 - (5) Upon signifying their approval or disapproval of the plans the Authority may specify any temporary or permanent works which should be carried out for any purpose stated in paragraph (2) above before the commencement, or during the course, of construction of the specified works or part thereof, and such temporary or permanent works as may be agreed, or in default of agreement, determined by arbitration shall be constructed by the Company in connection with the specified works:
 - (6) The Company shall afford reasonable facilities to the engineer of the Authority for access to the specified works and shall supply him with such information as he may reasonably require with regard to the specified works and any such works which the Company may, in accordance with paragraph (5) above, be required to construct in connection therewith:
 - (7) Except with the consent of, and (if so required by the Authority) in accordance with plans approved by, the Authority, the Company shall not at any time erect or extend any building, structure or permanent apparatus (whether in pursuance of the powers of section 5 of this Act, Part IV of the Act of 1983 or otherwise)—
 - (a) within the restricted area (to the intent that that area shall be left clear for the construction of any tidal defence work which the Authority may resolve to construct); or
 - (b) within 5 metres of any tidal defence work;
 - (c) above an outfall (including an outfall extended, intercepted or substituted as provided in paragraph (2) (b) above) or within 3 metres thereof (measured laterally therefrom in plan at the surface of the land) or as to impose any load on an outfall;

and, except with the consent of the Authority, no part of the culvert (Work No. 2) shall be constructed within 5 metres of any part of the restricted area:

- (8) The Company shall not, except with the consent of the Authority, at any time carry out any excavation in, under or through any tidal defence work or any other excavation exceeding 2 metres in depth within 20 metres of any part of a tidal defence work:
- (9) A consent or approval under paragraph (7) or (8) above may be given subject to any reasonable condition as to the time at which and the manner in which any work is to be carried out, but such consent or approval under paragraph (7) (b) or (8) shall not be unreasonably withheld:
- (10) If, within 56 days after application for a consent or the submission of plans for approval under paragraph (7) or (8) above, the Authority do not give notice to the Company that the application is refused stating the grounds for refusal, they shall be deemed to have given the consent in the terms applied for or, as the case may be, approved the plans as submitted:
- (11) (a) After the completion of the authorised works or any part thereof all foul sewage (other than trade effluent) arising from any development within the limits of deviation shall be discharged into the new sewer to be provided at the expense of the Company;
- (b) Nothing in sub-paragraph (a) above shall be taken to prevent the discharge of trade effluent into the new sewer in accordance with the provisions of the Public Health (Drainage of Trade Premises) Act 1937; 1937 c. 40.
- (c) The Company shall pay to the Authority all costs, charges and expenses reasonably incurred by the Authority in making any such improvement or increase in the capacity of the sewerage and sewage treatment system serving the area in which the land within the limits of deviation is situated as may be reasonably necessary in consequence of the discharge of the contents of the new sewer into the public sewerage system:

Provided that no such payment by the Company to the Authority shall be required under this sub-paragraph in respect of any such improvement or increase in capacity which is necessitated in consequence of such discharge if and in so far as the discharge does not exceed in strength or volume the discharge of domestic sewage then to be expected from a resident population of 1,500 persons;

(d) Costs, charges and expenses payable by the Company under paragraph (c) above shall be recoverable by the Authority from the Company, or from persons deriving title from the Company as owners of a legal estate in any of the lands within the limits of deviation, but in the case of such persons to the extent only of the usage of the public sewerage system referred to in that paragraph attributable to their interest in those lands:

(12) Surface water draining from the land within the limits of deviation shall not be discharged into the new sewer or any other public foul water sewer:

1974 c. 40.

(13) Section 31 of the Control of Pollution Act 1974 shall apply to, or to the consequence of, a discharge of surface water draining from the land within the limits of deviation after the completion of the authorised works, or any part of those works, into any relevant waters for the purpose of the said section 31 as if this section were excluded from the reference to any provision of a local Act mentioned in subsection (2) (b) (ii) of the said section 31:

(14) (a) If, during the construction of tidal works on the foreshore or bed of the river or of any temporary structures in connection therewith, or within five years after the completion of such works or the removal of such temporary structures, there shall be caused or created within the protected area any accumulation of silt or other material or any scouring or alteration of the tidal flow in the river in consequence of—

(i) the construction of such tidal works or temporary structures; or

(ii) dredging carried out in connection with the construction of, or to afford access for vessels to, tidal works;

and that accumulation, scouring or alteration of tidal flow causes damage to, or prejudices the stability or integrity of, any tidal defence work or causes damage to, or impairs the proper functioning of, any outfall (including Work No. 2), the Company, if so requested by the Authority within the period of five years after such completion, shall remove such accumulation of silt or other material or, as the case may be, repair such damage or otherwise carry out such works or take such action as the Authority may reasonably require and, if it fails to do so, the Authority may cause the work to be done and may recover from the Company the reasonable cost incurred by them in doing so;

- (b) If any such accumulation, scouring or alteration of the tidal flow arises within the said period of five years and is removed or remedied in accordance with subparagraph (a) above, then any recurrence of such accumulation, scouring or alteration of the tidal flow shall from time to time be removed or otherwise remedied as aforesaid during a period of 10 years after the completion of such tidal works or the removal of such temporary structures, as the case may be:
- (15) Any difference arising between the Company and the Authority under this section or, in the case of a difference arising under paragraph (11) (c) or (d), between the Company or any persons deriving title from the Company as mentioned in paragraph (11) (d) and the Authority, (other than a difference as to the meaning or construction of this section) shall be determined by arbitration.

21. For the protection of the British Railways Board (in this section referred to as "the Board") the following provisions shall, unless otherwise agreed in writing between the Company and the Board, apply and have effect:—

For
protection
of British
Railways
Board.

(1) In this section—

"construction" includes renewal;

"the engineer" means an engineer to be appointed by the Board;

"plans" includes sections, drawings and specifications;

"railway property" means any railway or other property of the Board, and any works connected therewith for the maintenance or operation of which the Board are responsible, and includes any lands held or used by the Board for the purposes of such railway;

"the specified works" means so much of the authorised works as may be situated upon or abut on or in any way affect railway property:

(2) The Company shall before commencing the construction of any part of the specified works supply to the Board sufficient plans thereof for the approval of the engineer and shall not commence the works until plans thereof have been approved in writing by the engineer or settled by arbitration:

Provided that—

(a) the approval of the engineer shall not be unreasonably withheld; and

(b) if within 28 days after such plans have been supplied to the Board the engineer shall not have given notice to the Company of his disapproval thereof and the specific grounds of his disapproval, he shall be deemed to have approved the same:

- (3) Upon signifying his approval or disapproval of the plans the engineer may specify any protective works, whether temporary or permanent, which in his opinion should be carried out on railway property before the commencement of construction of the specified works in order reasonably to ensure the safety or stability of railway property and such protective works as may be reasonably necessary for those purposes shall be constructed by the Board with all reasonable dispatch:
- (4) The Company shall give to the engineer 28 days' notice of its intention to commence construction of any of the specified works and, except in emergency when it shall give such notice as may be reasonably practicable, of its intention to carry out any works for the repair or maintenance of the specified works in so far as such works of repair or maintenance affect or interfere with railway property:
- (5) The construction of the specified works shall when commenced be carried out with all reasonable dispatch in accordance with the plans approved or deemed to have been approved or settled as aforesaid and under the supervision (if given) and to the reasonable satisfaction of the engineer and in such manner as to cause as little damage as may be to railway property and so far as reasonably practicable so as not to interfere with or obstruct the free, uninterrupted and safe use of railway property or the traffic thereon and the use by passengers of railway property:
- (6) If any damage to railway property or any such interference or obstruction as is referred to in paragraph (5) above shall be caused or take place by reason of the construction or maintenance of the specified works the Company shall, notwithstanding any such approval as aforesaid, make good such damage and pay to the Board all reasonable expenses to which they may be put and reasonable compensation for any loss which they may sustain by reason of any such damage, interference or obstruction other than damage, interference or obstruction caused by the neglect or default of the Board, their servants or agents:

- (7) The Company shall at all times afford reasonable facilities to the engineer for access to the specified works during their construction and shall supply him with all such information as he may reasonably require with regard to the specified works or the method of construction thereof:
- (8) The Board shall at all times afford reasonable facilities to the Company and its agents for access to any works carried out by the Board under this section during their construction and shall supply the Company with such information as it may reasonably require with regard to such works or the method of construction thereof:
- (9) The Company shall repay all costs, charges and expenses reasonably incurred by the Board—
- (a) in constructing any protective works under the provisions of paragraph (3) above including, in respect of any permanent protective works, a capitalised sum representing the cost to the Board of maintaining and renewing such works:
- Provided that if the cost of maintaining, working or renewing railway property is reduced in consequence of such protective works, a capitalised sum representing such saving may be set off against any sum payable by the Company to the Board under this section;
- (b) in respect of the employment of any inspectors, signalmen, watchmen and other persons whom it shall be reasonably necessary to appoint for inspecting, watching, lighting and signalling railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction, maintenance, repair or failure of the specified works;
- (c) in respect of any special traffic working necessary as a result of the construction, maintenance, repair or failure of the specified works and which may in the opinion of the engineer be required to be imposed;
- (d) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary as a result of the construction or maintenance of the specified works or the failure thereof:
- (10) The Company shall be responsible for and make good to the Board all costs, charges, damages and expenses

not otherwise provided for in this section which may be occasioned to, or reasonably incurred by, the Board—

(a) by reason of the construction or maintenance of the specified works or the failure thereof; or

(b) by reason of any act or omission of the Company or of any persons in their employ or of their contractors or others whilst engaged upon the construction of the specified works;

and the Company shall effectively indemnify the Board from and against all claims and demands arising out of or in connection with the construction of the specified works or any such failure, act or omission as aforesaid and the fact that any act or thing may have been done in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under his supervision shall not (if it was done without negligence on the part of the Board or of any person in their employ or of their contractors or agents) excuse the Company from any liability under the provisions of this section:

Provided that the Board shall give to the Company reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of the Company:

- (11) Any difference arising between the Company and the Board under this section (other than a difference as to its meaning or construction) shall be determined by arbitration.

For
protection
of Essex
County
Council.

22. For the protection of the Essex County Council (in this section referred to as “the County Council”) the following provisions shall, unless otherwise agreed in writing between the Company and the County Council, apply and have effect:—

- (1) In this section—

“the intended highway” means the highway in respect of which the Company has granted to the County Council rights in its lands in Bath Side Bay by agreement and therein referred to as Stage II of the Dovercourt By Pass;

“the intended roundabout” means the roundabout proposed as part of the intended highway north of Dovercourt railway station;

“plans” includes sections and specifications:

- (2) It is intended that, if the intended highway, including the intended roundabout, is constructed and opened

to public vehicular traffic, the principal access for road traffic to the authorised works when completed will be by means of that highway:

- (3) For the purpose of securing the stability of so much of the intended highway as will be situated within the limits of deviation and the efficiency of any system provided within those limits for drainage from the intended highway, the Company will, before commencing the reclamation under this Act of any land forming part of the site of the intended highway or otherwise affecting the stability of the intended highway, or the efficiency of any such system of drainage of which particulars have been provided by the County Council to the Company, supply to the County Council plans of such reclamation, and that part of the reclamation shall be carried out in accordance with such plans as may then be approved by the County Council or, in default of agreement, settled by arbitration under this section:
- (4) The approval by the County Council of plans so supplied shall not be unreasonably withheld and, if within 28 days after the plans have been supplied the County Council shall not have intimated their disapproval thereof and the specific grounds of their disapproval, they shall be deemed to have approved them:
- (5) Upon signifying their approval or disapproval of the plans the County Council may specify any temporary or permanent works which should be carried out for any purpose stated in paragraph (3) above before the commencement, or during the course, of the part of the reclamation in question, and such temporary or permanent works as may be agreed or settled by arbitration shall be constructed by the Company in connection with that part of the reclamation:
- (6) The Company shall afford reasonable facilities to the engineer of the County Council for access to the area of reclamation and shall supply him with such information as he may reasonably require with regard to the reclamation and any such works which the Company may, in accordance with paragraph (5) above, be required to construct in connection therewith:
- (7) Any difference arising between the Company and the County Council under this section (other than a difference as to its meaning or construction) shall be determined by arbitration.

Planning
permission.

S.I. 1977/289.

23.—(1) In this section “Class XII development” means development authorised by Article 3 of, and Class XII in Schedule 1 to, the Town and Country Planning General Development Order 1977 (which permit development authorised by private Act designating specifically both the nature of the development thereby authorised and the land on which it may be carried out).

(2) The Class XII development so authorised by virtue of section 4 of this Act shall be limited to—

- (a) the filling in and reclamation, or the completion of reclamation, of the foreshore and bed of the river under subsection (3) of that section;
- (b) the making and maintenance of the works authorised by subsections (1) and (2) of that section and section 7 of this Act; and
- (c) the use as part of the harbour undertaking of land reclaimed under subsection (3) of the said section 4 lying within the area bounded, to the north, by the line of the quay wall (Work No. 1) authorised by that section and, to the south, by a line 600 metres landward from the line of that quay wall, or such other area as may be agreed between the Company and the Tendring District Council;

subject to the condition that the development shall not include any works or operations (other than dredging) within the area shown coloured blue on the signed plan, being an area comprising so much of Gas House Creek as is situated north-east of a line 5 metres from the existing south-western quay of the creek and an approach to the creek, not less than 25 metres wide, south-west of the southern arm of the existing train ferry berth.

1971 c. 78.

(3) Notwithstanding anything in section 222 or 223 of the Town and Country Planning Act 1971, no part of the land within the limits of deviation, other than land falling within subsection (2) (c) of this section or forming part of the existing train ferry berth, shall be or become operational land of the Company within the meaning of the said Act of 1971 unless its use for the purposes of the harbour undertaking is permitted by a planning permission granted on an application made under that Act.

(4) The foregoing provisions of this section have effect without prejudice to any application which may be made by the Company for any planning permission under the said Act of 1971.

(5) Subject to the provisions of subsection (6) of this section, in its application to development authorised by this Act, the

planning permission granted for Class XII development shall have effect as if the authority to develop given by this Act were limited to development begun within 15 years after the passing of this Act.

(6) Subsection (5) of this section shall not apply to the carrying out of any development consisting of the alteration, reconstruction, maintenance or repair of works or the substitution of new works therefor.

(7) In subsection (2) above "the signed plan" means the plan marked as relative to this section signed in duplicate by Colin Crawford on behalf of the Company and David Mitchell-Gears on behalf of the Tendring District Council, of which one has been deposited at the offices of the Company at Parkeston Quay and the other at the offices of the chief executive of the Council.

24. Where under any provision of this Act, including any provision applied by this Act, any difference (other than a difference to which the provisions of the Compulsory Purchase Act 1965, as applied by this Act, apply or as to the meaning or construction of any such provision) is to be referred to or settled by arbitration, then such difference shall be referred to and settled by a single arbitrator to be agreed between the parties, or, failing agreement, to be appointed on the application of either party (after notice in writing to the other) by the president of the Institution of Civil Engineers. Arbitration. 1965 c. 56.

25. The enactments mentioned in Schedule 2 to this Act (which include enactments which are spent or of no practical utility or which are superseded by this Act) are repealed to the extent specified in the third column of that Schedule. Repeal.

Section 2(1).

SCHEDULES

SCHEDULE 1

THE HARWICH PARKESTON QUAY ENACTMENTS

Chapter	Title of Act	Enactments
1874 c. cxxviii.	In the Great Eastern Railway Act 1874.	Section 2 so far as it incorporates the Act of 1847, section 4 so far as it applies to the quay and connected works and operations thereby authorised, and sections 8, 13, 64 to 68 and 81 to 84.
1904 c. cviii.	In the Great Eastern Railway (General Powers) Act 1904.	Section 2 so far as it incorporates the Act of 1847, section 3, section 4 so far as it applies to Work (A) thereby authorised, and sections 5 and 7 to 18.
1931 c. xcii.	In the London and North Eastern Railway Act 1931.	Section 2, section 3 so far as it incorporates the Act of 1847, and sections 18 to 23, 26 and 47.
1966 c. xvii.	In the British Railways Act 1966.	Section 2, section 4 so far as it applies to Work No. 5 thereby authorised, sections 7 to 9 and 22 to 28.
1981 c. xxxv.	In the British Railways (No. 2) Act 1981.	Part V.
1983 c. vi.	Parkeston Quay Act 1983.	The whole Act.

SCHEDULE 2

Section 25.

ENACTMENTS REPEALED

Chapter	Title	Extent of repeal
10 & 11 Vict. c. ccxxv.	Eastern Union and Harwich Railway and Pier Act 1847.	Section xxxii.
16 & 17 Vict. c. ccvi.	Harwich Dock and Pier Act 1853.	The whole Act.
29 & 30 Vict. c. lxiv.	Harwich Harbour (Reclamation of Land) Act 1866.	The whole Act.
1971 c. xlv.	British Railways Act 1971.	So much of section 5 as relates to Works Nos. 16 to 18 thereby authorised and sections 6 and 36.
1972 c. xxxvi.	Bath Side Bay Development Act 1972.	The whole Act.
1981 c. xxxv.	British Railways (No. 2) Act 1981.	Sections 35 and 41.
1984 c. xx.	British Railways (No. 2) Act 1984.	Part V.

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