

SCHEDULE 5

Paragraph 7

WORKS LICENCES

PART I

THE LICENSED WORKS

(1) <i>Brief Description</i>	(2) <i>Period of Notice</i>	(3) <i>Permitted Use</i>
1 <i>Passenger Landing Stage (London International Cruise Terminal) and Ro/Ro Berth</i> Main Poontoon, Approach Brows, Booms (A, B, C), Travelling Gangways, safety Chains, Accommodation (Main Pontoon), (i) Bailey Bridge (ii) Breasting Dolphin (iii) Mooring Dolphin (iv) Pontoon (v) Pontoon (First Floor) (vi) Terminal Buildings	12 months	Embarkation and disembarkation of passengers, loading and discharging of goods and cargo, ship repairs, office and storage
2 <i>Tilbury Riverside Station forecourt and jetty supporting bailey bridge</i> Supports and raft Jetty	12 months	Access to station and parking, access to eastern end of Tilbury Riverside Landing Stage and support for bailey bridge
3 <i>Tidal Basin Lead-in Jetty</i>	3 months	Lead-in jetty for vessels using the Tidal Basin
4 <i>Repair Jetty (Lower) Main Jetty, Approach Jetty, Bailey Bridge, Mooring Dolphin, 2 Cranes,</i>	6 months	Ship repair

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	Building, Pipelines.	
5	<i>Repair Jetty (Upper)</i> Main Jetty, Approach Jetty, Mooring Dolphins, Crane.	6 months Ship repair
6	<i>Cargo Jetty</i> Main Jetty, Approach, Swingbridge, Mooring Dolphin, Crane, Safety Chain/Rail, Building, Covered Warehouse Space	12 months Covered storage, loading and unloading of cargoes
7	<i>Entrance Lock-Lead- In Jetties</i>	
	(i) <i>Downstream Jetty</i> Walkway, Linear Fendering, Building, Mooring Dolphin, Ladder.	6 months Berthing and unberthing of vessels using Tilbury Dock
	(ii) <i>Upstream Jetty</i> Main Jetty, Walkway, Fender Piles, Ladders, Safety Chain.	6 months Berthing and unberthing of vessels using Tilbury Dock
8	<i>Northfleet Hope Container Terminal</i> Main Jetty (False Quay), Fender Piles 21, Inspection Tunnel, 8" F.W. Pipe, Walkway, Building, 2 Cranes.	6 months Import and export of cargoes
9	<i>Grain Terminal</i> (i) <i>Approach Jetty</i> Jetty area,	12 months Import and export of grain, seed, animal

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	Overhead gantry, support structures and conveyor belts, 2 × Site Offices, 6" F.W. Pipes, Dry Riser 6" F.W. Pipes, Wet Main Fire Hydrants, Galvanised Fence, Safety Rail.	foodstuffs and other similar products
(ii) <i>Barge Mooring Station</i>	12 months	Lying-up berth for vessels at the Grain Terminal
(iii) <i>Coaster Berth</i>	12 months	Import and export of grain, seed, animal foodstuffs and other similar products
(iv) <i>Main Jetty</i>	12 months	Import and export of grain, seed, animal foodstuffs and other similar products

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	6 × Barge Loading Spouts Installations, Ladders, Safety Chains, Overhead Conveyor Installation, Chain Conveyor, Export Conveyor, Sub-Station, Junction Tower and Steps.	
	(v) <i>Ships Tier Gravesend Mooring, Tilbury Grain Terminal Mooring.</i>	Moorings for vessels using the Grain Terminal
10	<i>Impounding Station Intake Heads</i> 4 × pumps.	Impounding of water into Tilbury Dock.

PART II

TERMS OF LICENCES

(a) General

1. In any case where the reassessed consideration for the licence requires the agreement of the Company, if the Company does not object to any reassessed consideration from time to time proposed by the Port Authority, within 28 days of the receipt by the Company of a notice from the port authority setting out such reassessed consideration, the company shall be deemed to have agreed to such reassessed consideration.

2. The Company may end the licence by giving to the Port Authority notice expiring at any time after the works have been removed from the River Thames and the river bed has been reinstated to the Port Authority’s reasonable satisfaction.

3. If the Company does not alter or remove the works in accordance with the Company’s obligations, the Port Authority may do so and the Company shall repay to the Port Authority on demand any expenses so incurred by the Port Authority.

4.—(1) The licence is personal to the Company and is not assignable.

(2) The licence does not confer on the Company any right which would or might obstruct private rights appurtenant to any other riparian land.

(3) The licence, which is to be regarded as having been granted under section 66(1) of the 1968 Act, does not constitute consent under any other provision of that Act or under any other Act of Parliament (whether public general, local, or private).

(b) Obligations of the Company

5. The Company is to observe and perform the following obligations:–

- (a) to pay to the Port Authority in arrear on the anniversary of the transfer date or such other date as may be fixed by the Port Authority the consideration for the licence (proportionately reduced for a period of less than one year) and also to pay the Port Authority's reasonable charges in connection with the negotiation of the consideration and the renegotiation of the consideration from time to time;
- (b) to pay to the Port Authority on demand interest at the rate of 4% above National Westminster Bank PLC base lending rate from time to time on the consideration for the licence for the period starting on the expiration of 30 days from the date when such consideration is due or, if the consideration has not been agreed or assessed, on the expiration of 30 days from the date when such consideration would have been due if agreed or assessed on the transfer date or, in the case of renegotiation of the consideration, on the date when such renegotiation should have taken effect and ending when the consideration or the renegotiated consideration is paid;
- (c) to maintain the works to the Port Authority's satisfaction;
- (d) to alter the works from time to time to such extent and within such time as the Port Authority may by notice require;
- (e) to remove the works from the River Thames and to reinstate the river bed to the Port Authority's reasonable satisfaction before the expiration of any notice of revocation of the licence given by the Port Authority and (unless the Department of Transport have already approved the works) to remove the works immediately if the Department of Transport so require;
- (f) to indemnify the Port Authority against all actions, proceedings, claims, demands, damages, expenses, costs and losses arising out of the works or the grant of the licence;
- (g) not to make any claim against the Port Authority in respect of any loss of or damage to the works arising out of the exercise by the Port Authority of their statutory or other powers;
- (h) to accept responsibility for any siltation or erosion caused by the works;
- (i) to light and mark the works as the Port Authority's Harbour Master may from time to time direct.