



River Humber (Upper Pyewipe Outfall) Act 1992

1992 CHAPTER xv

PART IV

MISCELLANEOUS

23 For protection of National Rivers Authority

For the protection of the National Rivers Authority (in this section referred to as “the authority”) the following provisions shall, unless otherwise agreed in writing between the Company and the authority, have effect:—

(1) In this section—

“construction” includes execution and placing, renewal, diversion or alteration and, in relation to temporary works, also includes removal; and “construct” and “constructed” have corresponding meanings;

“plans” includes drawings and specifications and a description of the method of carrying out the specified works; but as regards a work of maintenance, repair or renewal means a description of the specified works only;

“protective works” means any temporary or permanent works constructed or measures taken under paragraph (3) below necessary to ensure the stability of a sea defence work or to protect it or a watercourse from injury or to ensure the maintenance of the flow of all water which but for the construction of the specified work would have flowed through a watercourse;

“sea defence work” means so much of the sea defence as is for the time being under the jurisdiction of the authority for the purpose of the Land Drainage Act 1991 and the Water Resources Act 1991 and includes the land lying between the said defence and the level of low water;

“specified work” means any of the works carried out between a point 9 metres landward of the landward toe of the Humber Bank sea defence embankment and the level of low water; and

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“temporary works” means any temporary structures which may be necessary to enable the specified works to be constructed:

- (2)
 - (a) Not less than 56 days before commencing the construction of any specified work or 28 days in the case of any additional temporary works or alteration required during the construction of such work, the Company shall submit plans of such work to the authority for their approval, which shall not be unreasonably withheld, and shall not commence the specified work until such plans have been approved by the authority or, in the case of any difference, until they have been settled by arbitration;
 - (b) If the authority do not within 56 days or, in the case of additional temporary works or alterations, 28 days after receipt of any such plans signify to the Company their disapproval thereof and the grounds for their disapproval, they shall be deemed to have approved them;
 - (c) Not less than 14 days before commencing any work of maintenance or repair of a specified work the Company shall, except in the case of emergency, submit to the authority for their information a notice of intention to commence the work and a description of the work:
- (3) Upon signifying their approval or disapproval of the said plans the authority may specify any reasonable protective works which in their opinion should be carried out or undertaken by the Company during the construction of the specified work and the works so specified shall be constructed by the Company at its own expense and under the supervision (if given) and to the reasonable satisfaction of the authority:
- (4)
 - (a) Subject to the provisions of this section, a specified work shall not be constructed except in accordance with such plans as may be approved or deemed to be approved by the authority as aforesaid or settled by arbitration and shall be constructed to the reasonable satisfaction of the authority who shall be given at least 7 days' notice of the date and time on and at which the work is to be commenced;
 - (b) The Company shall at all reasonable times during the construction of a specified work afford to the authority access to such specified work for the purpose of inspection;
 - (c) As soon as is reasonably practicable after the completion of a specified work or thereafter upon 14 days' notice in writing from the authority requiring it so to do the Company shall remove so much of the work as consists only of temporary works carried out for the purpose of such construction:
- (5)
 - (a) Plans of any specified work shall not be submitted by the Company to the Secretary of State under section 9 (Tidal works not to be executed without approval of Secretary of State) of this Act until plans of that work have been approved by the authority or referred for settlement under paragraph (10) below and, if, on the submission of plans to the Secretary of State, he requires any alteration of the plans so approved or settled under this section, or of any such requirement relating thereto, the Company shall, not less than 28 days before commencing the work inform the authority of any such alteration;
 - (b) When submitting any plans to the Secretary of State under the said section 9, the Company shall send a copy of the plans to the authority and the Company shall, on receipt of approval of plans or of any conditions or restrictions imposed under that section, send a copy to the authority:

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- (6) (a) Any specified work constructed under this Act which provides a defence against flooding shall be maintained by and at the expense of the Company to the reasonable satisfaction of the authority;
 - (b) If any such work is no longer required by the Company or is not maintained to the reasonable satisfaction of the authority, they may by notice in writing require the Company at its own expense to repair and restore the work, or any part thereof, or to remove the work and restore the site (including any sea defences) to its former condition, to such an extent and within such limits as the authority think proper;
 - (c) If, on the expiration of 30 days from the date on which a notice is served upon the Company, it has failed to comply with the requirements of the notice, the authority may execute the works specified in the notice, and any expenditure incurred by them in so doing shall be recoverable from the Company.
- (7) If by reason of the construction of a specified work or of its maintenance, repair, alteration, renewal or removal or by reason of the failure of that work or of the Company to maintain it the efficiency of any sea defence work of the authority is impaired or that work is damaged, the Company shall make good such impairment or damage to the reasonable satisfaction of the authority and, if the Company fails to do so, the authority may make good the same and recover from the Company the expense reasonably incurred by them in so doing:
- (8) (a) The Company shall indemnify the authority in respect of all charges, claims, costs, expenses and losses which the authority may reasonably incur or have to pay or which they may sustain by reason of the carrying out of the works or any protective works or by reason of their maintenance, repair, alteration, renewal or removal;
 - (b) The authority shall give to the Company reasonable notice of any such charges or claims and no settlement or compromise thereof shall be made without the agreement of the Company whose agreement shall not be unreasonably withheld;
 - (c) The fact that any work or thing has been executed or done in accordance with a plan approved or deemed to be approved by the authority or to their satisfaction or in accordance with any direction or award of an arbitrator shall not relieve the Company from any liability under the provisions of this section:
- (9) Nothing in this Act shall affect prejudicially any statutory or other rights, powers or privileges vested in, or enjoyed by, the authority:
- (10) Any difference arising between the Company and the authority under this section (other than a difference as to the construction of this section) shall be referred to and settled by arbitration.