

SCHEDULES

SCHEDULE 14

PROTECTIVE PROVISIONS

PART 6

FOR THE PROTECTION OF THE GREAT YARMOUTH PORT AUTHORITY

51. For the protection of the GYPA the following provisions of this Part of this Schedule, unless otherwise agreed in writing between the undertaker and the GYPA, have effect.

Commencement Information

II Sch. 14 para. 51 in force at 15.10.2020, see [art. 1](#)

52. In this Part of this Schedule the following definitions apply—

“adverse effects” means any physical damage to the river caused by the specified work which affects the stability, structure and safety of the river and, without limitation on the scope of that meaning, includes—

- (a) the erosion of the bed, banks or walls of the river, or the impairment of the stability of any works or lands forming part of the river;
- (b) damage to the walls or banks of the river caused by excessive weight being placed on the river walls;
- (c) the silting of the river or the deposit of materials in the river so as to damage the river; and
- (d) the pollution of the river;

“engineer” means a professionally qualified engineer (whether an employee of the GYPA or external consultant) appointed by the GYPA for the purpose in question;

“protective work” means a work which is reasonably necessary to minimise adverse effects to the river arising from the construction of the specified work as may be required by the GYPA by notice to the undertaker served not later than 6 months before the commencement of any specified work;

“river” means the river Yare;

“specified work” means so much of the authorised development as may in any way materially affect the river or is situated upon, across, under or over or within 15 metres of the river; and

“works” means the protective works and the authorised development.

Commencement Information

I2 Sch. 14 para. 52 in force at 15.10.2020, see [art. 1](#)

53.—(1) Subject to sub-paragraph (2), nothing in this Order authorises the undertaker to—

Changes to legislation: There are currently no known outstanding effects for the The Great Yarmouth Third River Crossing Development Consent Order 2020, PART 6. (See end of Document for details)

- (a) construct or maintain any specified work or protective work which would have the effect of exceeding the load bearing capacity of any part of the existing river wall which is not replaced by the specified work or protective work; or
- (b) use any part of the river wall which is not to be replaced by the works as a load bearing wall or structure for any specified work or protective work.

(2) The provisions of sub-paragraph (1) do not apply where the GYPA has accepted the findings of a risk assessment carried out by the undertaker, including supporting calculations, that demonstrates that the load bearing capacity of the relevant part of the river wall would be adequate with or without specified reinforcement.

(3) The GYPA must not unreasonably withhold its acceptance of a risk assessment under sub-paragraph (2), must give its decision within 10 working days of the undertaker submitting its risk assessment, but may give its acceptance on terms that the undertaker must carry out any specified reinforcements.

Commencement Information

I3 Sch. 14 para. 53 in force at 15.10.2020, see [art. 1](#)

54. The undertaker must not commence the operation of any element of the specified work until the engineer has notified the undertaker that any related protective work has been completed to the engineer's reasonable satisfaction. The engineer's notification shall not be unreasonably withheld or delayed and in any event the engineer shall provide any comments within 1 month of the undertaker providing the plans of the protective work. If the engineer has made no comment within 3 weeks the undertaker may remind the engineer of this obligation and if the engineer makes no comments within 1 week of being reminded the engineer is to be deemed to have notified the undertaker that the protective work has been completed to the engineer's reasonable satisfaction.

Commencement Information

I4 Sch. 14 para. 54 in force at 15.10.2020, see [art. 1](#)

55. Any navigation simulations required to be carried out by the undertaker on the river relating to any temporary works are to be conducted with GYPA pilots or the harbour master in attendance. The undertaker will notify the GYPA of any navigation simulations in advance of it being carried out and the GYPA may send representatives.

Commencement Information

I5 Sch. 14 para. 55 in force at 15.10.2020, see [art. 1](#)

56. The undertaker shall give the GYPA not less than 6 weeks' notice in writing of the commencement of construction of the authorised development unless otherwise agreed.

Commencement Information

I6 Sch. 14 para. 56 in force at 15.10.2020, see [art. 1](#)

57.—(1) The undertaker must comply with any special direction given by the harbour master under section 3(1)(b) of the Great Yarmouth Outer Harbour Act 1986 ^{M1} or section 16 of the Great

Yarmouth Port Authority Act 1990 ^{M2} that is strictly necessary to ensure the safety of navigation during construction of the works.

(2) Except as is mentioned in sub-paragraph (1), neither the harbour master nor the GYPA may give any general or special direction which would prevent or materially hinder any works or activity authorised by or under any provision of this Order.

Commencement Information

I7 Sch. 14 para. 57 in force at 15.10.2020, see [art. 1](#)

Marginal Citations

M1 1986 c. xxii.

M2 1990 c. xxvii.

58. Any specified work must, when commenced be constructed—

- (a) without unnecessary delay;
- (b) in such a manner as to cause as little adverse effects as is reasonably practicable to the river;
- (c) in such a manner as to cause no material adverse effects to the integrity of the walls or banks of the river; and
- (d) in such a manner as to cause as little inconvenience as is reasonably practicable to the GYPA.

Commencement Information

I8 Sch. 14 para. 58 in force at 15.10.2020, see [art. 1](#)

59.—(1) The undertaker must not in the course of constructing any specified work or protective work or otherwise in connection with such works do or permit anything which results in the deposit of any polluting materials on, in or over the river and must take such steps as the harbour master may reasonably require to avoid or make good any breach of its obligations under this paragraph.

(2) Subject to sub-paragraphs (3) and (4), the undertaker must not in the course of constructing any specified work or protective work or otherwise in connection with such works do or permit anything which results in the deposit of any other materials in the river and must take such steps as the harbour master may reasonably require to avoid or make good any breach of its obligations under this sub-paragraph.

(3) For the avoidance of doubt, the structures comprising the authorised development, and any specified work or protective work shall not themselves constitute a material for the purposes of sub-paragraph (2).

(4) Sub-paragraph (2) does not apply to the deposit by the undertaker of materials (other than polluting materials) in the river if such deposit has been authorised in writing by the GYPA.

Commencement Information

I9 Sch. 14 para. 59 in force at 15.10.2020, see [art. 1](#)

60. Where reasonably required to do so by the engineer or the harbour master for the purpose of ensuring the safety of the river the undertaker must, to the reasonable satisfaction of the engineer or harbour master, fence off any specified work or protective work or take such steps as the engineer

or the harbour master may reasonably require to be taken for the purpose of separating a specified work or a protective work from the river, whether on a temporary or permanent basis or both.

Commencement Information

I10 Sch. 14 para. 60 in force at 15.10.2020, see [art. 1](#)

61.—(1) Prior to commencement of the works, a baseline hydrographic survey will be undertaken by the undertaker. This survey will form the basis for comparison with future surveys described within this paragraph. The results of the survey will be shared with the GYPA and must form the baseline of future assessments and/or surveys carried out under this paragraph.

(2) Following commencement of construction of a specified work or a protective work (whichever is commenced first) the undertaker must carry out further assessments and surveys of the area of the river under and in the vicinity of the authorised development (and other such reasonable area notified to the undertaker by the GYPA) in accordance with the following requirements—

- (a) during the period from commencement of the works in the river until the date occurring one year after substantial completion of the works surveys are to be carried out 4 times per calendar year at such times within the year as the GYPA reasonably directs;
- (b) during the period from the date occurring one year after substantial completion of the works until the date occurring three years after substantial completion of the works surveys are to be carried out 2 times per calendar year at such times within the year as the GYPA reasonably directs;
- (c) paragraph (d) is to apply if any of the surveys undertaken under paragraph (b) or other evidence provided by the GYPA to the undertaker shall have demonstrated that the works are creating an adverse effect and that adverse effect has not been mitigated to the reasonable satisfaction of the GYPA by the expiry of the period referred to in paragraph (b);
- (d) where this paragraph applies, surveys shall be carried out once per calendar year, at such time as the GYPA reasonably directs, during the period commencing with the date of expiry of the period referred to in paragraph (b) and ending on the seventh anniversary of that date or such date as the adverse effect has been demonstrated to the reasonable satisfaction of the GYPA to have been mitigated (whichever date shall first occur);
- (e) should a survey carried out during construction show any discernible change has occurred to the river bed levels, localised sediment sampling will be undertaken in the area of change to determine the composition of the material, hydrodynamic modelling will be undertaken to assess the extent to which the new bridge construction activity may have contributed to the change and a detailed report prepared;
- (f) should a survey carried out after construction show either a sudden large change to the river bed level or, over time, that a longer-term trend of change in level pattern has occurred, localised sediment sampling will be undertaken in the affected area to determine the composition of the material, hydrodynamic modelling will be undertaken to assess the extent to which the new bridge construction activity may have contributed to the change and a detailed report prepared;
- (g) the extent of the surveys carried out under this paragraph will be 200 metres upstream and downstream of the centre line of the new bridge covering the full width of the river over this length; and
- (h) all hydrographic surveys mentioned in this paragraph will be undertaken using a suitable multibeam echo-sounder, in accordance with the International Hydrographic Organization Standards for Hydrographic Surveys 5th Edition (February 2008) to Survey Order 1a.

Commencement Information

I11 Sch. 14 para. 61 in force at 15.10.2020, see [art. 1](#)

62.—(1) In the event that the further surveys or assessment carried out under paragraph 196(2) disclose that the works have resulted in part of the river becoming silted up or subject to scouring to the extent that there is, or is likely to be, a materially adverse impact on either the safety or efficiency of navigation of the river or the condition of the works, then the undertaker must dredge the river (or carry out such alternative remedial works as the GYPA, acting reasonably, approves) to remove the silting or make good the scouring as soon as reasonably practicable to the reasonable satisfaction of GYPA and at no expense to the GYPA.

(2) Where the undertaker is obliged to carry out dredging or remedial works under subparagraph (1), the GYPA may instead (at its discretion) carry out such dredging or works on the undertaker's behalf if the undertaker so requests and on condition that the undertaker will meet all reasonable expenses of the GYPA.

Commencement Information

I12 Sch. 14 para. 62 in force at 15.10.2020, see [art. 1](#)

63.—(1) The undertaker must at all reasonable times on being given reasonable notice (except in cases of emergency) allow reasonable facilities to the engineer for access to inspect any specified work or protective work during its construction.

(2) The undertaker must supply the engineer with all such information as the engineer may reasonably require with regard to any specified work or protective work or the method of constructing but such information shall be limited to matters of reasonable concern to the GYPA observed during an inspection under subparagraph (1).

Commencement Information

I13 Sch. 14 para. 63 in force at 15.10.2020, see [art. 1](#)

64. The undertaker must provide and maintain at its own expense in the vicinity of the specified work or protective work such temporary lighting from sunset to sunrise or other periods of adverse visibility and such signal lights for the control of navigation as the harbour master may reasonably require during the construction of a specified work or a protective work or the material failure of a specified work or protective work.

Commencement Information

I14 Sch. 14 para. 64 in force at 15.10.2020, see [art. 1](#)

65.—(1) The undertaker must, upon completion of any part of a specified work, and after the purpose of any temporary works has been accomplished, remove as soon as reasonably practicable any temporary works constructed and materials for temporary works placed in, on or over the river in connection with that part of the specified work.

(2) All temporary works must be removed to the reasonable satisfaction of the engineer and in such a way as causes as little adverse effects or interference as reasonably practicable with, or delay or interruption to, the safe passage of vessels along the river.

(3) In the event of any adverse effects to the river that is caused by the undertaker's failure to remove any temporary works in accordance with sub-paragraph (1), the undertaker must as soon as reasonably practicable make good such adverse effects and pay to the GYPA the reasonable additional costs and expenses it incurs by reason of such failure to remove temporary works.

(4) In the event of the undertaker failing to remove any temporary works in accordance with sub-paragraph (1) and thereafter failing to remove the temporary works within a reasonable period after receiving notice from the GYPA, the GYPA may remove those works and charge the undertaker the reasonable costs and expenses incurred as a result.

Commencement Information

I15 Sch. 14 para. 65 in force at 15.10.2020, see [art. 1](#)

66.—(1) The undertaker must, before placing any temporary structure or apparatus over the river required in connection with the maintenance or repair or renewal of a specified work, comply with the reasonable requirements of the GYPA, such requirements to include—

- (a) the undertaker providing the GYPA with 42 days' written notice of this requirement so that the GYPA may bring these works to the attention of users of the river; and
- (b) receiving approval from the harbour master, but on terms that such approval must not be unreasonably withheld or delayed.

(2) In the case of any work carried out in an emergency the undertaker is only required to give such notice to the harbour master as may be reasonably practicable in the circumstances.

Commencement Information

I16 Sch. 14 para. 66 in force at 15.10.2020, see [art. 1](#)

67. If at any time after the completion of a specified work, not being a work vested in the GYPA, the GYPA gives notice to the undertaker informing it that the state of maintenance of the specified work appears to be such that the specified work is causing or is likely to cause adverse effects to the river, the undertaker must, on receipt of such notice together with supporting evidence of the matters asserted by the notice to the reasonable satisfaction of the undertaker take such steps as may be reasonably necessary to put the specified work in such state of maintenance as not to cause such adverse effect and if the undertaker fails to do so, the GYPA may make and do in and upon the land of the undertaker or the GYPA all such works to put the specified work in such state of maintenance as before and the cost, expenses and losses incurred by the GYPA in so doing must be repaid to the GYPA by the undertaker.

Commencement Information

I17 Sch. 14 para. 67 in force at 15.10.2020, see [art. 1](#)

68. Within 3 months of completion of the specified works and protective works (“the completed works”), the undertaker must provide to the GYPA drawings of the completed works as constructed, including the electrical and mechanical drawings of the opening and closing mechanisms of the new bridge. If any modifications are made to the completed works following their completion the undertaker must provide updated as built drawings of the modified works.

Commencement Information

I18 Sch. 14 para. 68 in force at 15.10.2020, see [art. 1](#)

69. The undertaker must keep such elements of the specified works that are not subject to the statutory duty of the undertaker as highway authority to maintain the highway, including the vessel waiting facilities and navigational lighting, in good and substantial repair and condition to the reasonable satisfaction of the GYPA.

Commencement Information

I19 Sch. 14 para. 69 in force at 15.10.2020, see [art. 1](#)

70. The undertaker must, so far as practicable, keep the new bridge in the raised position from the occurrence of a failure to raise or close until such time as the engineer has certified in writing (which shall be done as soon as reasonably practicable) that the new bridge can be operated normally and safely. The engineer must provide a copy of such certification to the undertaker as soon as reasonably practicable.

Commencement Information

I20 Sch. 14 para. 70 in force at 15.10.2020, see [art. 1](#)

71. The undertaker must publish and maintain in a prominent position at each end of the new bridge and such other positions as reasonably necessary to attract the attention of vessel operators and users of the new bridge and the river, notices setting out the arrangements for the opening of the new bridge. Such notices and locations, in so far as they are for the purpose of notifying vessel users, are to be approved by the GYPA.

Commencement Information

I21 Sch. 14 para. 71 in force at 15.10.2020, see [art. 1](#)

72. Before providing any illumination or illuminated traffic sign on or in connection with the specified work or in the vicinity of the river, the undertaker must consult with the GYPA and comply with the GYPA's reasonable requirements in regard to such lighting with a view to ensuring that—

- (a) appropriate navigation lighting is placed on the specified works and on any protective works; and
- (b) any illuminations will not be directed upstream or downstream into the path of oncoming vessels on the river to ensure that such illumination or illuminated signs cannot be confused with any lights or lighting used for controlling, directing or securing the safety of vessels on the river.

Commencement Information

I22 Sch. 14 para. 72 in force at 15.10.2020, see [art. 1](#)

73. The undertaker is responsible for the development, implementation and ongoing maintenance of a motorists early warning notification system which may include deployment of variable message

signing, email alerts and use of social media to convey any likely disruption to users of the new bridge and the river due to new bridge openings and to be provided at no cost to the GYPA.

Commencement Information

I23 Sch. 14 para. 73 in force at 15.10.2020, see [art. 1](#)

74. Any reasonable and proper additional expenses not otherwise provided for in this Part of this Schedule which the GYPA may incur in maintaining the river under any powers existing at the making of this Order by reason of the existence of a specified work must, be repaid by the undertaker to the GYPA (but subject to the submission to the undertaker, to its reasonable satisfaction, of demonstrable evidence that the additional expenses are a direct result of the construction of the specified work) so as to ensure that the GYPA has been reimbursed for all and any greater maintenance liability it incurs by reason of the existence of a specified work (on the proviso that there will be no double recovery).

Commencement Information

I24 Sch. 14 para. 74 in force at 15.10.2020, see [art. 1](#)

75.—(1) Subject to the provisions of this paragraph, the undertaker agrees to indemnify fully and hold harmless the GYPA from and against all charges, claims, demands, damages, expenses, liabilities, losses, third party liabilities and any other cost and expense of any nature or kind whatsoever (including any reasonable and proper legal and other professional costs incurred by the GYPA) (together, “losses”) suffered or reasonably incurred by the GYPA to the extent that any losses are caused by—

- (a) the construction, maintenance or failure of the authorised development, a specified work or a protective work, including any mechanical or other failure of the new bridge; or
- (b) any act or omission of the undertaker or of its officers, employees, servants, contractors or agents whilst engaged in—
 - (i) the construction or maintenance of a specified work or a protective work;
 - (ii) seeking to remedy any failure of a specified work or a protective work; or
 - (iii) the act of operating the opening mechanism of the new bridge.

(2) GYPA must mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under sub-paragraph (1).

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any losses referred to in that sub-paragraph to the extent that they are—

- (a) attributable to the negligence or wilful misconduct of the GYPA or of its officers, employees, servants, contractors or agents; or
- (b) not within the reasonable control of the undertaker.

(4) The GYPA must give to the undertaker notice in writing of any losses for which the undertaker may be liable under this paragraph and no settlement or compromise of them may be made without the written consent of the undertaker.

Commencement Information

I25 Sch. 14 para. 75 in force at 15.10.2020, see [art. 1](#)

Changes to legislation: There are currently no known outstanding effects for the The Great Yarmouth Third River Crossing Development Consent Order 2020, PART 6. (See end of Document for details)

76. Except as provided by this Order, nothing in this Order prejudices or derogates from any of the rights, powers and duties of the GYPA.

Commencement Information

I26 Sch. 14 para. 76 in force at 15.10.2020, see [art. 1](#)

Changes to legislation:

There are currently no known outstanding effects for the The Great Yarmouth Third River Crossing Development Consent Order 2020, PART 6.