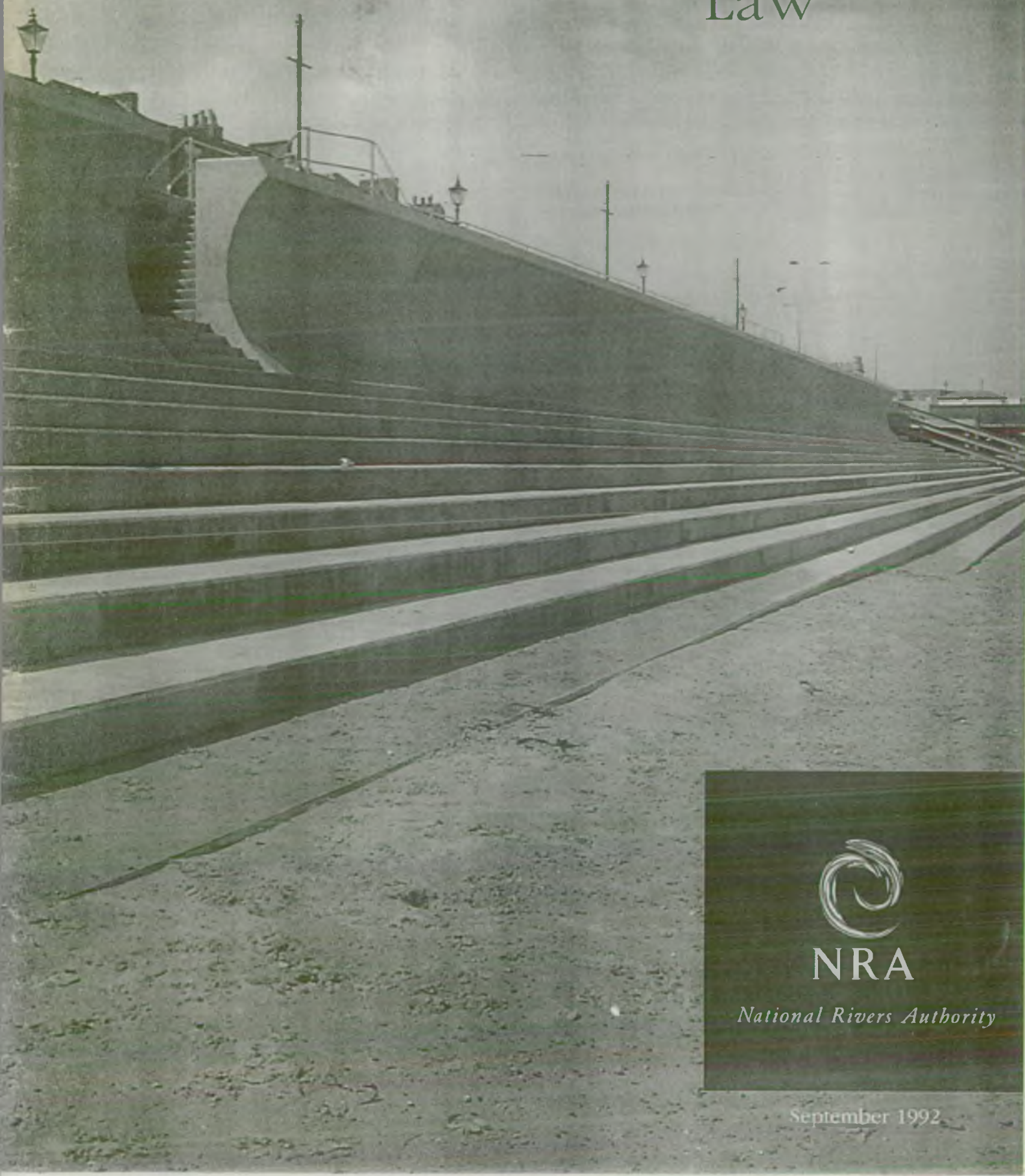


Flood Defence Law



NRA

National Rivers Authority

September 1992

NRA FLOOD DEFENCE 9

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National Rivers Authority

September 1992

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NRA Mission Statement

We will protect and improve the water environment by the effective management of water resources and by substantial reductions in pollution. **We will aim to provide effective defence for people and property against flooding from rivers and the sea.**

In discharging our duties we will operate openly and balance the interests of all who benefit from and use rivers, groundwaters, estuaries and coastal waters. We will be businesslike, effective and caring towards our employees.

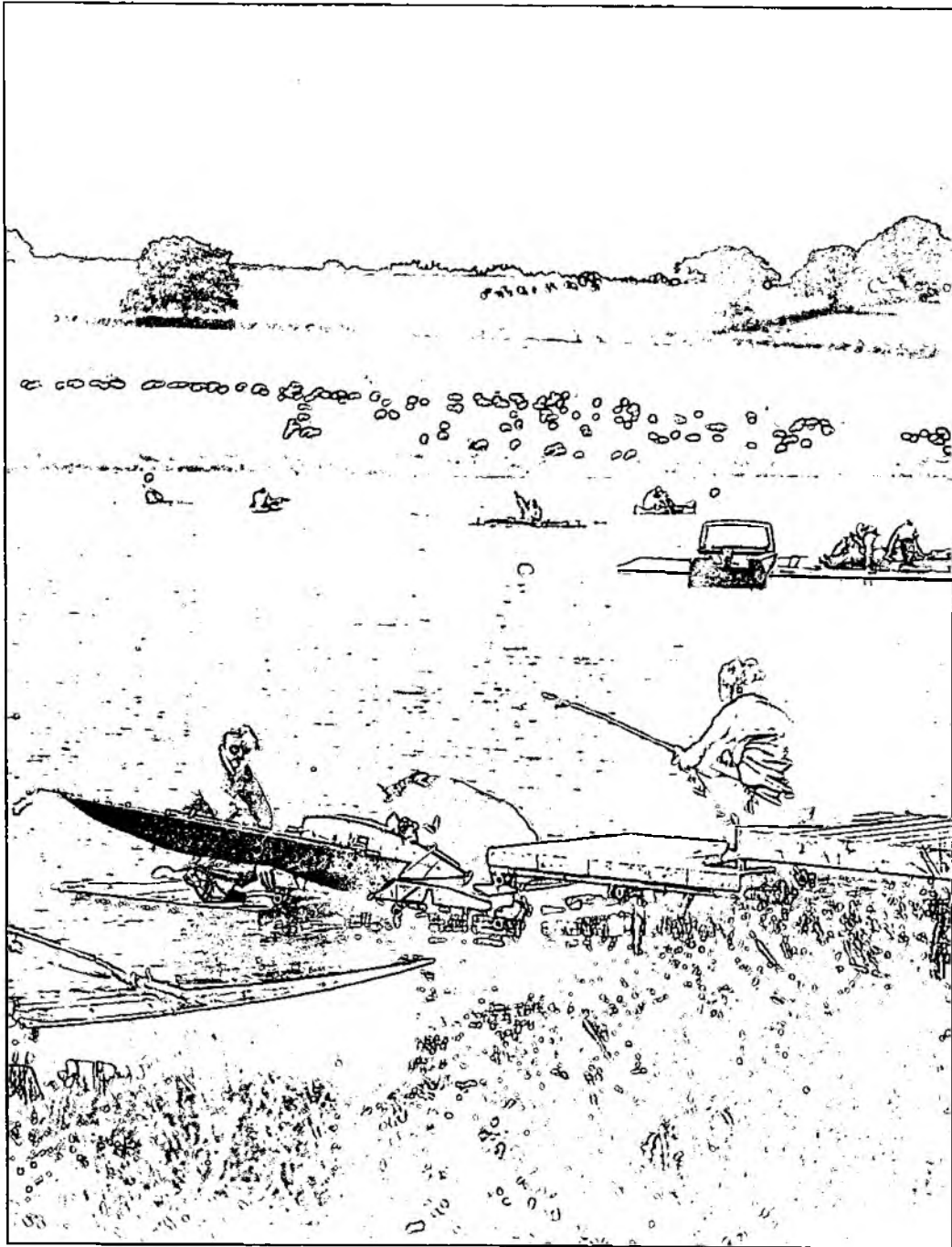
Flood Defence Aims

- To provide effective defence for people and property against flooding from rivers and the sea.
- To provide adequate arrangements for flood forecasting and warning.

Preface

This booklet has been produced by the Lawyers Group as background material for a training course on Flood Defence Law for the NRA.

Many thanks to the writers of the Chapters, and to Laura Valentine-Slack of Wessex Region for the production of the booklet.



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Chapter 1: The Role of the National Rivers Authority

1 The Role of the National Rivers Authority (NRA)

1 GENERAL SUPERVISORY ROLE

The NRA has a general supervisory duty relating to all flood defence related matters. (See Chapter 6).
(S.105 WRA)

Most of the NRA's functions in relation to flood defence must be carried out through Regional Flood Defence Committees (RFDCs). (S.9 WRA)

The NRA retains the overall duty to carry out surveys to ascertain the flood defence needs of any area covered by an RFDC and overall control over the issuing of levies or the making of drainage charges.
(Ss.105(2) and 106(2) WRA)

2 OPERATIONAL ROLE

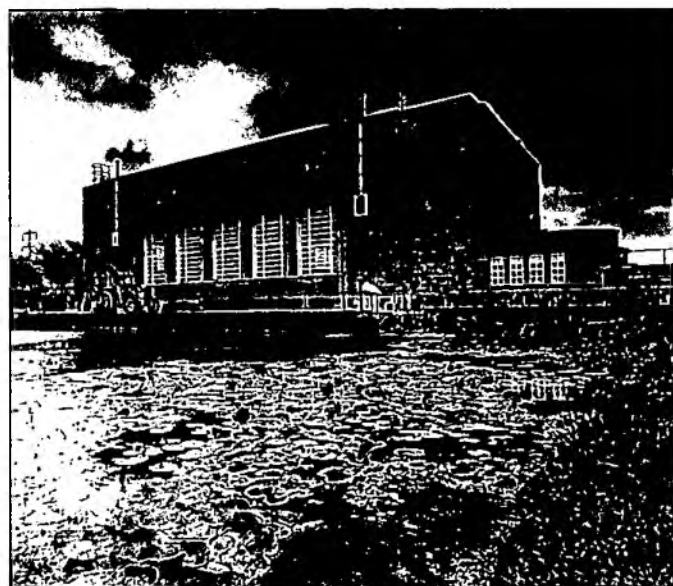
The extent of the NRA's operational role greatly depends upon the designation of a watercourse with responsibility for Main River, sea and tidal defences resting primarily with the NRA via RFDCs and LFDCs and for Ordinary Watercourses with the appropriate local authority or IDBs.

3 FLOOD WARNING

The NRA has the power to provide and operate flood warning systems.
(S.166 WRA 1991)

4 REGULATORY ROLE

The NRA has a number of enforcement powers aimed at facilitating its flood defence role.



2 Regional Flood Defence Committees (RFDCs)

1 GENERAL

- (a) RFDCs carry out flood defence functions for their own area except where cross boundary schemes are required and the NRA makes arrangements for either one RFDC to deal with such a scheme or for joint responsibility. (S.106(1) WRA)
- (b) The areas of RFDCs usually correspond to those areas of the old regional land drainage committees administered by the former water authorities. However boundaries may be altered or RFDCs amalgamated by Ministerial Order after statutory consultation. (Schd.3 WRA)

2 MEMBERSHIP

- (a) Membership of an RFDC may be varied by the NRA so long as the total number does not fall below 11 Members. However if the NRA decides an RFDC should have more than 17 Members then that decision is subject to Ministerial confirmation. (S.11(3) WRA)
- (b) The Chairman of each RFDC and a number of members will be selected by the Minister, having regard to their relevant experience.

Two members of each RFDC are appointed by the NRA and the remainder by any County, Metropolitan District or London Borough Council within whose boundaries the RFDC area falls.

Those members appointed by the above Councils must outnumber the other members by one. No Member of an RFDC may also be a Member of the NRA.

- (c) Functions of an RFDC may be discharged by a sub-committee or through an officer. Such delegation however does not prevent the RFDC itself from dealing with any matters within its remit.
- (d) An RFDC establishes its own rules of procedure, subject to approval by the Minister. It must follow the code relating to disclosure of pecuniary interests applicable to members of local authorities. Its meetings must be open to the public, unless it resolves in public to meet in private.
- (e) The accounts of an RFDC form part of the NRA's accounts and are audited in the same way.

3 Local Flood Defence Committees (LFDCs)

1 GENERAL

- (a) Former regional land drainage committees may have delegated functions in a particular geographical area to what were known as local land drainage committees. Such of those particular committees which were in existence on the 1 September have now been reconstituted as LFDCs.
- (b) In addition current RFDCs may create, after consultation, and in any event via the NRA, new LFDCs by means of a local flood defence scheme.

(Ss.12, 13 WRA)

2 MEMBERSHIP

- (a) An LFDC normally consists of between 11 - 15 Members. However there is Ministerial discretion to approve a constitution of more than 15 Members.
- (b) The Chairman is drawn from the Members of the RFDC which also appoints a number of Members to the LFDC.
- (c) Local authorities within whose area the local district is situated will appoint a number of members which must outnumber those members appointed by the RFDC.
- (d) The local flood defence scheme setting up the LFDC will provide for the manner of members appointments. (S.13 WRA)
- (e) Provisions relating to constitution, terms of office etc. will be, with some slight variations those provided for RFDCs. Meetings of LFDCs are open to the public. (Schd. 4 WRA)

4 Internal Drainage Boards (IDBs)

1 GENERAL

- (a) Should there be a special need for drainage works in a particular area where it is considered that some benefit or avoidance of danger will be derived by drainage works, then internal drainage districts may be established and administered by IDBs.
- (b) Under the Land Drainage Act 1991 (LDA) the NRA may after consultation, submit a scheme creating, re-organising or abolishing an internal drainage district or its IDB, to the Minister for approval.

(Ss.3,4; Schd. 3 LDA)

2 MEMBERSHIP

IDBs differ from RFDCs and LFDCs in that they¹ are body corporates and consist of elected members.

Those eligible to vote, their voting powers (which depend on the assessable value of their property) and the conduct of those elections are regulated by the Land Drainage (Election of Drainage Boards) Regulations 1938.

The qualification of a person to be elected to an IDB, terms of office, procedure etc. are covered by the Land Drainage Act. (Schd. 1 LDA)

3 ACCOUNTS

An IDB must submit to the Minister copies of their proceedings and audited accounts and provide copies to the NRA and any local authorities within whose area an IDB is situated. (Schd. 2 LDA)

4 POWERS

- (a) IDBs may acquire land in or outside of their district so long as it is for use in connection with their functions. Acquisition may be by agreement or under compulsory powers. (S.62 LDA)
- (b) IDBs supervise all land drainage matters within their district and have the power to carry out works. These works may, if arranged with an RFDC, be carried out on Main River. (Ss.1 and 11 LDA)
- (c) IDBs powers are usually restricted to works on "ordinary watercourses". (Ss.14 and 72 LDA)

Note: As part of its general supervising powers over all flood defence matters the NRA may give IDBs general and specific advice and may act in default of an IDB. (S.9 LDA)

5 Local Authorities

1 POWERS UNDER THE LDA

Local authorities have the following powers under the Land Drainage Act 1991:

- (a) the power to take action to maintain the flow of watercourses in their area. However, before exercising this power they must notify any relevant IDB or RFDC. (S.25 and 26 LDA)
- (b) the power to make a contribution to the expenses of drainage works in their area. (S.60 LDA)
- (c) the necessary powers of entry to carry out drainage functions. (S.64 LDA)

2 OTHER POWERS (PUBLIC HEALTH ACT 1936)

- (a) Local authorities have a number of powers in respect of all watercourses under the PHA.
- (b) Local authorities may deal with, as a statutory nuisance
 - (i) any watercourse pond or ditch which is foul or in such a state as to be prejudicial to health, or
 - (ii) any watercourse (non-navigable) which is choked and silted so as to obstruct or impede the proper flow and thereby cause a nuisance or give rise to conditions prejudicial to health. (S.259 PHA)
- (c) Local authorities may require the culverting of a watercourse or require the repair and cleaning of culverts. (Ss.262 and 264 PHA)
- (d) Before exercising any of the powers contained in the PHA relating to a watercourse within the NRA's jurisdiction, the NRA must be consulted.

Chapter 2: Flood Defence Finance

1 Financial Provisions Relating to The NRA

1 POWER TO PRECEPT ON LOCAL AUTHORITIES

Levies are normally fixed by a majority vote of the RFDC. However, special consent is required when the aggregate amount exceeds 2.5 x penny rate equivalent. Special consent requires the approval of a majority of the local authority members of a committee.

(S.133 WRA; NRA (Levies Regulations)1990)

2 DRAINAGE CHARGES

The NRA may raise a general drainage charge from occupiers of land and special drainage charges in the interests of agriculture.

(Ss.134-138, Schds.15-16 WRA;
Drainage Charges Regulations 1990 No.214)

3 GRANT-AID

The Secretary of State and the Minister have power to make grants, the Secretary of State to make grants for any purpose (Grant-In-Aid) whereas the Minister may make grants for drainage works, flood warning systems, purchase of land and compensation payments. Grants can also be made for national security purposes.

(Ss. 146-150 WRA)

4 CONTRIBUTIONS FROM INTERNAL DRAINAGE BOARDS

The NRA may issue precepts to IDBs for payment of contributions towards the NRA's expenses in such amount as the NRA considers fair.

(Ss.139,141 WRA)

5 BORROWING

The NRA may borrow with the approval of either of the Ministers and the consent of the Treasury, but the power to borrow cannot be exercised by the committees.

(Ss.151-153, 106 WRA).

2 Power to Spend Revenue

- (1) Revenue raised by the NRA in a local flood defence district raised from:

- (a) levies,
- (b) contributions from IDBs, and
- (c) by general or special drainage charges (subject to (2) below)

may be spent only in the discharge of their land drainage functions in or for the benefit of that district.

- (2) This restriction is subject to the right to set aside an amount towards research or related activity and to pay administrative expenses. (S.118 WRA)

3 Levies - Local Authorities

- (1) At the end of each financial year, the NRA is required to ascertain how far the precepts exceed or fall short of the actual 'qualifying' expenses for that year. Having ascertained the excess or deficiency, that amount must be brought forward to the next financial year or the one following that and added or deducted (as necessary) in ascertaining the 'qualifying expenses' for that year.

- (2) 'Qualifying expenses' are ascertained by:

- (1) taking
 - (a) so much of the relevant expenditure of the NRA which is neither defrayed out of
 - (i) a reserve fund, replacement fund or sinking fund or
 - (ii) sums received in respect of that year through local authority precept, other than any amount required to be provided in that financial year by way of new capital,
 - and
- (2) adding or deducting any excess or deficiency brought forward.

'Relevant expenditure' includes '..... an appropriate proportion of the administration expenses of the authority, of the expenses of their research and related activities.'

Chapter 3: Water Rights - Riparian Rights in Natural Watercourses

1 Natural Rights

The rights of a riparian owner depend upon his ownership of property adjacent to a natural watercourse or lake. The riparian owner has the right to enjoyment of a natural stream on the surface and the right to have it come to him in its natural state, i.e. in flow quantity and quality - and to go from him without obstruction.

1 REASONABLE USE

The right is normally subject to reasonable use of the stream by all who have access to it. The only right in the water itself is to any part of it taken from the stream and then only whilst retained.

2 PROXIMITY TO WATERCOURSE

There must be a reasonable proximity between the land owned and the watercourse.

An owners' rights will last for as long as the land is adjacent to the river bed: where land ceases to be riparian due to natural changes in the watercourse the owner will lose his rights.

3 OWNERSHIP

If there are different riparian owners on either side of the watercourse then there is a presumption that they own to the middle of it. If one person owns both sides he can change the channel providing it leaves his land as before.

4 USER

An owner has the right to the use of water for:

- (a) his domestic purposes (which includes drinking and culinary purposes, cleansing, washing);
- (b) his cattle (without regard to the effect which the use may have in reducing the water available to downstream proprietors);
- (c) other purposes provided he does not thereby interfere with the rights of other owners.

The use must be:

- (i) reasonable,
- (ii) for a purpose connected with the holding and subject to,
- (iii) the water being restored substantially undiminished in volume and unaltered in character.

5 IRRIGATION

A riparian owner may use water for irrigation but not spray irrigation, provided:

- (a) diversion is not continuous, and
- (b) water is returned with no diminution other than from evaporation and absorption during irrigation, and
- (c) return is not delayed so as to injure the natural rights of downstream owners.

6 DIVERSION

On diversion of a watercourse into a new channel it is the duty of the person diverting to ensure that the new channel will carry off the water as before and he will be liable for any deficiency in the substitute.

This is so irrespective of the capacity of the old and natural channel.

A person who diverts water from a stream in large quantities so as to leave insufficient for other users may be restrained by injunction without proof of damage.



2 Acquired Rights

As well as natural rights a riparian owner may acquire rights by reason of statute law, custom, prescription or by grant of easement.

1 EXPRESS GRANT

The right to a benefit of an easement must be based on a grant. The grant can be expressed in a deed which will set out the terms of the right.

2 IMPLIED GRANT

A grant of easement may be implied as a result of:

- (a) a transaction
- (b) being necessary for the use of the property
- (c) being a continuous and apparent easement
- (d) being necessary for the enjoyment of another right expressly granted.

3 GRANT BY STATUTE

An express grant can be contained in a statute.

4 PRESCRIPTION

A right claimed by prescription must be a right openly, i.e. not with the permission of another, used for 20 years without significant interruption.

5 CUSTOM

An easement can be established by custom.

3 Artificial Watercourses and Other Sources of Water

Rights in respect of artificial watercourses are not 'natural rights' but arise as an easement by grant or prescription.

1 UNDERGROUND AND PERCOLATING WATER

The owner of land through which water flows underground, not in a known and defined channel, has no right to bring an action against another landowner who takes the water on his own land.

2 SPRINGS

Once the water rises from a spring, riparian rights arise at that point.

3 POLLUTION

Whilst a person may abstract underground percolating water as he wishes, he will be liable to an action if he pollutes it.

Pickles v Bradford Corporation

4 Liability of Riparian Owners

1 NON-NATURAL USER

Anyone who makes a non natural use of land by bringing on it something likely to do mischief if it escapes is liable for any damage caused by its escape (see *Rylands - v - Fletcher*).

2 WATER NATURALLY ON LAND

At common law there was no liability for the action of water naturally on land which is allowed to leave naturally.

There is however a duty once an occupier knows of the hazard to do what is reasonable in all the circumstances to prevent or minimise the risk of known or foreseeable damage or injury to another person or his property (see *Leakey - v - National Trust*).

5 Sea Defences

1 CROWN

In exercising its duty (prerogative) to protect land in the sea the Crown may restrain the removal of a natural barrier protecting neighbouring land. A person responsible for maintaining a sea wall may similarly take action.

2 COMMON LAW

Common law was that there was no liability to maintain a sea wall for the protection of neighbours, but liability might exist by prescription, custom, tenure, covenant or by statute.



Chapter 4: Operational Powers

1 Introduction

The NRA in carrying out its Flood Defence function has 3 types of powers:

- 1 *Supervisory Powers* - the supervision of all matters relating to Flood Defence
- 2 *Regulatory Powers* - the control over other parties work eg. consents
- 3 *Operational Powers* - the undertaking of Flood Defence works

This note outlines the operational powers and the matters which must be taken into account when these powers are exercised.

2 Areas of Responsibility

1 MAIN RIVER

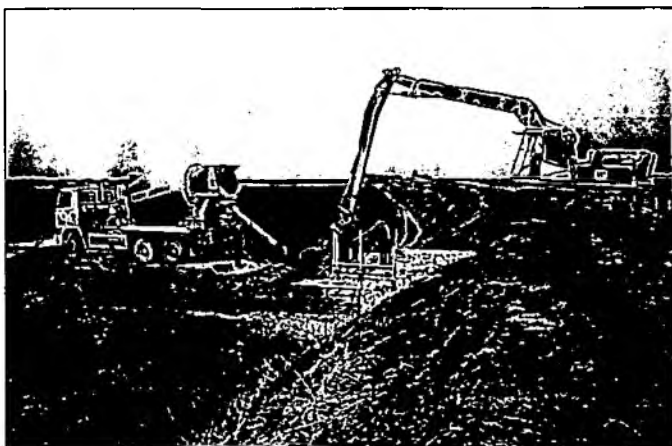
A Main River is a watercourse shown as Main River on the Main River map prepared by the Ministry of Agriculture, Fisheries and Food.

A Main River includes any sluice or other structure in the channel of the river or on its bank which is used to control or regulate the flow of water, unless the structure is vested in or controlled by an IDB.

Any dispute as to whether a drainage work is or will be one used in connection with a Main River is determined either by arbitration or by the Minister.
(Ss.113 and 193 WRA)

2 SEA AND TIDAL DEFENCES

The area of responsibility of the NRA allows the NRA to construct sea and tidal defences above and below the low-water mark.



3 Definitions

- 1 *'Drainage'* - includes:

- (a) defence against water, including sea water
- (b) irrigation other than spray irrigation, and
- (c) warping

- 2 *'Flood Defence'* means the drainage of land and the provision of flood warning systems.

- 3 *'Watercourse'* - includes all rivers, streams, ditches, drains, cuts, culverts, dykes, sluices, sewers and passages through which water flows, except public sewers. (S.113 WRA)

4 The Powers

1 MAINTENANCE, IMPROVEMENT AND CONSTRUCTION

Main River - the NRA has power:

- (a) to MAINTAIN existing works i.e. to cleanse, repair or otherwise maintain in an efficient state any existing watercourse or any drainage work.
- (b) to IMPROVE existing works i.e. to deepen, widen straighten or otherwise improve any existing watercourse or remove or alter mill dams, weirs or other obstructions to watercourses, or raise, widen or otherwise improve any existing drainage work.
- (c) to CONSTRUCT new works i.e. to make any new watercourse or drainage work or erect any machinery or do any other act (other than referred to in 1 (a) and (b) above) required for the drainage of any land.

Sea and Tidal Defences - the NRA may construct all such works and do all such things in the sea or in any estuary as may be necessary to secure an adequate outfall for a main river.

Sea or Estuary - the NRA may construct all such works and do all such things in the sea or in any estuary as may be necessary to leave an adequate outfall for a Main River.
(S.165 WRA)

2 FLOOD WARNING SYSTEMS

The NRA has power:

- (a) to provide and operate flood warning systems,
- (b) to provide, install and maintain apparatus required for the purposes of such systems,
- (c) to carry out any other engineering or building operations required.

'Flood warning system' means any system whereby, for the purpose of providing warning of any danger of flood, information with respect to rainfall, the level of flow of any inland water or other relevant matters is obtained and transmitted.
(S.166 WRA)

3 LOCAL STATUTORY PROVISIONS

Local Acts of Parliament may provide powers in relation to specific flood prevention works e.g. construction of tidal barrages - Thames Barrier and Flood Prevention Act - which may in certain circumstances override the provisions of the WRA.

5 Nature of the Powers

The use of the powers is discretionary. However, the NRA must ensure that the discretion is exercised reasonably. Failure to use the powers correctly could give rise to:

- (a) proceedings in the High Court for judicial review of the decision, or *- Very expensive and cumbersome for an individual.*
- (b) complaint to the Ombudsman of maladministration.

6 Facilitating Powers

Although the NRA has the powers to undertake flood defence works, it must still have ancillary powers to enable entry onto the land. In the majority of cases entry can be secured by agreement. However where agreement cannot be reached, the NRA must rely upon one of 3 provisions in the WRA which provide the necessary powers for entry. The most appropriate provision will depend upon the nature and extent of the proposed works.

1 Powers of Entry

(Ss.172,173 and Schd. 20 WRA)

Please refer to separate note on powers of entry.

2 Compulsory Purchase Powers

(Ss.172,173 and Schd. 20 WRA)

(a) Purpose

The NRA may be authorised by the Secretary of State to compulsorily acquire any land required for purposes in connection with the carrying out of its functions. This includes a power to acquire any interest or right over land or to create new interest or rights.

(b) Procedure

- (i) Details of all persons with a legal interest in the land and occupiers obtained.
- (ii) Secretary of State's approval to make a Compulsory Purchase Order (CPO) to acquire a defined area of land.
- (iii) CPO made in prescribed form, describing the land by reference to a map and listing the owners, lessees and occupiers (other than tenants of one month or less) in a Schedule.
- (iv) Notice of the making of the CPO containing the prescribed information to be:
 - (1) advertised in at least one local newspaper in two consecutive weeks, and
 - (2) served on every owner, lessee and occupier listed in the Schedule to the CPO.

- (v) 21 day period for objections commencing on the date of first publication of the Notice.
- (vi) No objections: CPO submitted to the Secretary of State for confirmation.
- (vii) Objections: Local Inquiry will be held by a person appointed by the Secretary of State. The CPO may then be varied, revoked or confirmed.

Note: Objections relating to the assessment of compensation can be disregarded.

(viii) Notice of confirmation of the CPO must be:

- (1) advertised in a local newspaper, and
- (2) served on the same persons served with the notice of the making of the Order.

(ix) The validity of the confirmation of the CPO on the ground that it is outside statutory authority or that there has been a procedural irregularity may be challenged by an application to the High Court within six weeks from the first publication of the Notice of Confirmation.

(c) Procedure following confirmation of the Order

- (i) 'Notice to Treat' served on all persons with an interest in the land, requiring them to give particulars of the interest and to submit a claim for compensation.
- (ii) If possession of land not already obtained Notice of Entry served on all persons above giving 14 days notice of intended entry.
- (iii) Compensation assessed and conveyancing formalities completed.

(d) Compensation

Compensation is assessed on basis of the market value of the land or interest acquired as at the date of entry. Disputes are determined by the Lands Tribunal. However, note should be taken of the landowners right to apply for a certificate of alternative development under Sections 17 and 18 of the Land Compensation Act 1976. This is a procedure for determining the kind of development (if any) for which planning permission is to be assumed (for compensation purposes), where the Development Plan does not contemplate any development of the land or provides only for development of a kind inappropriate as a basis for market value.

(S.154, Schd.18 WRA)

3 COMPULSORY WORKS ORDER

- new in 1989 Act

(a) Purpose

The NRA may apply to the appropriate Minister (MAFF) for an order granting compulsory powers:

- (i) to carry out any engineering or building operations, or,
- (ii) to discharge water into any inland waters or underground strata.

An Order may:

- (i) authorise the compulsory acquisition of interests in and rights over land,
- (ii) create new rights and interests,
- (iii) authorise the compulsory acquisition of rights to extinguish them,
- (iv) repeal or amend any local statutory enactment,
- (v) impose conditions on the exercise of the powers it grants,
- (vi) contain such consequential provisions as the minister considers appropriate.

Examples: works affecting navigation rights or obstructing a highway.

(b) Procedure for making an Order

(i) Application and draft order to Minister.

(ii) Notice of application to be:

- (1) advertised in a local newspaper for two consecutive weeks and in the London Gazette, and
- (2) served, before the date of first publication, on:
 - local authority
 - water undertaker
 - landowners/occupiers affected
 - navigation, harbour or conservancy authority affected
 - any other person requesting notification, and
- (3) if a footpath or bridleway is to be stopped up or diverted, copies of the notice must be displayed in a prominent position at either end of the part to be affected.

(iii) Objections may be made within 28 days of the date of first publication of the Notice (or 25 days from the date published in the London Gazette, if later).

(iv) No objections: Order made.

(v) Objections: Local Inquiry held. Order can be made, as drafted or varied or rejected.

Note: Objections relating to the assessment of compensation can be disregarded.

(vi) Notices of the making of the order must be advertised (with the exception of the London Gazette) and served as in (2) above.

(vii) The making of the Order may be challenged on the grounds of lack of statutory authority or procedural irregularity by application to the High Court within six weeks of the date of first publication of the notice of the making of the Order.

(viii) If the Order contains compulsory acquisition powers the procedures for assessing compensation and obtaining possession are the same as those with a CPO.

(S.168, Schd.19 WRA)

7 Matters To Be Taken Into Account When Exercising Operational Powers

1 PURPOSE OF THE WORKS

The powers must be used for drainage purposes only and not solely for other ends e.g. to assist navigation, to facilitate development.

2 PLANNING (TOWN AND COUNTRY PLANNING ACT 1990)

(a) Planning permission is not required for works involving the inspection, repair or renewal of existing pipes, cables or other apparatus.

(b) Planning permission is deemed granted by the General Development Order 1988 for the following activities:

- (i) development in, on, or under any watercourse or land drainage works required in connection with the improvement maintenance or repair of the watercourse or works;
- (ii) works to improve, maintain or repair apparatus to measure flow;
- (iii) temporary developments during the course of an investigation or survey provided that at the end of the operations or within 6 months, they are removed and the site is, as far as is reasonably practicable, restored to its original state;
- (iv) any other development in or over or under *operational land* other than the provisions of a building or installation or erection of plant or machinery exceeding 15m in height or the height of anything it replaces whichever is the greater;

General Development Order can be changed.

11 DISCHARGES DURING WORKS

(a) Where the NRA is:

- (i) carrying out the construction, alteration, repair cleaning or examination of any reservoir, well borehole or other work belonging to or used by it,
- (ii) laying, inspecting, maintaining or altering a resource main or discharge pipe

.....it may discharge water into any available watercourse.

If the discharge is through a pipe with a diameter greater than 229 mm, then, unless it is made in an emergency, consent will be required from the Secretary of State.

- (b) However no discharge may cause damage to or injuriously affect the works or property of any railway company or navigation authority nor may it flood or damage a highway.
- (c) If the NRA fails to take all necessary steps to secure that the discharge is as free as may be reasonably practicable from:

- (i) mud and silt
- (ii) solid, polluting, offensive or injurious substances and
- (iii) any substances prejudicial to fish, spawn, spawning beds or food of fish

.....it shall be guilty of an offence.

Maximum fine - level 3.

(Ss.163,164 WRA)

12 PROTECTION FOR PARTICULAR UNDERTAKINGS

(a) General Protection

- (i) The powers do not allow anything to be done which prejudices the exercise of any statutory power, authority or jurisdiction by protected undertakers.
- (ii) Consent is required from protected undertakers for works that will injuriously affect the works or property of the undertaker or the use of such works or property

(iii) Protected undertakers:

- Civil Aviation Authority
- British Coal Corporation
- Post Office
- Water and Sewerage Undertaker
- British Telecom
- Airport Operator
- Public gas suppliers
- Electricity Generators/suppliers
- Navigation Authority
- Harbour Authority
- Conservancy Authority
- Internal Drainage Board
- Railway Company
- Public utility undertaking carried on by a local authority under any enactment.

(b) Street Works

PPA! Roads & Streetworks Act replaces AUSA.

Consent required for use of powers to break open etc. streets (not being public highways) which are under the control or maintained by a railway company or navigation authority or which forms part of a level crossing.

Failure to comply with these provisions is an offence. Maximum fine - level 3.

(c) Specific provisions for protection of railways

Consent of a railway company is required for works which interfere with:

- (i) any railway bridge or other work connected with a railway, or
- (ii) the structure, use or maintenance of a railway or the traffic on it.

(S.178, Schd.22 WRA)

(d) Specific provisions for protection of telecommunication systems

Where works involve the alteration of telecommunication apparatus, the procedures in the Telecommunications Act 1984 must be followed.

(e) Consent

Consent must not be unreasonably withheld. Disputes on the need for consent, its refusal or the terms on which it is granted are determinable by arbitration.

If an arbitrator cannot be agreed between the parties, one will be appointed by the President of the Institution of Civil Engineers.

13 HIGHWAYS

A licence will be required from the highway authority under Section 181 of the Highways Act 1980 to undertake works on under or over a highway.

8 Compensation

1 ENTITLEMENT

Any person suffering damage from the exercise by the NRA of its flood defence powers is entitled to compensation.

In making a claim the claimant must show that the particular works actually caused the damage in question.

Interest is payable on the amount of compensation assessed running from the date of the claim.

2 DISPUTES

Any dispute as to the amount of compensation will be determined by the Lands Tribunal.

3 SPOIL

Compensation MAY be paid in respect of spoil removed or deposited in accordance with Section 167 WRA.

However, if the injury caused could have been avoided if the powers had been exercised with reasonable care then the person suffering injury is entitled to compensation.

4 ASSESSMENT

Compensation is assessed by looking at the difference in value of the property before and after execution of the works. Any benefit that accrues from the works should be taken into account. (S.177.Schd.21 WRA)

9 Ordinary Watercourses

Responsibility for Ordinary Watercourses is vested mainly in IDBs and local authorities with the NRA having limited supervisory and default powers.

The provisions relating to Ordinary Watercourses are contained in the Land Drainage Act 1991.

1 INTERNAL DRAINAGE BOARDS

(a) Directions

The NRA may give IDBs general or specific directions to guide them in the exercise of their functions or relating to the construction of new works. (S.7(1) LDA)

(b) Consents

(i) NRA's consent is needed for:

- the construction or alteration of drainage works affecting the interests or drainage works of another drainage board,
- the construction or alteration (not maintenance) of any structure appliance or channel for the discharge of water into a main river.

(ii) Consent must not be unreasonably withheld and may be given subject to conditions.

(iii) If an IDB contravenes the above the NRA has the power to carry out and maintain any works and do anything necessary to prevent or remedy any damage which has resulted or may result from the actions of the IDB and to recover any reasonable expenses incurred.

(iv) Questions as to the reasonableness of a refusal of consent, the conditions imposed on the consent or the expenses incurred by the NRA may be referred to the Minister for decision. (S.7(2)-(6) LDA)

(c) Default Powers

(i) Where the NRA considers that any land is being injured or likely to be injured by flooding or inadequate drainage that might be remedied wholly or partially by the exercise of powers vested in an IDB and those powers are:

- not being exercised at all, or
- not being exercised adequately

then the NRA may exercise the powers of the IDB.

- (ii) The NRA must give the IDB 30 days notice of its intention to exercise the powers.
- (iii) If the IDB objects within the 30 day period then the NRA requires the Minister's consent to exercise the powers.
- (iv) The Minister may hold a public local inquiry into the IDB's objection.
- (v) For the purpose of exercising the default powers the NRA is authorised to inspect and take copies of any of the IDB's documents relating to land drainage or flood warning. Obstruction of the NRA's officers is an offence Maximum fine-level 4 (currently £1000).
- (vi) A County Council, Metropolitan District Council or London Borough may request the NRA to direct that the above default powers in respect of land within the Council's area be exercisable by that Council instead of the NRA.

Appeal against the NRA refusal is to the Minister.
(Ss.9,10 LDA)

(d) Works Agreements

The NRA may, by agreement with an IDB:

- (i) arrange for the NRA to carry out works on an ordinary watercourse;
- (ii) arrange for an IDB to carry out works on main river;
- (iii) contribute towards the expenses of the carrying out or maintenance of any works by an IDB. (S.11 LDA)



2 LOCAL AUTHORITIES

(a) Consents

- (i) A local authority cannot exercise its powers to carry out works on an ordinary watercourse, in pursuance of a scheme for the drainage of small areas or for the purposes of preventing flooding or mitigating any damage caused by flooding, without the consent of the NRA.
- (ii) Consent may be subject to reasonable conditions.
- (iii) Consent cannot be unreasonably withheld and is deemed to be given if the application is not dealt with within 2 months of the date it is made.
- (iv) Questions on the refusal of a consent or the conditions imposed are determined by the Minister.
- (v) The above provisions do not apply to works carried out in an emergency. Although the local authority must, as soon as practicable, inform the NRA in writing of the works and the circumstances in which they were carried out. (S.17 LDA)

(b) Default Powers

- (i) Where powers given to Metropolitan District Councils or London Boroughs are not exercised, they may be exercised by the NRA either:
 - at the request of the Council, or
 - after 6 weeks notice is given to the Council by the NRA.
- (ii) NRA can recover costs reasonably incurred.
- (iii) The Council can appeal against the notice (before the expiry of the 6 weeks) to the Secretary of State.
- (iv) Similar default powers with respect to Non-Metropolitan District Councils are vested in County Councils. (S.16 LDA)

(c) Notification - works to maintain flow

- (i) The NRA, IDBs and local authorities have powers to serve a notice requiring the flow of any watercourse, which is impeded, to be restored.
- (ii) Where this power is exercised by a local authority prior notification must be given to the NRA or IDB as appropriate. (S.25 LDA)

This would include the extension or alteration of a building unless its design or external appearance would be materially affected or its original floor space would be increased by more than 1000 square metres.

'Operational Land' - land in which an interest is held and used for the purpose of carrying on the undertaking. It does not include land which by its nature and situation is comparable with land in general rather than with land which is held or used for the purpose of carrying on the undertaking.

In all other cases e.g. new drainage works, planning permission must be obtained from the local planning authority.

3 ENVIRONMENTAL ASSESSMENT

An assessment of the environmental impact of works may be required under one of the following:

<i>Improvements</i>	The Land Drainage Improvement Works (Assessment of Environmental Effects) Regulations 1988.
<i>New Works (requiring planning permission)</i>	The Town and County Planning (Assessment of Environmental Effects) Regulations 1988.

4 SITES OF SPECIAL SCIENTIFIC INTEREST (S.28 WILDLIFE AND COUNTRYSIDE ACT 1981)

An owner and occupier of land within an SSSI cannot carry out or cause or permit to be carried out any operations of the type specified in the notification of the SSSI unless:

- (a) notification in writing of the proposed operations and land affected is given to English Nature, and
- (b) English Nature's written consent is obtained or 4 months has elapsed since the notice was given.

Failure to comply with these requirements without reasonable excuse is a criminal offence.

Reasonable excuse includes carrying out works with the benefit of planning permission or in an emergency (provided details of the works and the emergency are given to English Nature as soon as reasonably practicable). In the case of *Southern Water Authority v- Nature Conservancy Council (1991)* it was held that, the Authority, whilst undertaking flood defence works in an SSSI, could not be treated as the occupier of the land for the purpose of Section 28.

Therefore, the NRA is not required to comply with the provisions of Section 28 unless it is carrying out works on land in which it has an interest i.e. owner, tenant or licensee.

5 SPECIAL SITES (S.29 WILDLIFE AND COUNTRYSIDE ACT 1981)

The Secretary of State may make an order in respect of any land for the purpose of:

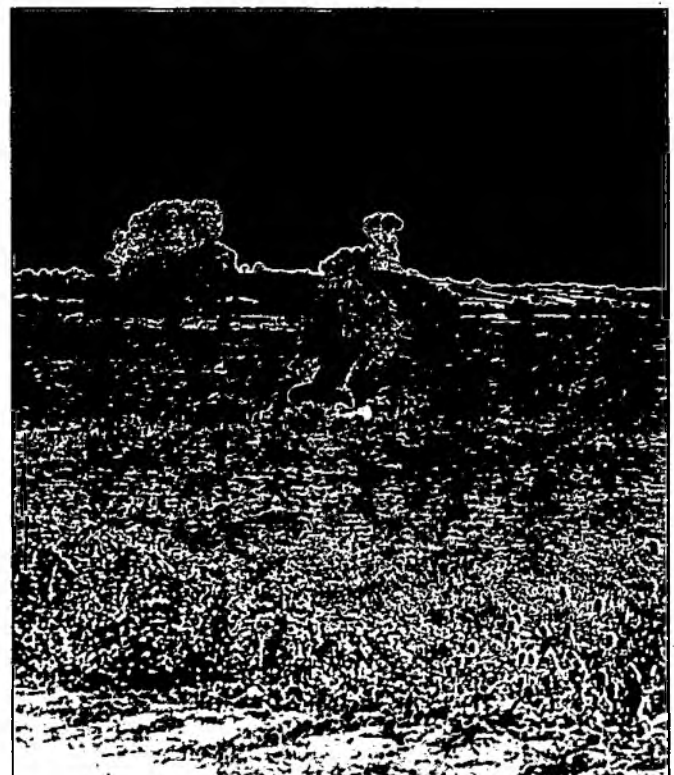
- (a) securing the survival of any animals or plants or complying with an international obligation,
- (b) conserving any flora, fauna or geological or physiographical features.

It is an offence for any person to undertake operations upon land included in the order which would be likely to adversely affect the above.

No offence is committed by an owner or occupier if:

- (a) notice of the proposals is given to English Nature, and
- (b) consent is given or 3 months has expired from the date of the Notice.

As with Section 28 no offence is committed in respect of works undertaken in an emergency or in accordance with planning permission granted on application.



6 ENVIRONMENTAL DUTIES

These provisions apply to those areas of land where:

- (a) Notification is given by English Nature that an area of land is of special interest by reason of its flora, fauna, or geological or physiographical features.

Notification is not constrained to include only those sites which are SSSIs under the provisions of Section 28 above.

- (b) Notification is given by the National Park Authority that land within a National Park is of particular conservation importance.

Where notification is given the NRA has a DUTY TO CONSULT English Nature or the National Park Authority (as appropriate) when it proposes to carry out works which, in the Authority's opinion, would be likely to:

- (a) destroy or damage those features which make the land a site of special interest,
- (b) prejudice those conservation considerations which make the land within a National Park of particular importance.

Consultation: This is not the same as notification. Sufficient time should be allowed for comments to be made which must then be considered.

The consultation exercise should always be evidenced in writing to avoid misunderstandings that could arise in meetings or informal discussions.

The requirement for consultation does not apply in cases of emergency provided details of the emergency and the works undertaken are submitted to the appropriate authority as soon as reasonably practicable.

Unlike Section 28, failure to comply with the provisions is not a criminal offence. However, the duty is subject to enforcement by the Secretary of State by means of an Enforcement Order under WRA.

(S.17 WRA)

7 SPOIL DISPOSAL

- (a) The NRA, when widening, deepening or dredging a watercourse may, without payment:

- (i) appropriate and dispose of the matter removed,
- (ii) deposit the matter on the banks of the watercourse or on land adjoining it, if the matter can be removed from the watercourse and deposited on the land by mechanical means in one operation.

This has been interpreted to mean one operation by an excavator dredging material and depositing it from its scoop onto the bank and does not to cover operations by other machinery (*Stapleford -V- Severn Trent Water Authority 1989*).

- (b) Material deposited must not cause a statutory nuisance under the Environmental Protection Act 1990.
- (c) The NRA may enter into an agreement with a District Council or London Borough for the removal of the matter.
- (d) Dredging spoil is industrial waste for the purposes of Part I of the Control of Pollution Act 1974 but a waste disposal licence is not necessary in respect of spoil deposited on the banks of an inland water from which the waste was dredged and is made as the operation proceeds.

For compensation provisions see paragraph 3, Page 18.

(S.167 WRA)

8 CROWN LAND

Works on lands in which the Crown of the Duchies of Lancaster or Cornwall have an interest will require the consent of the appropriate authority.

(S.222 WRA:S.74 LDA)

9 FISHERIES

In exercise of flood defence powers due regard must be given to the interests of fisheries, including sea fisheries.

(S.105(3)WRA)

10 ANCIENT MONUMENTS

The powers do not authorise the NRA to carry out works or do anything in contravention of any of the provisions of the Ancient Monuments and Archaeological Areas Act 1979.

(S.183(2)WRA)

Chapter 5: Enforcement Powers

1 Introduction

The NRA's enforcement provisions are to be found in:

- (1) The Water Resources Act 1991.
- (2) The Land Drainage Act 1991.

2 Indirect Enforcement Powers

1 GENERAL SUPERVISION

The NRA is required to exercise a general supervision over all matters relating to flood defence.

* This covers not only Main River but also Ordinary Watercourses which are under the jurisdiction of local authorities, or IDBs. (S.105 WRA)

2 DEFAULT BY OTHER DRAINAGE AUTHORITIES

- 7
- (a) If another Drainage Authority, i.e. ^{local-authority} local-authority or IDB, is in default of its flood defence responsibilities the NRA may exercise those powers. ^{continue powers of} (Ss. 9, 10 LDA) ^{defence only}
 - (b) If the defaulting Drainage Authority is a non-metropolitan District Council then ^{may} either the County Council ~~or the NRA upon request~~ may exercise these powers. (S.16 LDA)

(Please see Chapter on operational powers for greater detail)

3 Direct Enforcement Powers - Main Rivers

1 OBLIGATIONS OF LANDOWNERS

The NRA has power to enforce obligations to repair watercourses etc. which exist by reason of tenure, custom prescription or otherwise.

(S.107(2) WRA; S.21 LDA)

Such obligations are rare and do not include the statutory obligations which are in both Acts.

There is no general obligation at common law on landowners to keep banks etc. in repair.

2 IMPEDING PROPER FLOW OF MAIN RIVER

- (a) Where a Main River is in such a condition that the proper flow of water is impeded, then **unless** the impediment is due to mining subsidence NRA may serve Notice requiring the condition be remedied.

(b) Procedure

- (i) The Notice may be served on:
 - (1) any person having control of the part of Main River where any impediment occurs; or
 - (2) any person owning or occupying land adjoining that part; or
 - (3) any person to whose act or default the condition of that part of the Main River is due.

If the person is a non-owner or non-occupier of the land then consent of the owner or occupier will be required before any work can be carried out.

(ii) The Notice must explain:

- (1) the nature of the works required and the period allowed;
- (2) the right of appeal to the Magistrates Court, and the period for lodging that appeal.

(iii) Subject to any right of appeal NRA may carry out the required work in default and recover costs.

- (iv) Failure to comply with a Notice is an offence and carries with it a fine not exceeding level 4 on the standard scale.

(S.107(3) WRA; S.25 LDA)

What is the definition of a culvert?

Yorkshire currently testing definition in Courts

(c) **Appeals against Notice**

- (i) Appeal must be lodged within 21 days of receiving the Notice.
- (ii) The permissible grounds for appeal are:
 - (1) the Notice or requirement is not justified;
 - (2) the Notice is defective;
 - (3) the works required are unreasonable, or reasonable alternatives have been refused;
 - (4) the period allowed is unreasonable;
 - (5) notice should have been served on someone else;
 - (6) someone else ought to contribute to the expense.

(S.27 LDA)

3 STRUCTURES IN, OVER OR UNDER A MAIN RIVER

- (a) The following require NRA consent:
 - (i) the erection of any structure in, over or under a watercourse which is part of a Main River;
 - (ii) the carrying out of any work of alteration or repair on any structure in, over or under a watercourse which is part of a Main River, if the work is likely to affect the flow of water in the watercourse or to impede any drainage work;
 - (iii) the erection or alteration of any structure designed to contain or divert the floodwaters of any part of a Main River.
- (i) and (iii) above must be in accordance with plans and sections approved by the NRA.
- (b) Emergency work under (i) and (ii) above may be done without consent, but the person doing the work must inform the NRA **in writing** as soon as practicable of the work and of the circumstances.
- (c) If any work is done without consent then the NRA may remove, alter or pull down the work and recover the expenses from the person who carried it out.
- (d) These provisions do not affect any requirement for governmental consent for erection of a bridge, nor any powers exercisable by any government department.

Note: "Structure" is not defined by the WRA or LDA but the Courts have taken the term to mean "anything which is constructed" (*Hobday - v - Nicol*).
(S.109 WRA)

4 CONSENTS AND APPROVALS

- (a) Procedures for consents and approvals required under S.109 WRA are located in S.110 WRA.
- (b) The NRA may charge an application fee, currently £50.
- (c) Consent or approval shall not be unreasonably withheld.
- (d) Reasonable condition may be attached to consents as to the time at which and the manner in which any work is to be carried out.
- (e) Consent shall be deemed to have been given if it is neither given nor refused within "the relevant period".

Note: The relevant period is in the case of a consent the period of 2 months from the latest of:

- (i) the day on which application for consent is made, or
- (ii) if an application fee is required to be paid, the day on which the liability to pay the fee is discharged,

or in the case of an approval the period of 2 months after application for approval is made.

The period cannot be extended by agreement.

- (f) There is no power to vary or revoke a consent.
- (g) If the question arises whether consent or approval is necessary then arbitration is available, either by agreement or appointment by the President of the Institution of Civil Engineers or determination by the Ministers or Secretary of State.

(S.110 (4) WRA)

No means of prosecution will be included in byelaws.

5 BYELAWS

- (a) The NRA is authorised to make byelaws for flood defence and drainage purposes.
- (b) Byelaws may require the consent of the NRA to be obtained before certain works or activities are carried out.
- (c) Breach of byelaws is subject to penalties not exceeding level 5 on the standard scale, with a daily penalty not exceeding £40 for continuing offences.

Note: Because of the nature of byelaw offences prosecutions must be lodged within 6 months of the contravention otherwise the NRA will be barred from action.

(Ss.210 and 211, Schd.25 WRA)

4 Direct Enforcement Powers - Ordinary Watercourses

1 CONTROL OF FLOW IN WATERCOURSES

- (a) Written consent of the NRA is required to:
 - (i) erect any mill-dam, weir or other like obstruction to the flow of any Ordinary Watercourse, or the raising or otherwise altering of any such obstruction;
 - (ii) erect any culvert that would be likely to affect the flow of any Ordinary Watercourse, or the alteration of any culvert in a manner that would be likely to affect any such flow.
- (b) Provision for the application for such consent, fees, etc. is comparable with those found in S.110 WRA.
- (c) Consent is not required for any works under the control of:
 - (i) a Navigation Authority.
 - (ii) a Harbour Authority.
 - (iii) a Conservancy Authority, or
 - (iv) any works carried out or maintained under or in pursuance of any Act or any order having the force of an Act.

Note: Although *Ordinary Watercourse* is defined as non-Main River, the NRA (except for IDBs in their own districts) is the enforcement Authority for S.23 consents. (S.23 LDA)



Notes

2 IMPEDING FLOW

The power available under Section 25 LDA relates also to Ordinary Watercourses.

3 DEFAULT POWERS

- (a) Where the NRA is of the opinion that land is injured or is likely to be injured by flooding or inadequate drainage that could be remedied by the exercise of drainage powers vested in any IDB which:
- (i) are not being exercised at all, or
 - (ii) are not being exercised to the necessary extent, then the NRA may exercise any or all of those powers (S.9 LDA)
- (b) The NRA may on the application of any Council of a County, Metropolitan District or London Borough direct that powers shall as respects land in the area of the Council be exercisable by that Council instead of the NRA. (S.10 LDA)

Chapter 6: Powers of Entry

1 Introduction

- 1 The powers to undertake flood defence and drainage works do not authorise entry to premises but allow the works to be lawful.
- 2 There is no general right to enter premises to carry out statutory functions and the right of entry must be expressly made by statute.
- 3 The NRA's powers of entry in respect of all functions are contained in Section 169 to 174 and Schedule 20 of the Water Resources Act 1991. The powers apply to premises, which in turn applies to land including land covered by water.

2 Purposes for which Powers of Entry may be exercised

1 ENFORCEMENT PURPOSES

- (a) to ascertain whether provision of any enactment or function or byelaw is or has been contravened;
- (b) to carry out inspections, measurements and tests for enforcement purposes. (S.169 WRA)

2 CERTAIN WORKS PURPOSES

To carry out any survey or tests for the purpose of determining:

- (a) whether it would be appropriate for NRA to acquire any land, or any interest for purposes connected with the carrying out of its functions;
- (b) to apply for a compulsory works order. (S.171 WRA)

3 OTHER PURPOSES

- (a) to determine whether and how any power or duty should be exercised or performed;
- (b) to exercise or perform any power or duty;
- (c) to inspect, measure, test and take away samples;
- (d) to carry out borings and other works, and installation, monitoring and other apparatus. (S.172 WRA)

3 Notice of Entry

- 1 Prior notice is not necessary
 - (a) in an emergency, or
 - (b) if the premises or vessel are non-residential and entry is to be at a reasonable time and without heavy equipment. (Para.1(2), Schd.20 WRA)

(c) entry should be at a reasonable time.

2 Notice is required where

- (a) the premises or vessel is residential, or
- (b) entry is to be with heavy equipment.

3 FORM AND CONTENT OF NOTICE

- (a) Seven days written notice of intended entry must be given. (S.221(1)WRA)
- (b) The notice ought to specify the reason why entry is required and specify the date on which it is intended to enter the premises.

4 SERVICE OF NOTICE

- (a) A Notice may be served:
 - (i) by delivery to the person, or by leaving it at his proper address, or by sending it by post to him at that address, or
 - (ii) if the person is a company by service under (i) above on the secretary or clerk, or
 - (iii) if the person is a partnership, by service under (i) above on the partner or person having the control or management of the partnership business. (S.220 WRA)
 - (b) If the relevant person cannot be found after reasonable enquiry, or if the premises are unoccupied, the Notice may be served by:
 - (i) addressing the Notice to "the owner/occupier/lessee" of the relevant land;
 - (ii) delivering the Notice to any person who appears to be resident or employed on the land; or
 - (iii) by leaving it conspicuously affixed to some building or object on the land. (S.220(4) WRA)
- (5) Entry must be at a reasonable time.

4 Warrants

- 1 A Warrant may be obtained from a Justice of the Peace to exercise the power of entry if it can be shown to his satisfaction, on sworn information in writing:

- (a) there are reasonable grounds for the exercise in relation to any premises or vessel of a power conferred by the WRA, and
- (b) one or more of the following conditions are fulfilled:
 - (i) that the exercise of the power in relation to the premises or vessel has been refused;
 - (ii) that such a refusal is reasonably apprehended;
 - (iii) that the premises are unoccupied or the vessel is unoccupied;
 - (iv) that the occupier is temporarily absent from the premises or vessel;
 - (v) that the case is one of urgency; or
 - (vi) that an application for admission to the premises or vessel would defeat the object of the proposed entry.

- 2 The JP will not issue a Warrant by virtue only of (i) or (ii) above unless he is also satisfied that

- a) notice of the intention to apply for the Warrant has been given to the occupier of the premises or vessel; or
- b) that the giving of such a notice would defeat the object of the proposed entry.

- 3 Any Warrant issued shall continue in force until the purposes for which the Warrant was issued have been fulfilled.

(Para.1,Schd.20 WRA)

5 Entry under Warrant

- 1 The JP will authorise the NRA to designate a person who shall be authorised to exercise the power in relation to the premises or vessel, in accordance with the Warrant, and if need be, by force.

The designated person ought to be an authorised officer of the NRA.

- 2 Before exercising the power of entry the authorised person should produce his authorisation to the occupier, along with the Warrant.
- 3 The authorised person may take with him onto the premises or vessel other persons and necessary equipment.
- 4 The authorised person must leave the premises or vessel as effectively secured against trespassers as he found them.

(Para.2, Schd.20 WRA)

6 Offences

It is an offence to:

- 1 intentionally obstruct another person in the exercise of a right or Warrant of entry, subject to a penalty not exceeding level 3 on the Standard Scale (obstruction is taken to refer to anything which makes it more difficult for the person exercising the right to carry out his duties);
- 2 intentionally or recklessly interfere with any structure, installation or apparatus belonging to the NRA, subject to a penalty not exceeding level 3 on the Standard Scale;

(S.176 WRA)

- 3 exercise a power of entry by impersonation, subject to a penalty not exceeding level 3 on the standard scale.

(S.174 WRA)

7 Crown Interests

- 1 No power of entry is, in connection with flood defence, exercisable in relation to premises in which there is a Crown or Duchy interest without the consent of the appropriate body.
- 2 A Crown or Duchy interest means land belonging to:
 - (a) the Queen,
 - (b) the Duchy of Lancaster and Duchy of Cornwall,
 - (c) a government department.

(S.222 WRA)

8 Compensation for Entry

- 1 Where loss or damage is sustained by reason of the exercise of the power of entry, or failure to leave premises secured, the NRA has a duty to make **full** compensation, unless
 - (a) the loss or damage is attributable to the default of the person who sustained it, or
 - (b) it is loss or damage in respect of which compensation is payable by virtue of any other provision under the WRA.
- 2 If there is any dispute as to entitlement to or the amount of compensation, then disputes are resolvable by a single arbitrator appointed by agreement, or in default by the President of the Lands Tribunal or a Minister.

(Para 6, Schd 20 WRA)

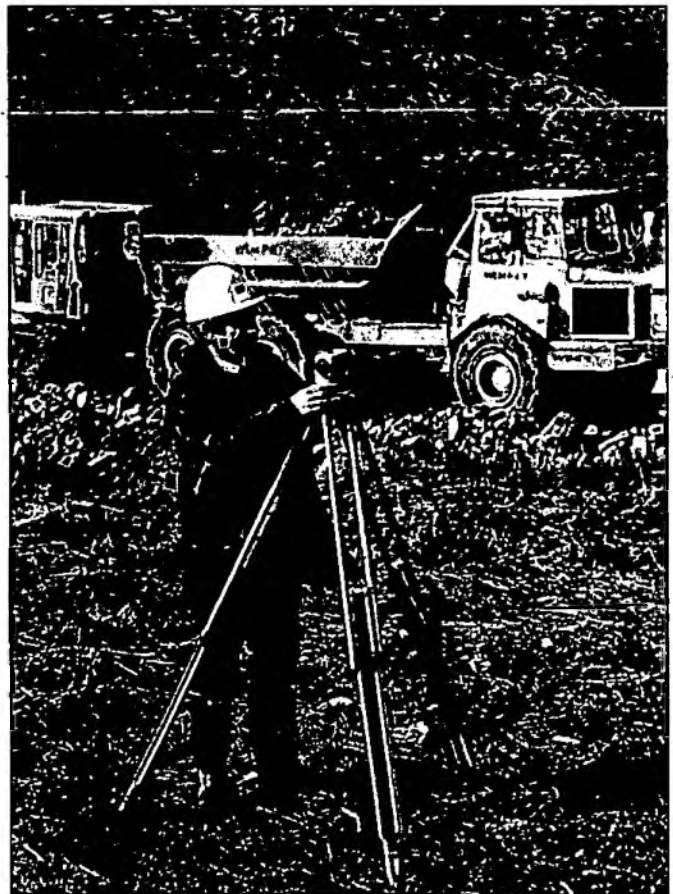
Note: Compensation will be payable even if the entry was illegal.

9 Case Law

- 1 *Pattinson - v - Farningley IDB* (1970) AER 790-794.
- 2 *R - v - North West Water Authority and others* (1985).
- 3 *Dŵr Cymru Cyfyngedig - v - Williams* (1991)

10 Practice

- 1 Every effort should be made to enter premises by agreement.
- 2 Even if agreement has been reached, Notice should be served to fix the legal rights of the parties, i.e. the NRA's right of entry and the occupiers right to compensation.
- 3 Service of a Notice does not preclude earlier entry by agreement.



Chapter 7: Conservation

1 The Duties

The NRA has general duties in respect of conservation, public access and recreation. These duties are in summary:

- 1 to further the conservation and enhancement of natural beauty and the conservation of flora, fauna and geological or physiographical features of special interest;
- 2 to have regard to the desirability of protecting and conserving buildings, sites and other objects of archaeological, architectural or historic interest;
- 3 to have regard to the desirability of preserving for the public freedom of access to places of natural beauty and to buildings, sites and other objects of archaeological, architectural or historic interest;
- 4 to ensure that water and land associated with water which is under the control of the NRA is made available for recreational purposes and in the best manner; and in doing so, that the needs of persons who are chronically sick or disabled are taken into account.
- 5 to promote:
 - (a) the conservation and enhancement of the natural beauty and amenity of inland and coastal waters and of land associated with such waters;
 - (b) the conservation of flora and fauna which are dependent on an aquatic environment; and
 - (c) the use of such waters and land for recreational purposes.

(Ss.2 and 16 WRA)

In the case of *South Lakeland District Council -v- Secretary of State for the Environment (1991)* the Court interpreted the word 'preserved' to mean 'not harmed'.



2 Application of the Duties

- 1 The duties apply to the performance of all of the NRA's functions including the granting of consents or authorisations for another persons proposals, e.g discharge consents, water abstraction licences, land drainage consents.
- 2 Policy Implementation Guidance Note (Reference CE/LL/001) provides detailed guidance on the extent of the duties (other than those relating to recreation) and the manner in which they are to be applied.

In relation to flood defence the duties must be applied to the following activities:

- (a) the undertaking of the NRA's own works;
 - (b) the determining of consents under the WRA, LDA and Byelaws for other persons' works;
 - (c) consideration of planning applications in the role of consultee.
- 3 The Code of Practice on Conservation, Access and Recreation (DOE, MAFF, Welsh Office) 1989 provides practical guidance to and promotes desirable practices by the NRA.

3 The Role of Planning Liaison

The NRA should seek to express its views regarding development involving river works at the planning application stage. In this way a developer can be made fully aware of the NRA's approach, especially in relation to conservation, at an early stage. This may avoid the situation where planning permission is granted for a development involving river works for which the NRA's consent will not be forthcoming.

In order to advise developers of the NRA's approach to river works, a Developers Guidance Note is in the course of preparation, and will be circulated to developers and planning authorities.

4 Works in SSSIs and National Parks

For details of the procedures to be followed by the NRA when undertaking works in specially protected areas refer to the Chapter on operational powers.

Chapter 8: Liability for the Exercise of Powers

1 Introduction

- 1 There are two types of law:
 - (a) Statute Law
 - (b) Common Law *+ Case Law Common K both.*
- 2 These types of law can be sub-divided into two classifications:
 - (a) *Civil Law* - where a person suffers damage from the exercise of rights and seeks a remedy either in damages or through an injunction;
 - (b) *Criminal Law* - where a person commits an unlawful action which is an offence and which is punishable by prosecution leading to either a fine and/or imprisonment.
- 3 Unless the NRA commits a criminal offence its potential liabilities lie under the classification of civil law.

2 Civil Law

There are four main forms of action which provide a means of redress for injury. These are:

- (1) Nuisance
- (2) Trespass
- (3) Negligence
- (4) The Rule in *Rylands -v- Fletcher*



1 NUISANCE

- (a) This is the most common form of action, and where nuisance can be established and consequent damage shown, the remedies available are:
 - (i) an injunction, and/or
 - (ii) an award of damages.
- (b) For an action in nuisance to succeed:
 - (i) actual damage must have occurred;
 - (ii) the plaintiff must have sufficient legal interest in the land; and
 - (iii) there must be a material injury to the property in question.
- (c) In the case of *Leakey -v- National Trust (1980)* where a person knows that the natural condition of land constitutes a threat to neighbouring property, then there is a duty to take reasonable steps to prevent damage.

Inaction could therefore attract liability.

2 TRESPASS

- (a) Trespass to land has been defined as the unjustifiable interference with the possession of land. Resultant damage by virtue of the interference is not necessary for an action against trespass to succeed. However, if there is no or little injury caused then any damages awarded are likely to be nominal.
- (b) An action for trespass:
 - (i) is only actionable by the occupier of the land either as a freeholder or leaseholder;
 - (ii) it must arise out of a negligent or intentional act; and
 - (iii) proof of damage is not always needed.

3 NEGLIGENCE

Negligence is the breach of a legal duty to take care which results in damage being suffered by another person. For negligence to occur three elements are required to be present:

- (a) A duty of care,
- (b) A breach of that duty,
- (c) Consequential damage.

(a) Duty of care

A duty of care arises where there is sufficient proximity between the plaintiff and the defendant for it to be foreseeable that the defendant's acts or omissions could, if he fails to take reasonable care, cause damage. The expectation of reasonable care will vary with the circumstances of a particular case. It is therefore an objective standard which can be modified. However the question which should always be borne in mind is whether damage would be foreseeable by a "reasonable man".

(b) Breach of duty

Once a duty of care has been established there must be a breach of it. Again the standards of a "reasonable man" are brought into play. In each case the Courts will consider whether the risk was sufficiently great to require more of the defendant than he had actually done.

(c) Consequential damage

The plaintiff's damage must have been caused by the defendant's breach of duty and must not be too remote a consequence of it.

(d) Duty of care in exercise of a statutory power

The question which often arises is: does a public authority have a duty to take care in the exercise of a statutory power? As regards the flood defence function of the NRA, which has a number of permissive statutory powers, the current situation is outlined in the case of *East Suffolk Rivers Catchment Board -v- Kent (1941)*.

In that case the House of Lords refused to find liability for damage to property caused by the negligent exercise of a statutory power.

However the Court indicated that there may be liability for any damage caused over and above that which would have taken place if the powers had not been exercised.

If the NRA chooses not to exercise its permissive powers then no liability attaches. Given the low number of legal actions against flood defence authorities the position of the *East Suffolk* case has not been challenged. However, other cases against local authorities have explored the area of liability and the duty of exercising statutory powers with care. Given these recent developments the decision in the *East Suffolk* case may not now be defensible.

In exercising any permissive power therefore:

- 1 care should be taken in performing any works;
- 2 the works should be carried out in a professional manner.

4 THE RULE IN *RYLANDS -v- FLETCHER*

Following on from the decision in the case of *Rylands -v- Fletcher* it is now well established that where a person brings onto his land any material which is "likely to do mischief if it escapes" then if that material escapes he is absolutely liable for any damage caused by that escape.

There are however a number of limited defences available:

- (a) consent was given to the activity complained of;
- (b) the escape and consequent damage were as a result of an unauthorised act of a third party; or
- (c) Act of God.

3 Liability for Advice

1 FLOOD WARNINGS

Given the provisions of the WRA enabling the NRA to establish flood warning systems, two questions arise:

- (a) would the NRA be liable for failing to operate a flooding warning system properly?
- (b) could the NRA be liable for negligently failing to issue a flood warning when necessary?

With regard to (a) the NRA's liability would depend upon the circumstances of the particular incident. Again a duty of care would need to be shown and it would need to be proved that that duty had been breached and the result was consequential damage. In the case of *Robinson - v - Cardiff City Council, Welsh WA and South Glamorgan Council (1987)* the City Council were held liable for property damage following the failure of the flood warning system.

With regard to (b) the NRA could be liable in relation to:

- (i) failing to warn at all;
- (ii) giving an inaccurate warning; or
- (iii) giving a warning when none was necessary.

2 GENERAL ADVICE

Again the concept of duty of care arises. When advice is charged for, the expectations are higher. A negligent mis-statement may, following the case of *Hedley Byrne -v- Heller (1964)*, make the NRA liable for economic loss suffered as a result of negligent advice.

4 Liability from Land Ownership

1 OCCUPIERS LIABILITY ACT 1957

The above Act created a duty of care owed by an occupier to his visitors.

Occupier denotes a person who has sufficient degree of control over premises.

Visitor includes a person to whom express or implied permission to enter has been given or a person who may enter premises in exercise of a right conferred by law.

(a) Duty of Care

The duty is to take such care as in all the circumstances of the case is reasonable to see that the visitor will be reasonably safe in using the premises for the purposes for which he is invited or permitted to be there.

(i) The duty is not owed:

- 1 to anyone injured where he is expressly or impliedly warned not to go;
- 2 to anyone who goes to a part of the premises where no one would reasonably expect him to go.

(ii) The duty requires that the occupier must be prepared for children to be less careful than adults.

(b) Warnings

In most cases a warning of the danger will be sufficient to enable the visitor to be safe and so amount to a discharge by the occupier of his duty of care.

2 OCCUPIERS LIABILITY ACT 1984

This Act covers the duty of care owed to trespassers.

A duty is owed if:

- (a) the occupier is aware of any danger or has reasonable grounds to believe it exists;
- (b) the occupier knows or has reasonable grounds to believe that the trespasser is in the vicinity of the danger or that he may come into the vicinity;
- (c) the risk is one which, in all circumstances, he may reasonably be expected to offer the other some protection.

The duty is to take such care as is reasonable to see that the trespasser does not suffer injury. The duty may be discharged by giving warnings of the danger concerned or to discourage persons from incurring the risk.

3 SEA DEFENCE WORKS

Even though the NRA may not have exclusive control over the structural condition of sea defence works liability may arise under the Occupiers Liability Acts.

Table of Cases

- 1 Collier - v - Anglian Water Authority
- 2 Dŵr Cymru Cyfyngedig - v - Williams
- 3 East Suffolk Rivers Catchment Board -v- Kent
- 4 Hedley Byrne & Co. - v - Heller & Partners Ltd.
- 5 Leakey and others - v - National Trust
- 6 Pattinson and another - v - Finningley Internal Drainage Board
- 7 R - v - Chorley Magistrates Court ex parte NWWA
- 8 Rylands - v - Fletcher
- 9 South Lakeland D. C. - v - Secretary of State for the Environment
- 10 Southern Water Authority - v - Nature Conservancy Council

CASE NO. 1

Notes

Collier

-v-

Anglian Water Authority
(1983)

FACTS

Collier (C) had walked along a promenade with the intention of buying ice-cream from a shop which was situated facing the sea on the other side of the promenade. C tripped against a ridge formed between two large paving slabs where one had sunk. C sought judgment against Anglian Water Authority (AWA) on the basis that they were the occupiers of the promenade within the meaning of the Occupiers Liability Act 1957 and owed C, a visitor, a common duty of care under the Act.

At some time in the past an earth mound had been formed to provide a sea defence. Between 1922 and 1924 the relevant Land Drainage Board had faced the mound with a concrete wall 7 feet high running along the beach and had topped this with concrete slabs. The land was owned by the local Council which had granted leases for shops on the constructed promenade.

Predecessor authorities to AWA had responsibilities for the sea wall and Byelaws had been introduced to protect the wall against unauthorised works. AWA argued that since the local Council owned the land then they, the Council, would be liable for any injury suffered by C.

DECISION

Claim allowed.

Given the amount of exercise of control AWA had over the sea defence wall, AWA were occupiers within the meaning of the Occupiers Liability Act 1957. AWA did not have exclusive control of the promenade, but had control of its structural condition, and whilst they had no power to exclude the public, they did have the power under their Byelaws to do so for the purpose relating to the structural condition of the promenade. Since public access had not been forbidden, the AWA did owe C a duty of care and were liable to her for the injuries suffered.

CASE NO: 2

Notes

Dŵr Cymru Cyfyngedig

v -

Williams
(1991)

FACTS

Welsh Water (WW) constructed a trunk main part of which was in land in Williams ownership and part in immediately adjoining land not owned by Williams.

Williams consented to WW entering his land and laying the main; however he objected to WW using his land to gain access to the adjoining land.

WW applied for a warrant to enter Williams land under Section 178 (2) of the Water Act 1989. WW argued that under the Water Act 1989 they had power to enter premises for the purpose of exercising, in respect of any land, powers conferred on them by the Act. Since the adjoining land was 'any land' within the meaning of the Act, Section 178 authorised entry onto Williams land to carry out the works.

The Court refused the application and WW appealed.

DECISION

Appeal allowed.

On appeal the Court held that provided the relevant considerations of Section 178 are satisfied, the Court can issue a warrant to enter onto land for the purpose of exercising powers on adjoining land.

CASE NO: 3

Notes

East Suffolk Rivers Catchment Board

- v -

Kent
(1941)

FACTS

Kent was the owner of land protected by a wall from inundation by a tidal river. The wall partly collapsed leaving a breach 20 ft to 30 ft wide.

East Suffolk RCB attempted to repair the breach by running a dam straight across it. It was proved that this method of repair was impracticable and that the correct method would have been to construct a 'V' shaped dam. It was also proved that East Suffolk RCB had attempted the work with an insufficient number of men. This caused delay in repairing the breach and therefore further flooding on Kent's land.

Kent sought damages from East Suffolk RCB.

DECISION (ON APPEAL)

Dis -

Claim allowed.

Since the damage done by the flooding was due to "the forces of nature" and not due to the exercise of East Suffolk's statutory powers they (East Suffolk) were under no liability to Kent.

Where a statutory authority is entrusted with a mere power it cannot be made liable for any damage sustained by a member of public by reason of a failure to exercise that power. If in the exercise of its discretion it embarks upon the execution of the power, the only duty it owes to any member of the public is not thereby to add to the damage which he would have suffered had he done nothing.

So long as a statutory authority exercises the discretion honestly it is for it to determine the method by which, and the time within which, and the time during which, the power shall be exercised.

The Authority cannot be made liable for any damage which would have been avoided had it exercised its discretion in a more reasonable way.

CASE NO: 4

Notes

Hedley Byrne & Co.

-v-

Heller & Partners Limited

(1963)

FACTS

Hedley Byrne (HB) were advertising agents who had booked space and time on behalf of a customer, Easipower Ltd. They had doubts about Easipower's financial position and asked their bankers to obtain from Heller and Partners (HP), Easipower's bankers, a statement on Easipower's standing. HP replied, firstly by telephone, saying "we do not believe the Company would not undertake any commitments they were unable to fulfil".

Three months later HB asked if the Company were trustworthy to the extent of £100,000. HP replied by letter marked "for your private use and without responsibility on the part of this bank and its officials" saying that the Company were respectably constituted and considered good for ordinary business arrangements, but that £100,000 was a figure "larger than we are accustomed to see".

On reliance of HP's statements HB did not cancel its contract with Easipower which subsequently went into liquidation.

HB sought damages from HP.

DECISION

D/S -

Claim allowed.

If in the ordinary course of business or professional affairs a person seeks information or advice from another who is not under a contractual or fiduciary obligation to give the information or advice in circumstances which a reasonable man so asked would know that he was being trusted or that his skill or judgement was being relied upon, and the person asked chooses to give the information or advice without clearly qualifying his answer as to show that he does not accept responsibility, then the person replying accepts a legal duty to exercise such care as the circumstances require: and for a failure to exercise that care an action for negligence will lie if damage results.

CASE NO: 5

Notes

Leakey and Others

- v -

National Trust

(1980)

FACTS

The National Trust owned and occupied a piece of land consisting of a conical shaped hill composed of soil which made it liable to cracking and slipping as a result of weathering.

Leakey was the owner of a house at the base of the hill. For years there had been from time to time slides of soil, rock and other debris. In 1976 however, due to the prolonged drought, a large crack appeared in the hill. Leakey pointed out the crack to the National Trust saying that there was grave danger to his property. The National Trust replied that they were not obliged to do anything since the problem was due to the natural movement of the earth.

Weeks later the expected collapse occurred and the National Trust were asked to clear the debris and carry out preventative works. They refused saying that they were not responsible for what had happened.

Leakey sought damages from the National Trust

DECISION

Claim allowed.

In English law there was both in principle and on authority a general duty imposed on occupiers in relation to hazards occurring on their land, whether the hazards were natural or man-made.

A person on whose land a hazard naturally occurred and which encroached or threatened another's land thereby causing or threatening damage was under a duty if he knew or ought to have known of the risk of encroachment, to do what was reasonable in all the circumstances to minimise the risk of the known or foreseeable damage or injury to the other person or his property, and was liable in nuisance if he did not.

CASE NO: 6

Notes

Pattinson and another

- v -

Finningley Internal Drainage Board
(1970)

FACTS

The IDB gave notice of its intention to enter land not less than 7 days after the date of the letter to carry out certain works.

Mr Pattinson objected but the IDB still went ahead with the works and Mr Pattinson claimed for damages for trespass and damage caused to the land.

DECISION

Claim refused.

The IDB had a right of entry for the purposes of exercising any of its functions under the Land Drainage Act 1930 and had given due notice of entry under the Land Drainage Act 1961.

The IDB was not therefore liable for damages for trespass and damage caused to land, although compensation as provided for by the Acts for the exercise and functions would be payable.

CASE NO: 7

Notes

R

- v -

Chorley Magistrates Court
(ex parte North West Water Authority)
and Riley
(1985)

FACTS

NWWA gave notice of intended entry to Riley relating to land in his ownership.

Riley refused NWWA entry on the grounds that the alternative route originally chosen was a better option. NWWA therefore sought a warrant from the local Magistrates. The Magistrates refused the warrant stating that the proposed works, in view of other engineering options, were not a "reasonable ground" for granting the application.

NWWA appealed against the Magistrates decision.

DECISION

Appeal allowed.

Magistrates have no jurisdiction to examine the merits of a particular route or scheme of works. There was no objectionable ground on which a warrant could be refused and the warrant for entry should therefore be granted.

CASE NO: 8

Notes:

Rylands

- v -

Fletcher

(1866)

FACTS

Fletcher employed independent contractors to construct a reservoir on his land. The Contractors failed to seal off certain disused mine shafts on the site and when the reservoir was filled, water escaped through the shafts and Rylands' adjoining mine was flooded.

DECISION

A person is absolutely liable for any escape of material which he brings onto and collects on his land.

CASE NO:9

Notes

South Lakeland District Council

- v -

Secretary of State for the
Environment
(1991)

FACTS

An application was made for planning permission to erect a new vicarage on land within the curtilage of an existing vicarage in a village lying within a designated conservation area. The local planning authority refused the application on the grounds that the proposal would be seriously detrimental to the history, architecture and visual character of the area. An appeal against the refusal was made to the Secretary of State. The appeal was allowed and planning permission granted subject to conditions.

The planning authority applied to the court to quash the Secretary of State's decision on the grounds that the Secretary of State had failed to discharge the duty imposed on him by the Town and Country Planning Act 1971 to pay special attention to the desirability of 'preserving or enhancing' the character or appearance of the conservation area. The Secretary of State argued that the duty had been discharged by his finding that, since the character and appearance of the conservation area would not be harmed by the development, the area's character and appearance would remain preserved.

DECISION

The Secretary of State's decision was upheld and the planning permission granted. For the purposes of the 1971 Act preserving the character or appearance of a conservation area could be achieved not only by a positive contribution to preservation but also by development which left the character or appearance of the conservation area unharmed. Accordingly, where a particular development would not adversely affect the character or appearance of the area and was otherwise unobjectionable on planning grounds, there was no planning reason for refusing to allow it to proceed. It followed that, having regard to the Secretary of State's finding that the new vicarage would not have any detrimental effect on the character or appearance of the area, he had discharged his duty to pay special attention to the desirability of 'preserving or enhancing' the character or appearance of the conservation area.

CASE NO: 10

Notes

Southern Water Authority
- v -
Nature Conservancy Council
(1991)

FACTS

SWA owned a strip of land upon which there had once been a railway line. This land was some distance from a ditch which was bordered by land owned by farmers. The strip of land and ditch fell within a site of Special Scientific Interest (SSSI).

In November 1982 the NCC under Section 28 Subsections (1) and (4) of the Wildlife and Countryside Act 1981 sent a notification to every owner and occupier of land in the SSSI setting out a list of operations likely to damage flora or fauna.

In July 1987 the farmers asked the SWA to dredge the ditch in order to alleviate flooding.

In January 1989 the SWA, with the consent of the owners or occupiers of the ditch and adjoining lands, entered those areas and carried out works which fell within those specified in the notification. No notification was given to or consent obtained from the NCC in respect of the works.

The NCC contended that, by failing to give notice of the works and obtain consent, SWA had committed a criminal offence under Section 28. The basis of this contention was that SWA fell within the definition of owner/occupier of the land on which the works were carried out for one or both of the following reasons:

- 1 they owned a piece of land in another part of the SSSI;
- 2 they were occupiers of the ditch whilst undertaking the works.

DECISION

No offence was committed by SWA.

- 1 The 1981 Act was not intended to catch nor did it catch an owner or occupier of a part of land within the SSSI when carrying out specified works in some other part of that SSSI not owned or occupied by them.
- 2 'Occupier' means a person who has some kind of interest in the land and not someone merely carrying out works for someone else.

CASE STUDY EXAMPLES

- 1 Flood Alleviation Scheme
- 2 Compensation
- 3 Refusal of Entry
- 4 Flooding Claim

EXAMPLE 1

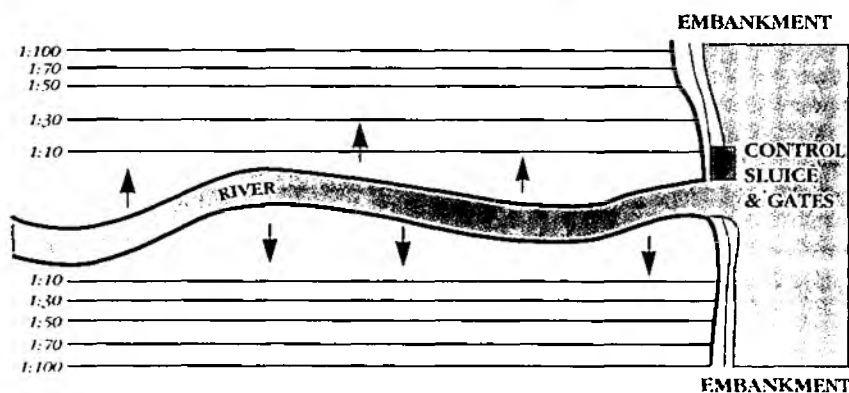
Notes

Flood Alleviation Scheme

The purpose of the scheme was to provide flood protection to 1:100 level. Channel improvements were not a viable option due to the 'historic' nature of the city. A washland scheme was therefore devised, which diverted water from the river before it reached the city onto approximately 3000 acres of farmland. Seventy landowners objected to the scheme.

Agreement could not be reached and the Compulsory Purchase procedure was commenced in order to acquire easements to flood. Due to the number of objections MAFF required a Public Inquiry. At the Inquiry the Authority was required to justify the need for the scheme and to show that the best option had been chosen. The CPO was confirmed, but a dispute then took place on the amount of compensation payable. The dispute was eventually referred to the Lands Tribunal with a resultant award totalling £3M.

The total amount of time taken from preparing the scheme to implementation was approximately 5 years.



EXAMPLE 2

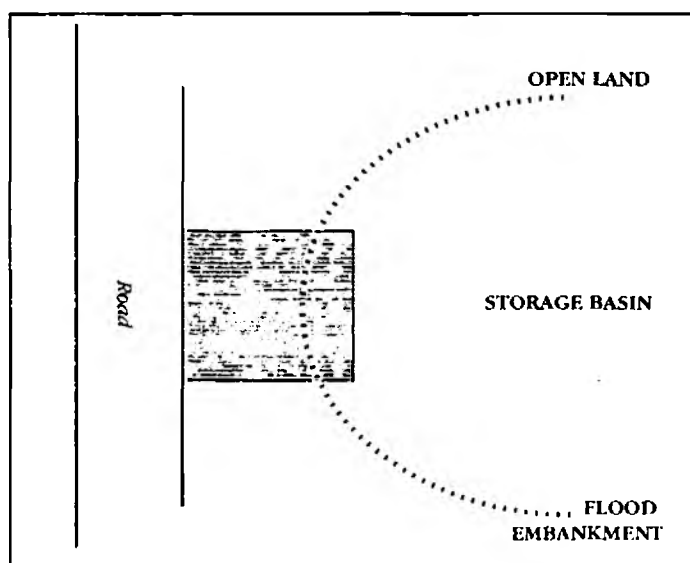
Notes

Compensation

The Authority proposed to construct a flood storage basin. However, due to the restricted timescale in which the project had to take place, negotiations for compensation in respect of the affected land were not completed when the construction work started in the mid-1980's.

In particular, agreement could not be reached over the plot of land shown shaded below. The owner contended that it had residential development value, although planning permission had previously been refused. The local planning authority assured the Authority that planning permission would not be granted, and on this basis, the value would be that of agricultural or amenity open space land. It was possible to redesign the scheme to exclude this plot of land, but the decision was made on the basis of the local authority's comments to proceed with the original scheme.

After several years of failed negotiations the owner eventually applied for a certificate of alternative development under Section 17 of the Land Compensation Act 1976. A certificate for residential development was eventually granted in 1990. This considerably increased the compensation payable to the owner to a sum in the region of £200,000.

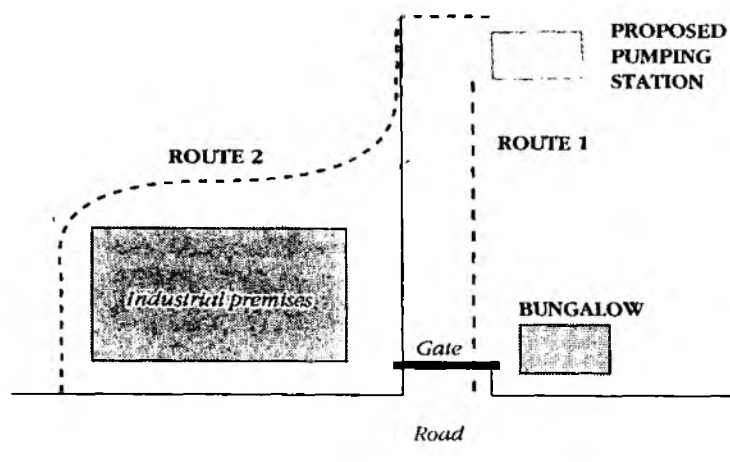


EXAMPLE 3

Notes

Refusal of Entry

The Authority proposed to construct a pumping station and decided that the most appropriate access would be over Route 1. Negotiations for a right of way over Route 1 had not been completed (or really started) when the Authority was ready to commence the works. A notice of entry was therefore served on the landowner who occupied a bungalow adjoining the proposed access. The owner objected and refused to allow entry by physically blocking the entrance.



An application was to be made for a warrant which the owner's Solicitors intended to oppose on the following grounds:

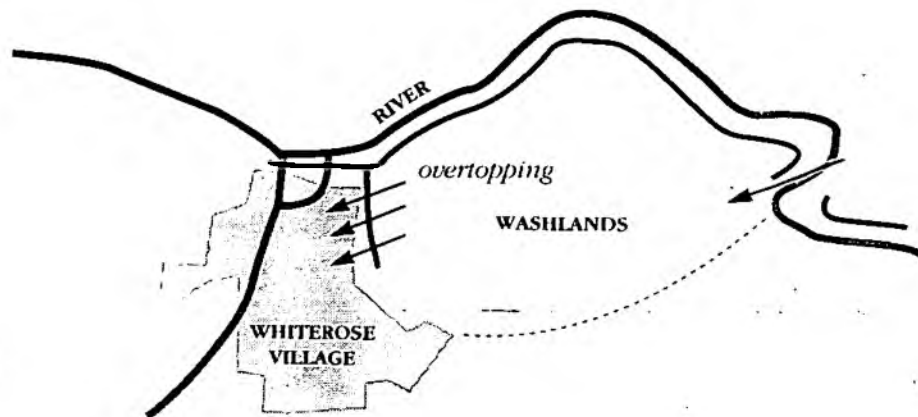
- 1 a right of entry did not allow the construction of a permanent access road without an interest in the land being obtained;
- 2 other more appropriate routes were available.

Route 2 was a possibility, but not as straightforward as Route 1.

In addition, the Authority was advised that the owner intended to apply for planning permission to erect a dwelling on the plot of land adjoining the bungalow and forming the entrance to the access road.

The Solicitors were persuaded, with the assistance of cases referred to in the Powers of Entry Chapter, that their Client would not succeed in challenging the warrant. The objection was, therefore, withdrawn and entry for construction purposes allowed.

The position on a permanent right of way to the pumping station over either Route 1 or 2 is still being considered.



EXAMPLE 4

Flooding Claim

Following severe flooding at Whiterose Village, X Ltd was engaged to carry out a feasibility study into a flood alleviation scheme for the village.

X Ltd submitted a study setting out the alternative schemes that could be implemented to prevent a 1-in-100 year flood and recommending one particular option. The option recommended was approved by the Flood Defence Committee. X Ltd was retained to undertake the detailed design and supervision of the works.

Two major components of the scheme were:

- 1 New embankments between the village and the river (see above). Defence levels were 16.1m (soft defences) and 15.98m (hard defences).
- 3 A crossbank on the washlands to prevent flood water from entering the village. The design height of the crossbank was 14.44m aimed at protecting the village in a 1-in-100 year flood. The design height was based on calculations undertaken by X Ltd to provide 1-in-100 year flood protection and was substantially lower than the height recommended for the flood defences between the village and river.

The works were constructed under the supervision of the Company.

Some years after the completion of the scheme a major flood occurred at Whiterose Village causing extensive damage.

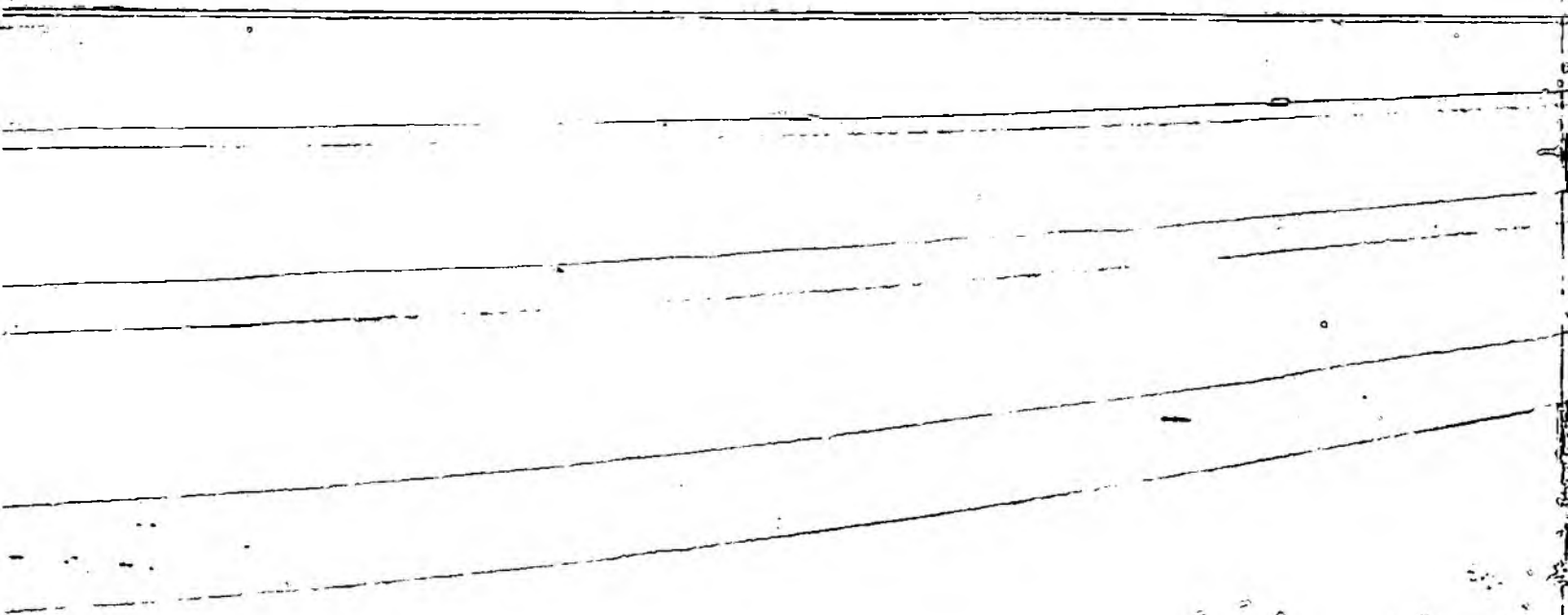
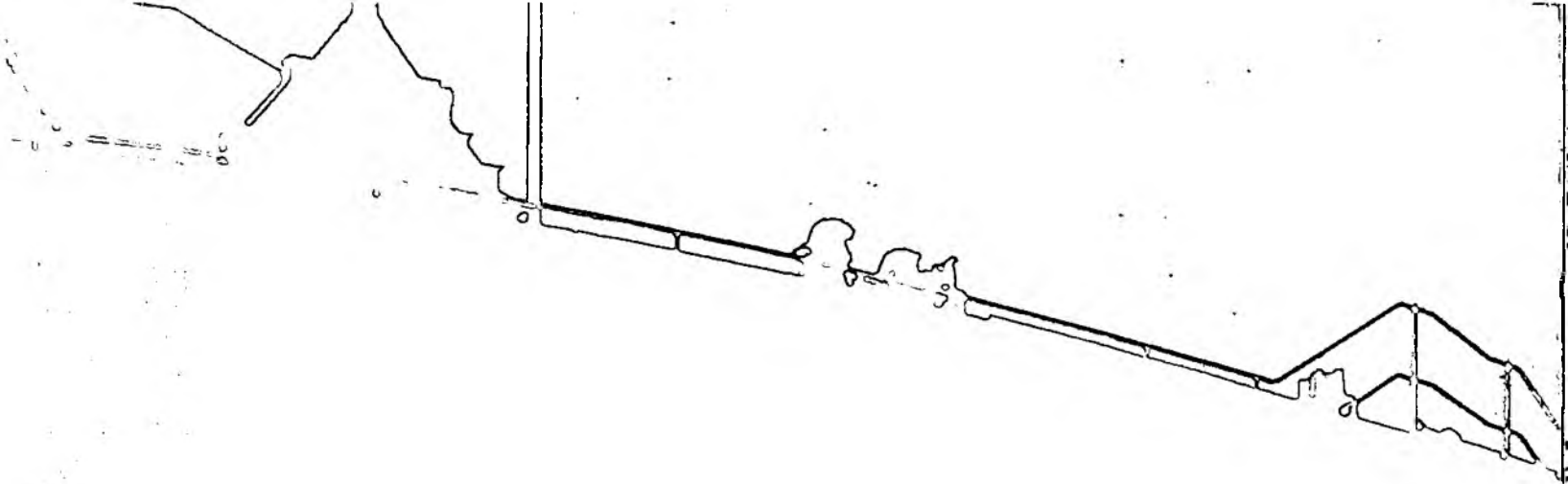
The flood was within the 100 year design and the scheme should have provided protection. The flood was caused when water spilled over from the river into the washlands and built up to a level of 0.45m over the crest of the crossbank.

Claims were made to the NRA.

Notes

Abbreviations used in text

WRA	Water Resources Act 1991
LDA	Land Drainage Act 1991
PHA	Public Health Act 1936
RFDCs	Regional Flood Defence Committees
LFDCs	Local Flood Defence Committees
IDBs	Internal Drainage Boards
CPO	Compulsory Purchase Order
SSSI	Site of Special Scientific Interest



NRA

National Rivers Authority