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Application for consent – Structures & Fencing

All structures (e.g headwalls, sluices, modifications and fencing) in or within 9 metres of a watercourse

LAND DRAINAGE ACT 1991-SECTION 23, Parrett Board Byelaws 2005 & Axe Brue Board Byelaws 2012

Application for the consent of the Board to be granted to:

Applicant's Name:

Applicant's Address:

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Telephone: e-mail:

Agents Details:

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Location of works site (Grid Ref):.....

Please supply an Ordnance Survey site plan showing the position of the works, if this is not possible contact the office. For guidance and advice on specifications please see website or contact the office.

Description of proposed works:

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Who will undertake future maintenance of the works proposed in this application?

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Additional Information:

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Drawing Refs:

Payment of application fee of £50 (per structure) is enclosed (Please make cheque payable to Somerset Drainage Boards Consortium). You can also pay through your bank, details of which are on our website.

I/We confirm we have read the notes overleaf and will abide by their contents in relation to the application to the Board for consent which I/we now make.

Signed by applicant Date

PTO

BOARD USE ONLY

DECISION

*Consent is granted subject to the following conditions (please see below):

*Consent is refused due to the following reasons:

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.....

Signed.....

Date.....

Conditions

1. Works consented in this application must be commenced within one year. After this time the consent will lapse and a new application for consent will be required.
2. That the works will be carried out in accordance with the deposited plans, drawings, sections and specifications (if any) and insofar as they are not set out then in accordance with the directions of the Board or its Agent.
3. That all works contemplated by this Agreement whether original or substitute shall be executed and maintained by the Applicant at his own expense but under the supervision and to the satisfaction of the Board or its Agent.
4. That the Applicant will make good to the satisfaction of the Board or its Agent all damage occasioned as a direct or indirect consequence of the construction of the works and in default of such reinstatement and making good by the Applicant the Board shall be at liberty to do the same in which case the Applicant shall on demand repay to the Board all expenses including supervision incurred by it in relation thereto and such expense shall be recoverable as a civil debt.
5. That the Applicant indemnify the Board from and against all actions costs, claims, damages, loss or demands which the Board may have brought against it in consequence of the carrying out of the works which are the subject of this Agreement.
6. That notification of the commencement of the works shall be given to the Board not less than seven days before the date of commencement and notification of completion shall be given not more than seven days after completion.
7. That any temporary works required to enable the permanent works to be carried out and not included in this Agreement may need separate approval. Such temporary works may include coffer dams, culverting or bank excavation and such other works. Full details of such temporary works must be submitted to the Board at least fourteen days prior to commencement of works.
8. That these Conditions shall be binding upon the successors in title of the Applicant owner or occupiers of the lands on which the works are constituted, or owners of the undertaking of which the works are part or with the works are associated.
9. This consent relates solely to permissive powers of the board under the various Acts and Byelaws which it operates.
10. It will be the applicant's responsibility to ensure that any permissions necessary from other authorities, landowners or undertakers are sought and complied with.
11. Unless the context otherwise requires the singular shall include the plural and the masculine shall include the feminine and a Company, Local Authority or other Undertaking.