

- Parrett**  
 **Axe Brue**

## Application for Consent – Temporary works

### LAND DRAINAGE ACT 1991-SECTION 23, Parrett Board Byelaws 2006 & Axe Brue Board Byelaws 2012

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

Applicant's Name: .....

Applicant's Address: .....

.....

.....

Telephone: ..... e-mail: .....

Location (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 work: .....

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Start and removal date: .....

*(Not to be greater than six months unless agreed)*

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 Conditions overleaf and will abide by their contents in relation to the application to the Board for consent which I/We now make.

Signed by the applicant..... Date .....

### BOARD USE ONLY - DECISION

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

\*Consent is refused due to the following reasons:

.....

.....

Signed ..... Date .....

**PTO**

**Conditions**

1. This consent is only valid for the period stated overleaf which, in any event, should not exceed 6 months.
2. 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 in sufficient detail 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 a) executed and maintained by the Applicant at his own expense and b) removed on or before the expiry date of this consent and, in both cases, to the satisfaction of the Board or its Agent.
4. 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 must, on demand, repay to the Board all expenses, including supervision, incurred by it in relation thereto and such expense shall be recoverable as 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 subject of this Agreement.
6. 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 intention of removal shall be given not less than seven days before removal.
7. 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 owner(s) of the undertaking of which the works are part, or with the works, are associated.
8. This consent is given under the permissive powers of the Board under the various Acts and Byelaws by nature of which it operates.
9. It will be the applicant's responsibility to ensure that any permissions necessary from other authorities, landowners or undertakers are sought and complied with and the applicant shall provide evidence of the existence of such permissions to the Board on request.
10. 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.