ALCONBURY & ELLINGTON INTERNAL DRAINAGE BOARD

Your Ref:

Our Ref: 804/1022

Date: 23 January 2025

Vale House
Broadmead Road
Stewartby
BEDFORD
MK43 9ND
Tel: 01234 767995
Email: contact@idbs.org.uk
Website: www.idbs.org.uk

LAND DRAINAGE CONSENT

Consent No: 002943/Alc

made pursuant to the Land Drainage Act 1991, Sections 23 (Consents) & 66 (Byelaws)
Board Byelaws effective from 22 July 2021

Between: Alconbury & Ellington Internal Drainage Board of Vale House, Broadmead Road, Stewartby, Bedfordshire MK43 9ND (the **Board**); and Ashbeach Homes

Applicant: [redacted]

Agent: MTC Engineering (Cambridge) Ltd.
Ground Floor
24 High Street
Whittlesford
PE28 4JD

Re: land and buildings at Land adjacent to Thorns Farm, Hamerton Road, Alconbury Westo PE28 4JD registered at HM Land Registry with Title Number …… (not supplied) (the **Property**).

Works: Discharge of stormwater via bagged headwall (517483,277210) with 150 mm outfall, at rate 2.5 l/s. Works to proceed as per drawings 3356-02 rev. B and 3356-04.

National Grid Reference: 517575, 277059

The Board hereby consents to the proposed Works as more particularly detailed above to be carried out at the Property subject to the following conditions:

1 The Works shall be carried out, kept, repaired and maintained in good and substantial condition to the satisfaction of the Chief Executive of the Board.

2 Any damage caused to the bed and/or banks of the watercourse in the carrying out, maintenance, renewal, removal or use of the Works thereof shall be repaired and made good at the expense of the applicant to the satisfaction of the Chief Executive of the Board.

3 (Subject to the provisions of the Unfair Contract Terms Act 1977) No responsibility whatever is implied or accepted by the Board or it's servants, agents, employees or consultants by reason of the granting of this consent or of anything done by the Board or it's servants, agents, employees or consultants in connection therewith or of the carrying out of the Works or for anything which might in any way occur to the Works, either during the carrying out of the works or thereafter for any personal injury (whether fatal or otherwise) loss or damage to property and any other loss, damage, actions, costs, claims, demands and expenses however caused and incurred which but for the consent hereby granted or anything done pursuant to the provisions hereof would not have arisen.

4 The Board shall be indemnified by the Applicant against all actions, claims, suits and demands of whatever nature and against all losses, costs, damages and expenses of any nature which the Board may sustain incur or be put to by reason of the carrying out of the Works or connected to them or by reason of the maintenance, repair, alteration, renewal, removal, use or presence thereof (and for the avoidance of doubt, but not by way of limitation such indemnity shall extend to any claim that the Board has breached its duties contained in or referred to in Section 61(A) and 61(B) of the Land Drainage Act 1994).

5 No action claim or demand will lie or may be made against the Board, it's servants, agents, employees or consultants for any damage which may be caused to the Works in the exercise of the Board's statutory functions unless such damage shall have been caused by the negligence of the Board, it's servants, agents, employees or consultants.

6 In the event of any Works being carried out by the Board in, on, over or under the watercourse or to the banks thereof the applicant shall reimburse the Board for any additional expense which the Board may sustain, incur or be put by reason of the presence of the works.

7 The Works or such part of them as shall be specified by the Board shall be moved modified or removed or temporarily moved modified or removed by the applicant at the applicant's own expense at the request of the Board should any Works to be carried out by the Board in on over or under the watercourse or to the banks thereof make such action necessary.

8 In the event of the Works being no longer required by the applicant they shall be removed by the applicant and the bed and banks of the watercourse restored to their former condition to the satisfaction of the Chief Executive PROVIDED ALWAYS that if the applicant shall refuse or fail to remove the Works on being required so to do by at least 28 days previous notice in writing given by the Board, the Board may enter on the land and property of the applicant and remove the Works and the cost of such removal shall be paid to the Board by the applicant.

9 The applicant shall give at least seven working days notice in writing to the Board at the above address prior to the commencement of the works.

10 This consent will lapse if the Works are not completed within thirty-six months of the date at the head of this document.

11 The granting of this consent does not indicate that the Board is giving permission for the applicant to enter any land outside his control.

12 Full construction details including any drawings and specifications which are reasonably required by the Board should be submitted and approved by the Board prior to the work commencing. However, the Board's approval shall not be treated as an approval of the design of the works or that the works will be suitable for the purpose for which they have been designed.

13 The Applicant must ensure that works do not contravene any duties to protect the environment as set down in the Wildlife and Countryside Act and European Habitats Directives.

[redacted]

[redacted]

[redacted]

Clerk of the Board and
Chief Executive

[redacted]

approved by Engineer

[redacted]