

The Conservators of the River Cam

Anglian Water DCO

The Conservators of the River Cam are a statutory navigation authority for the River Cam from the Mill Pond in Cambridge to Bottisham Lock, Waterbeach which is approx. 6 miles long. This stretch of the river is among the most bustling in the UK, serving as a significant tourist hotspot and playing a vital role in the local economies and engaging numerous stakeholders. The River Cam hosts many sailing and rowing events over the spring and summer and is an important asset to the community.

The Conservator's aim is to maintain the River Cam in a good navigable condition, striking balance between the needs of all river users including riverside landowners, and to manage the river in a manner that is sensitive to environmental interests.

The Conservancy is now largely regulated by the River Cam Navigation Act 1851 and the River Cam Conservancy Act 1922 which empowered the Conservancy to make Byelaws to regulate the River.

Conversations have taken place between the Conservancy and the applicant, but they have not reached a satisfactory resolution.

There are four points that have still not been resolved and are as follows:

1. Temporary suspension of navigation rights under Articles 44 (1) & 44 (3)

Specifically in relation to the operation of these articles during the period post-construction of the project. The extent of the river affected by Article 44(1), being the blue hatching on the rights of way plans, is significant and clearly only necessary for the purposes of construction. There are no limitations in duration and frequency for temporary suspensions which means the applicant will have significant unfettered and enduring control of a large part of the river without the governance of the Conservancy for which is its statutory function.

The Conservancy maintain their position that Article 44(3) should apply for the whole of the river post construction. Such article requiring the consent of the Conservancy before navigation rights are interfered with. By comparison on this point, a highway authority would not permit such unilateral unfettered control of an adopted highway and nor should a navigation authority for the river its responsible.

2. Permanent extinguishment of navigation rights under Article 44 (2)

Specifically in relation to by when permanent extinguishment if it is to be exercised must be exercised. At present the applicant has no limitation as to when it can extinguish navigation rights for 'operation, use and maintenance'.

The Conservancy maintain that if extinguishment is necessary then it must be exercised and the rights extinguished prior to substantial completion of the outfall.

3. Limitation of consent requirements under Article 44 (3) temporary suspension procedure

Specifically the Conservancy should not be limited to their consent under Article 44(3) and Protective Provision 4(2) to such matters that do not 'materially affect or delay' the efficient delivery of the relevant river work. A test of 'materiality' effectively prevents the Conservancy from specifying any requirements for consent that are of substance and not trivial.

The Conservancy maintain that the 'materiality' of an amendment should not be the test but rather the test should be one of whether they 'unreasonably' affect or delay.

4. General costs and indemnity provisions in the draft Protective Provisions

Specifically the Conservancy maintain their position that they should not be worse off, nor better off, because of this project. They will be put to significant time and expense, both during and post construction, which they should be compensated for by the applicant. Typically this would be recoverable under their section 15 fee schedule. Similarly, they should be indemnified generally against any and all expenses that may arise from the project including managing the river during temporary suspensions and recovering any costs and expenses incurred in remedying any additional work necessitated by the outfall.

The Conservancy maintain that there should be clear expense and indemnity provisions provided in the Protective Provisions ensuring their costs, expenses, damages and liabilities arising from the project during its construction operation use and maintenance are recoverable against the applicant.

In response we would like to further add as general comments and observations:

1. The applicant seems unwilling to clarify the reasoning behind their stance.
2. It is perceived by the Conservancy that the applicant has not taken the Conservancy Statutory roles seriously

3. The permanent extinguishment of navigational rights impacts on the Conservancy's ability to support its limited income stream, with particular reference to section 15/16 of the 1922 Act.
4. The Conservancy relies solely on the ability to charge fees for registration of vessels and to riparian landowners requiring access to the River for any construction works under section 15 and 16 of the 1922 Act. These fees are published on our website and all applicants are obliged to seek permission and pay the fee depending on the categorisation of works. [Consents for Works | camconservators \(camconservancy.org\)](#)
5. The Conservancy feels that the applicants are unwilling to understand or engage with the practicalities of the impact of navigation and the river users in the same way no doubt they have with other statutory authorities.
6. The applicants are unwilling to agree to an indemnification clause.
7. The Conservancy has not seen or received any evidence from the applicants regarding why they need to permanently extinguish navigational rights