

STRUCTURAL PRECAUTIONS COVENANTS CLAUSE (EXAMPLE)

No building structure or works shall at any time be erected constructed placed or laid on or in the Property or any part or parts thereof and no renewal or enlargement of or alteration to any building structure or works for the time being on or in the Property shall at any time be carried out on any part or parts thereof **except in accordance with the plans and specifications previously approved in writing by the National Coal Board/British Coal Corporation but such approval shall not be withheld unless the design or layout of such building structure or works or of any renewal or enlargement thereof or any alteration thereto or unless the method of erecting construction placing laying renewing enlarging or altering such building structure or works or unless the materials to be used in connection therewith do not conform respectively to the reasonable requirements of the National Coal Board/British Coal Corporation for minimising the damage for subsidence** Provided that if any dispute shall arise between the National Coal Board/British Coal Corporation and the Purchaser or any successor in title of the Purchaser as to whether such approval as aforesaid has been properly withheld such dispute shall in default of agreement be referred to the arbitration of a single arbitrator appointed by the National Coal Board/British Coal Corporation and the Purchaser or their successors in title or in default of agreement on such appointment of two arbitrators one to be appointed by each of them the National Coal Board/British Coal Corporation and the Purchaser or their successors in title subject to and in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force.