

SCHEDULE 8

PROTECTIVE PROVISIONS

PART 1

FOR PROTECTION OF SPECIFIED UNDERTAKERS

Indemnity

11.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction, maintenance or failure of any of the works referred to in paragraph 4(2), any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or other property of a specified undertaker, or there is any interruption in any service provided by the specified undertaker, Network Rail shall—

- (a) repay the cost reasonably incurred by the specified undertaker in making good such damage, or restoring the supply, and
- (b) make reasonable compensation to that undertaker for any other expenses, loss, damages, penalty or costs sustained or incurred by it,

by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) shall impose any liability on Network Rail with respect to any damage or interruption to the extent that such damage or interruption is attributable to the neglect or default of the specified undertaker, its officers, servants, contractors or other agents.

(3) A specified undertaker shall give Network Rail reasonable notice of any claim or demand described in sub-paragraph (1) and no settlement or compromise shall be made without the prior consent of Network Rail (not to be unreasonably withheld) which, if it withholds such consent, shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.