

SCHEDULES

SCHEDULE 33

PROTECTIVE PROVISIONS

PART 4

CANAL & RIVER TRUST

- 48 (1) The nominated undertaker must indemnify Canal & River Trust from all claims, demands, proceedings or damages, which may be made or given against, or recovered from Canal & River Trust by reason of any damage to the canal which is caused by the construction of any specified work or protective work or any act or omission of the nominated undertaker, its contractors, agents or employees whilst engaged upon the work and from any costs reasonably incurred in making good such damage.
- (2) Canal & River Trust must give to the nominated undertaker reasonable notice of any such claim or demand and no settlement or compromise of any such claim or demand is to be made without the consent of the nominated undertaker which, if it notifies Canal & River Trust that it desires to do so, is to have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.