

## SCHEDULES

### SCHEDULE 13

#### PROTECTIVE PROVISIONS

#### PART V

#### PROTECTION FOR BRITISH WATERWAYS BOARD

*Making good of detriment: compensation and indemnity, etc.*

**53.**—(1) If any detriment shall be caused by the construction of the specified work or the protective works, Network Rail (if so required by BW) shall make good such detriment and shall pay to BW all reasonable expenses to which BW may be put, and compensation for any loss which BW may sustain, in making good or otherwise by reason of the detriment.

(2) Network Rail shall be responsible for and make good to BW all costs, charges, damages, expenses and losses not otherwise provided for in this Part of this Schedule which may be occasioned to or reasonably incurred by BW—

- (a) by reason of the construction of any specified work or protective work; or
- (b) by reason of any act or omission of Network Rail or of any person in its employ or of its contractors or others whilst engaged upon the construction of any specified work or protective work,

and subject to sub-paragraph (4), Network Rail shall effectively indemnify and hold harmless BW from and against all claims and demands arising out of any of the matters referred to in sub-paragraphs (a) and (b).

(3) The fact that any act or thing may have been done by BW on behalf of Network Rail or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under his supervision or in accordance with any directions or awards of an arbitrator shall not (if it was done without negligence on the part of BW or of any person in its employ or of its contractors or agents) excuse Network Rail from any liability under the provisions of this paragraph.

(4) BW shall give Network Rail reasonable notice of any such claim or demand as aforesaid and no settlement or compromise of such a claim or demand shall be made without the prior consent of Network Rail.