

## SCHEDULES

### SCHEDULE 10

#### PROTECTIVE PROVISIONS

#### PART 3

##### PROTECTION FOR THE ENVIRONMENT AGENCY

###### General indemnity by the undertaker

**40.**—(1) Without prejudice to the other provisions of this Part of this Schedule, the undertaker shall indemnify the Agency from all claims, demands, proceedings, costs, damages, expenses or loss which may be made or taken against, or recovered from or incurred by, the Agency by reason of—

- (a) any damage to any drainage work so as to impair its efficiency for the purposes of flood defence; or
- (b) any damage to the fishery in so far as it has not already been compensated; or
- (c) any raising or lowering of the water table in land adjoining the authorised works or any sewers, drains and watercourses; or
- (d) any flooding or increased flooding of land adjoining the authorised works; or
- (e) inadequate water quality in any watercourse or other surface waters or in any groundwater,

which is caused by the construction of any of the specified works or any act or omission of the undertaker, its contractors, agents or employees whilst engaged upon the specified works.

(2) The Agency shall give to the undertaker reasonable notice of any such claim or demand and no settlement or compromise thereof shall be made without the agreement of the undertaker which agreement shall not be unreasonably withheld, and if such agreement is not given by the undertaker, the Agency shall diligently defend such claim or demand.

(3) Prior to incurring any expense which it may seek to recover under this paragraph, the Agency shall serve a written notice on the undertaker informing it of the Agency's intentions and requiring it within such time as the Agency may reasonably specify to take such steps as may be reasonably practicable to avoid the need for the Agency to incur such costs.

(4) The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved or deemed to be approved by the Agency, or to its satisfaction, or in accordance with any directions or award of an arbitrator, shall not (in the absence of negligence on the part of the Agency, its officers, contractors or agents) relieve the undertaker from any liability under this paragraph.