

SCHEDULES

SCHEDULE 13

PROTECTIVE PROVISIONS

PART 4

FOR THE PROTECTION OF THE PORT OF LONDON AUTHORITY

Indemnity

48.—(1) TfL is responsible for and must make good to the PLA all financial costs, charges, damages losses or expenses which may be incurred reasonably or suffered by the PLA by reason of—

- (a) the construction or operation of a specified work or its failure;
- (b) the exercise of any specified function; or
- (c) any act or omission of TfL, its employees, contractors or agents or others whilst engaged on the construction or operation of a specified work or exercise of a specified function dealing with any failure of a specified work,

and TfL must indemnify the PLA from and against all claims and demands arising out of or in connection with the specified works or specified functions or any such failure, act or omission.

(2) The fact that any act or thing may have been done—

- (a) by the PLA on behalf of TfL; or
- (b) by TfL, its employees, contractors or agents in accordance with plans or particulars submitted to or modifications or conditions specified by the PLA, or in a manner approved by the PLA, or under its supervision or the supervision of its duly authorised representative,

does not (if it was done or required without negligence on the part of the PLA or its duly authorised representative, employee, contractor or agent) excuse TfL from liability under the provisions of this paragraph.

(3) The PLA must give TfL reasonable notice of any such claim or demand as is referred to in subparagraph (1) and no settlement or compromise of it is to be made without the prior consent of TfL.