

SCHEDULES

SCHEDULE 4

FOR THE PROTECTION OF THE ENVIRONMENT AGENCY

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

- (a) any damage to any drainage work so as to impair its efficiency for the purposes of flood defence;
- (b) any damage to the fishery;
- (c) any raising or lowering of the water table in land adjoining the works authorised by this Order or any sewers, drains and watercourses;
- (d) any flooding or increased flooding of any such lands; or
- (e) inadequate water quality in any watercourse or other surface waters or in any groundwater,

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

(2) The Environment Agency shall give to the undertaker reasonable notice of any such claim or demand and no settlement or compromise of it shall be made without the agreement of the undertaker which shall not be unreasonably withheld.