

SCHEDULES

SCHEDULE 32

PROTECTIVE PROVISIONS

PART 2

ELECTRICITY, GAS, WATER AND SEWERAGE UNDERTAKERS

- 29 (1) This paragraph applies where, by reason of the construction of any of the works authorised by this Act, or any subsidence resulting from any of those works, any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of the undertakers, or there is any interruption in any service provided by any of the undertakers.
- (2) Subject to sub-paragraphs (3) and (4), the nominated undertaker must—
- (a) bear and pay the cost reasonably incurred by the undertakers in making good such damage or restoring the supply,
 - (b) make reasonable compensation to the undertakers for loss sustained by them by reason of any such damage or interruption, and
 - (c) indemnify the undertakers against claims, demands, proceedings, and damages which may be made or taken against, or recovered from the undertakers by reason of any such damage or interruption.
- (3) Nothing in sub-paragraph (2) is to impose any liability on the nominated undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of the undertakers, their officers, servants, contractors or agents.
- (4) The undertakers must give the nominated undertaker reasonable notice of any such claim or demand and no settlement or compromise of any such claim or demand must be made without the consent of the nominated undertaker which, if it withholds such consent, must have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

Changes to legislation:

There are currently no known outstanding effects for the High Speed Rail (West Midlands - Crewe) Act 2021, Paragraph 29.