

SCHEDULES

SCHEDULE 4

PROTECTION OF FUEL PIPELINES AND FACILITIES

PART II

Protection of hydrant fuelling systems

9.—(1) If by reason or in consequence of any specified matter any damage, disruption or interference to the hydrant systems or the operation or use thereof shall be caused or the Nominee or any participant shall carry out any works, take any measures or install any ancillary apparatus (other than additional cathodic protection) which may be reasonably necessary to prevent any such damage, disruption or interference occurring—

- (a) the undertaker shall pay reasonable compensation to each participant or the Nominee for any loss sustained or additional expense incurred by that person; and
- (b) the undertaker shall indemnify the Nominee and each participant against all claims, demands, proceedings, costs, damages and expenses which may be made, taken against or recovered from or incurred by the Nominee or that participant by reason or in consequence of any specified matter.

(2) Nothing in this paragraph shall impose any liability on the undertaker in respect of so much of any damage, loss or additional expenditure as is attributable to—

- (a) the act, neglect or default of the Nominee or any employees or any participant, or contractors of the Nominee or any participant such act, neglect or default to include, without prejudice to the generality of that expression, any failure to show upon the drawings furnished under paragraph 4(2) above to the best of the Nominee's knowledge the position and depth of the relevant part of the hydrant systems with sufficient accuracy to have enabled the undertaker by taking reasonable precautions to avoid damage or loss or the need for additional expenditure in respect of those systems; or
- (b) any work or operation carried out by or on behalf of the undertaker in accordance with the instructions of the Nominee and without negligence.

(3) The Nominee or, as the case may be, the relevant participant shall give to the undertaker reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent in writing of the undertaker, such consent not to be unreasonably withheld or delayed.