

SCHEDULES

SCHEDULE 13

PROTECTIVE PROVISIONS

PART I

PROTECTION FOR ELECTRICITY, GAS AND WATER UNDERTAKERS

3.—(1) Network Rail, in the case of the powers conferred by article 22 of this Order, shall, so far as is reasonably practicable, so exercise those powers as not to obstruct or render less convenient the access to any apparatus and, if by reason of the exercise of those powers, any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of any undertaker or any interruption in the supply of electricity, gas or water, as the case may be, by the undertaker is caused, Network Rail shall bear and pay the cost reasonably incurred by that undertaker in making good such damage or restoring the supply; and, subject to sub-paragraph (2), shall—

- (a) make reasonable compensation to the undertaker for any loss sustained by it; and
- (b) indemnify the undertaker against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by that undertaker,

by reason of any such damage or interruption.

(2) Nothing in this paragraph shall impose any liability on Network Rail with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or default of an undertaker or its contractors or workmen; and the undertaker shall give to Network Rail reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of Network Rail.