

SCHEDULES

SCHEDULE 7

PROVISIONS FOR THE PROTECTION OF NETWORK RAIL

7.—(1) If any alterations or additions, either permanent or temporary, to railway property are reasonably necessary during the construction of an identified work, or during a period of 12 months after the commencement of regular revenue-earning train operations using the new railways comprised in the identified works, in consequence of the construction of an identified work, and Network Rail gives to the undertaker reasonable notice of its intention specifying the alterations or additions to be carried out the undertaker shall pay to Network Rail the reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) The engineer shall, in respect of the capitalised sums referred to in this paragraph and paragraph 8(a), provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

(3) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving shall be set off against any sum payable by the undertaker to Network Rail under this paragraph.