S C H E D U L E S

SCHEDULE 13

FOR PROTECTION OF BRITISH WATERWAYS BOARD

Making good of detriment: compensation and indemnity, etc.

17.—(1) If any detriment shall be caused by the construction or failure of the specified works, or the protective works if carried out by Merseytravel, Merseytravel (if so required by the Board) shall make good such detriment and shall pay to the Board all reasonable expenses to which the Board may be put, and compensation for any loss which the Board may sustain, in making good or otherwise by reason of the detriment.

(2) Merseytravel shall be responsible for and make good to the Board all costs, charges, damages, expenses and losses not otherwise provided for in this Schedule which may be occasioned to or reasonably incurred by the Board—

(a) by reason of the construction of a specified work or a protective work or the failure thereof; or

(b) by reason of any act or omission of Merseytravel or of any person in its employ or of its contractors or others whilst engaged upon the construction of a specified work or a protective work;

and subject to sub-paragraph (4) Merseytravel shall effectively indemnify and hold harmless the Board from and against all claims and demands arising out of or in connection with any of the matters referred to in paragraphs (a) and (b).

(3) The fact that any act or thing may have been done by the Board on behalf of Merseytravel or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under his supervision or in accordance with any directions or awards of an arbitrator shall not (if it was done without negligence on the part of the Board or of any person in its employ or of its contractors or agents) excuse Merseytravel from any liability under the provisions of this paragraph.

(4) The Board shall give Merseytravel reasonable notice of any such claim or demand as aforesaid and no settlement or compromise of such a claim or demand shall be made without the prior consent of Merseytravel.