

SCHEDULES

SCHEDULE 11

PROTECTIVE PROVISIONS

PART 5

PROTECTION FOR NETWORK RAIL INFRASTRUCTURE LIMITED

- 30.**—(1) Any specified work shall, when commenced, be constructed—
- (a) with all reasonable dispatch in accordance with the plans approved or deemed to have been approved or settled as aforesaid;
 - (b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;
 - (c) in such manner as to cause as little damage as is possible to railway property; and
 - (d) so far as is reasonably practicable and consistent with the efficient and economic construction and operation of the specified work, so as not to interfere with or obstruct the free, uninterrupted and safe use of the authorised railways or the traffic thereon and the use by passengers of railway property,

and, if any damage to railway property or any such interference or obstruction is caused or takes place in consequence of the construction of a specified work, the Council shall, notwithstanding any such approval, make good such damage and shall pay to Network Rail Infrastructure Limited all reasonable expenses to which Network Rail maybe put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(2) Nothing in this Part of this Schedule shall impose any liability on the Council with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its servants, contractors or agents.