

SCHEDULES

SCHEDULE 9

FOR PROTECTION OF NETWORK RAIL INFRASTRUCTURE LIMITED

9. DLRL shall repay to Network Rail Infrastructure Limited all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail Infrastructure Limited—

- (a) in constructing any part of a specified work on behalf of DLRL as provided by paragraph 4(3) or in constructing any protective works under the provisions of paragraph 4(5) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works; and
- (b) in respect of the approval by the engineer of plans submitted by DLRL and the supervision by him of the construction of a specified work.