

SCHEDULES

SCHEDULE 6

FOR PROTECTION OF NETWORK RAIL

General indemnity

15.—(1) The undertaker must pay to Network Rail a sum equivalent to any losses or costs not otherwise provided for in this Schedule which may be suffered or reasonably incurred by Network Rail by reason of—

- (a) the construction, maintenance or failure of the relevant works; or
- (b) any act or omission of the undertaker or of any person employed by it or of its contractors or agents whilst engaged upon the relevant works.

(2) The fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under his supervision will not (if it was done without negligence on the part of Network Rail or of any person employed by it or of its contractors or agents) excuse the undertaker from any liability under the provisions of this paragraph.