

## SCHEDULES

### SCHEDULE 10

#### PROTECTIVE PROVISIONS

#### PART 3

#### FOR THE PROTECTION OF THE TYNE & WEAR PASSENGER TRANSPORT EXECUTIVE

**30.**—(1) Any specified work and any protective works to be constructed by virtue of paragraph 29(4) must, when commenced, be constructed—

- (a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 29;
- (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, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Nexus or the traffic on it and the use by passengers of railway property.

(2) If any damage to railway property or any such interference or obstruction is caused by the carrying out of, or in consequence of the construction of a specified work or a protective work, the Council must, regardless of any such approval, make good such damage and must pay to Nexus all reasonable expenses to which Nexus may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Nothing in this Part of this Schedule imposes any liability on the Council with respect to any damage, costs, expenses or loss attributable to the negligence of Nexus or its servants, contractors or agents, or any liability on Nexus with respect of any damage, costs, expenses or loss attributable to the negligence of the Council or the Council's employees, contractors or agents.