

## SCHEDULE 3

Article 20

### FOR PROTECTION OF CROMER LIGHTHOUSE

1. Within 30 days of anticipated completion of the authorised works, the undertaker shall provide written notice to Trinity House of the date of anticipated completion. The undertaker shall provide Trinity House with written confirmation of the date of completion of the authorised works not later than 1 day following completion of the authorised works (the “completion notice”).

2. If, within 6 months of receipt of the completion notice, Trinity House reasonably demonstrates that the authorised works are causing interference with the functioning of the navigation light or the radar beacon at Cromer Lighthouse (“relevant interference”) and provides to the undertaker written notice of such relevant interference and outline remedial action (the “notice”), the undertaker shall, subject to obtaining any necessary consents, provide and maintain at its own expense such aids to navigation (as determined pursuant to paragraph 3) as may reasonably be required to remedy that interference (“remedial requirements”).

3. For the purpose of paragraph 2 Trinity House shall provide full details of its requirements and shall consult the undertaker on the nature and specification of the measures required prior to issuing a direction (the “direction”) specifying the remedial requirements and aids to navigation to be provided and maintained.

4. If in the reasonable opinion of Trinity House, immediate action is required to mitigate any relevant interference prior to the issuance of the direction, Trinity House may take the following actions:

- (a) identify and put in place such temporary measures as are reasonably required to mitigate the relevant interference until such time as the direction is issued pursuant to paragraph 3 and the remedial requirements specified in the direction are completed (the “temporary measures”), in which event Trinity House shall provide the undertaker with notice of any temporary measures put in place pursuant to this paragraph 4(a) and the reasons such temporary measures are required; or
- (b) notify the undertaker of the need to put in place the temporary measures, the reason such temporary measures are required, and the temporary measures which in its reasonable judgement are required, in which event the undertaker shall use its best endeavours to put in place such temporary measures as soon as reasonably practicable.

5. Trinity House may recover from the undertaker its reasonable costs of putting in place temporary measures in accordance with paragraph 4(a).

6. Following issuance of the direction the undertaker shall use its best endeavours to complete the remedial requirements identified in the direction as soon as reasonably practicable to the reasonable satisfaction of Trinity House. The undertaker shall notify Trinity House of completion of the remedial requirements specified in the direction. Upon receipt of such notification, Trinity House shall as soon as reasonably practicable certify to the undertaker in writing that the actions required pursuant to the direction have been completed, and that no further remedial requirements are required.

7. Trinity House shall indemnify the undertaker against all claims or demands made against the undertaker in consequence of any relevant interference:

- (a) from the date of receipt of the completion notice until such time as a notice of relevant interference is issued to the undertaker pursuant to paragraph 2 or the undertaker is notified of the need for temporary measures pursuant to paragraph 4(b) whichever is the sooner; and
- (b) from the date that Trinity House certifies that the actions required pursuant to the directions are complete pursuant to paragraph 6.

**Status:** This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

**8.** The undertaker shall indemnify Trinity House against all claims or demands made against Trinity House in consequence of any relevant interference that are caused by any failure or unreasonable delay on the part of the undertaker to comply with—

- (a) any remedial requirement that is identified by Trinity House in the direction; or
- (b) any temporary measure that is identified by Trinity House pursuant to paragraph 4(b).

**9.** The undertaker or Trinity House shall give to the other reasonable notice of any such claim or demand and no settlement or compromise thereof except where such may invalidate or compromise the insurance cover held by either party shall be made without the agreement of the other, which shall not be unreasonably withheld or delayed.