

SCHEDULES

SCHEDULE 4

FOR THE PROTECTION OF HEATHOW AIRPORT LIMITED

16. Subject to paragraph 17 below the Company shall be responsible for and make good to the authority all costs, charges, damages, losses and expenses not otherwise provided for in this Schedule which may be occasioned to or reasonably incurred by the authority by reason of the failure of the authorised works or of any act or omission of the Company or of any persons in their employ or of their contractors or others whilst engaged upon the construction of the authorised works, and the Company shall effectively indemnify and hold harmless the authority from and against all claims and demands arising out of or in connection with the construction of the authorised works or any such failure, act or omission as aforesaid, and the fact that any act or thing may have been done by the authority on behalf of the Company or in accordance with plans approved by the authority, or in accordance with any requirement of the authority or under the supervision of the authority, shall not excuse the Company from any liability under the provisions of this Schedule.