

SCHEDULES

SCHEDULE 10

PROTECTIVE PROVISIONS

PART 2

PROTECTION OF NATIONAL GRID GAS PLC

Indemnity

26.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction, maintenance or failure, including subsidence, resulting from any of the works referred to in paragraph 21(2) any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of the company or there is any interruption in any service provided or in the supply or conveyance of any goods by the company, the undertaker shall—

- (a) bear and pay the cost reasonably incurred by the company in making good such damage or restoring the service, supply or conveyance; and
- (b) indemnify the company against all claims, demands, proceedings, costs, damages and expenses which may be made against, or recovered from, or incurred by it,

by reason or in consequence of any such damage or interruption or exercise by the undertaker of its powers conferred by this Order.

(2) Nothing in sub-paragraph (1) shall impose any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of the company, its officers, servants, contractors or agents.

(3) The company shall give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made without the consent of the undertaker which, if it withholds such consent, shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand with such assistance from the company as may be reasonably necessary.