

SCHEDULES

SCHEDULE 14

FOR PROTECTION OF RAILWAY INTERESTS

6.—(1) Any specified work and any protective works to be constructed by virtue of paragraph 5(4) shall, when commenced, be constructed—

- (a) with all reasonable dispatch in accordance with the plans approved or deemed to have been approved or settled under paragraph 5;
- (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 Network Rail Infrastructure Limited 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 shall be caused by the carrying out of, or in consequence of the construction of a specified work, the promoter shall, regardless of any such approval, make good such damage and shall pay to Network Rail Infrastructure Limited all reasonable expenses to which Network Rail Infrastructure Limited 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 Schedule shall impose any liability on the promoter with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail Infrastructure Limited or its servants, contractors or agents or any liability on Network Rail Infrastructure Limited with respect to any damage, costs, expenses or loss attributable to the negligence of the promoter or its servants, contractors or agents.

Commencement Information

II Sch. 14 para. 6 in force at 9.6.2009, see [art. 1](#)

Changes to legislation:

There are currently no known outstanding effects for the The Nottingham Express Transit System Order 2009, Paragraph 6.