

SCHEDULES

SCHEDULE 10

PROTECTIVE PROVISIONS

PART 7

PROTECTION OF CABLE AND WIRELESS UK

84. If C&W suffers damage by reason or in consequence of the construction, use or failure of the authorised works or any subsidence resulting from those works, the undertaker shall pay the cost reasonably incurred by C&W in making good such damage, and shall indemnify C&W against claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by C&W by reason or in consequence of any such damage, but—

- (a) nothing in this paragraph shall impose any liability on the undertaker with respect to any damage to the extent that such damage is attributable to any act or omission of C&W, its officers, servants, contractors or other agents; and
- (b) C&W shall give to the undertaker reasonable notice of any claim, demand or proceedings and shall make no settlement of any claim, demand or proceedings without the consent of the undertaker, such consent not to be unreasonably withheld.