

## SCHEDULES

### SCHEDULE 9

#### PROTECTIVE PROVISIONS

#### PART 8

#### FOR THE PROTECTION OF CLH PIPELINE SYSTEM (CLH-PS) LTD

##### **Damage to property and other losses**

**94.**—(1) Subject to the following provisions of this paragraph, the undertaker must—

- (a) indemnify CLH for all loss, damage, liability, costs and expenses reasonably suffered or incurred by CLH for which CLH is legally liable as a result of legally sustainable claims brought against CLH by any third party solely arising out of the carrying out of any relevant works and any protective building works;
- (b) bear on demand the cost reasonably incurred by CLH in making good any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) arising from or caused by the carrying out of any relevant works or protective building work; and
- (c) bear and pay the cost reasonably incurred by CLH in stopping, suspending and restoring the supply through its pipe-line and make reasonable compensation to CLH for any other expenses, losses, damages, penalty or costs incurred by CLH by reason or in consequence of any such damage or interruption provided that the same arises in consequence of the carrying out of any relevant works and any protective building works.

(2) The fact that any act or thing may have been done by CLH on behalf of the undertaker or in accordance with a plan approved by CLH or in accordance with any requirement of CLH or under its supervision does not, subject to sub-paragraph (3), excuse the undertaker from liability under the provisions of sub-paragraph (1).

(3) Irrespective of anything to the contrary elsewhere in this Part of this Schedule—

- (a) the undertaker and CLH must at all times take reasonable steps to prevent and mitigate any loss, damage, liability, claim, cost or expense (whether indemnified or not) which either suffers as a result of the other's negligence or breach of this Part of this Schedule; and
- (b) neither the undertaker nor CLH are liable for any loss, damage, liability, claim, cost or expense suffered or incurred by the other to the extent that the same are incurred as a result of or in connection with the sole, partial or complete breach of this Part of this Schedule or negligence arising out of an act, omission, default or works of the other, its officers, servants, contractors or agents.

(4) CLH must give to the undertaker reasonable notice of any claim or demand to which this paragraph 94 applies. The undertaker may at its own expense conduct all negotiations for the settlement of the same and any litigation that may arise therefrom. CLH must not compromise or settle any such claim or make any admission which might be prejudicial to the claim. CLH must, at

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the request of the undertaker, afford all reasonable assistance for the purpose of contesting any such claim or action, and is entitled to be repaid all reasonable expenses incurred in so doing.

(5) In this paragraph—

“protective building works” means the exercise by the undertaker of the powers conferred by article 18 (protective works to buildings); and

“relevant works” means such of the authorised development as—

- (a) does, will or is likely to affect any apparatus; or
- (b) involves a physical connection or attachment to any apparatus.