

SCHEDULES

SCHEDULE 12

PROTECTIVE PROVISIONS

PART 4

PROTECTIVE PROVISION FOR THE HOBSON'S CONDUIT TRUST

Expenses

39.—(1) Subject to sub-paragraph (2), Network Rail must repay to the Trust all fees, costs, charges and expenses reasonably and properly incurred by the Trust—

- (a) in constructing any protective works reasonably required under paragraph 32(3)(a);
- (b) in respect of the approval by the engineer of plans submitted by Network Rail and the reasonable supervision by the engineer of the construction or repair of a specified work and any protective works;
- (c) in respect of the employment during the construction of the specified works or any protective works of any inspectors and other persons whom it is reasonably necessary to appoint for inspecting any watercourse and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction of the specified works or any protective works; and
- (d) in bringing the specified works or any protective works to the notice of users of the affected watercourse.

(2) Nothing in this paragraph shall impose any liability on Network Rail with respect to any fees, costs, charges and expenses attributable to the act, neglect, default or omission of the Trust or its servants, contractors or agents and any liability of Network Rail under this paragraph shall be reduced proportionately to the extent to which any fees, costs, charges or expenses are attributable to the act, neglect, default or omission of the Trust or its servants, contractors or agents.