

## SCHEDULES

### SCHEDULE 12

#### FOR PROTECTION OF ELECTRICITY, GAS, WATER AND SEWERAGE UNDERTAKERS

##### *Removal of apparatus and construction of alternative apparatus by Merseytravel*

**13.** Paragraphs 14 to 16 apply to so much of the work necessary in connection with the construction of alternative apparatus, or the removal of apparatus required to be removed, as will take place in any land held or used, or intended for use, by Merseytravel for the purpose of its undertaking.

**14.** If Merseytravel gives notice in writing to the specified undertaker that it desires to carry out any part of any work to which this paragraph applies, such work, instead of being carried out by the specified undertaker, may be carried out by Merseytravel with the prior written consent of the specified undertaker (which shall not be unreasonably withheld and shall be subject to any such conditions as are reasonable and proper to protect the apparatus) in accordance with plans and in a position agreed between the specified undertaker and Merseytravel or, in default of agreement, determined by arbitration, with all reasonable despatch under the superintendence (if given) and to the reasonable satisfaction of the specified undertaker.

**15.** In carrying out any work under paragraph 14 Merseytravel shall comply with all statutory obligations which would have been applicable had the works been carried out by the specified undertaker.

**16.** Nothing in paragraph 14 shall authorise Merseytravel to carry out the actual placing, erection, installation, bedding, packing, removal, connection or disconnection of any apparatus or, where the apparatus is laid in a trench, execute any filling around the apparatus within 600 millimetres (measured in any direction) of the apparatus.