

SCHEDULE 9

PROTECTIVE PROVISIONS

PART 4

FOR THE PROTECTION OF EASTERN POWER NETWORKS

41.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any of the works referred to in paragraph 37(2), any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of Eastern Power Networks, or there is any interruption in any service provided, or in the supply of any goods, by Eastern Power Networks, the undertaker must—

- (a) bear and pay the cost reasonably incurred by Eastern Power Networks in making good such damage or restoring the supply; and
- (b) indemnify Eastern Power Networks for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Eastern Power Networks,

by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of Eastern Power Networks, its officers, servants, contractors or agents.

(3) Eastern Power Networks must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.