S C H E D U L E S

SCHEDULE 10

PROTECTIVE PROVISIONS

PART 7

PROTECTION OF CABLE AND WIRELESS UK

82.—(1) For the protection of C&W, the following provisions of this Part of this Schedule shall, unless it is otherwise agreed in writing between the undertaker and C&W, have effect.

(2) In this Part of this Schedule—

"C&W" means Cable & Wireless UK; and

"public communications provider" has the same meaning as in section 151(1) of the Communications Act 2003(**1**).

83. The temporary stopping up or diversion of any street under article 9 (temporary stopping up of streets) shall not affect any right of a public communications provider under paragraph 9 of the Telecommunications Code ("the Code"), contained in Schedule 2 to the Telecommunications Act 1984(**2**) as amended by Schedule 3 to the Communications Act 2003, in respect of any apparatus which at the time of the temporary stopping up or diversion is in that street.

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.

85. Nothing in this Order shall affect any right of a public communications provider under the Code.

(**1**) 2003 c. 21.
(**2**) 1984 c. 12.