

SCHEDULE 10

Protective provisions

PART 9

Protection of CF Fertilisers UK Limited

112. The provisions of this Part have effect unless otherwise agreed in writing between the undertaker and CF Fertilisers.

113. In this Part—

“construction” includes execution, placing, alteration and reconstruction and “construct” and “constructed” have corresponding meanings;

“CF Fertilisers” means CF Fertilisers UK Limited (company number 03455690), whose registered office is at Head Office Building, Ince, Chester, Cheshire, United Kingdom, CH2 4LB and any associated company of CF Fertilisers UK Limited which holds relevant property;

“relevant property” means—

- (a) any land, works, apparatus and equipment belonging to CF Fertilisers; and
- (b) any easement or other property interest held or used by CF Fertilisers or a tenant or licensee of CF Fertilisers for the purposes of such land, works, apparatus or equipment.

Rights of access

114. Regardless of any provision of this Order or anything shown on the land plans, the undertaker-

- (a) must not extinguish any rights of access to the relevant property granted to CF Fertilisers otherwise than by agreement (both parties acting reasonably);
- (b) must provide a minimum of two working days notification prior to entry to the relevant property; and
- (c) must keep any existing roads used for access to the relevant property by CF Fertilisers clear from obstruction as far as reasonably practicable.

Expenses

115. Nothing in this Part imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of CF Fertilisers or its servants, contractors or agents or any liability on CF Fertilisers with respect of any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.

116. The undertaker must pay to CF Fertilisers all reasonable and proper costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule (but always excluding any consequential loss or indirect loss) which may be reasonably incurred by CF Fertilisers in respect of any damage caused to or additional maintenance required to relevant property as a direct result of the construction of the authorised development.

117.—(1) Notwithstanding anything to the contrary in this Part of this Schedule, the undertaker shall not be liable for any consequential loss or indirect loss suffered by CF Fertilisers as a result of the construction of the authorised development and CF Fertilisers shall not be liable for any consequential loss or indirect loss suffered by the undertaker as a result of the construction of the authorised development.

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

(2) CF Fertilisers must-

- (a) give the undertaker reasonable written notice of any such sums referred to in paragraph 116 as soon as reasonably possible after CF Fertilisers become aware of the same;
- (b) not make any offers to settle claims or demands without the prior consent of the undertaker;
- (c) take all reasonable steps to mitigate any liabilities; and
- (d) keep the undertaker informed and have regard to the undertaker's representations in relation to any such sums referred to in paragraph 116.