

# SULLY AND LAVERNOCK COMMUNITY COUNCIL

## INDEMNITY

Name of Organisation .....

Name and Address of Applicant .....

.....

.....

Telephone Number ..... E Mail Address.....

Date/Days and Purpose/Times of use .....

.....

### **Form of Agreement and Indemnity**

I/We agree to abide by and observe the conditions imposed by Sully and Lavernock Community Council during the hire of the facilities (Community Field, Jubilee hall or the Pavilion)As the hirer I shall indemnify Sully and Lavernock Community Council against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable costs and expenses) suffered or incurred by Sully and Lavernock Community Council arising out of or in connection with any damage to the building, Fields, fixtures or fittings, furniture, apparatus or otherwise, however caused by the reason of hiring. I/We also agree to indemnify Sully and Lavernock Community Council and its employees against all claims arising from accident or other cause or causes in connection with the use of the facilities under this hiring including any claim by a third party in respect of any loss to or damage to property which may happen to be on the said premises or within the confines of the community field or to adjoining property when the said accommodation is in use under this hiring. I/We also agree to indemnify Sully and Lavernock Community Council against all claims arising from person(s) resorting to the facilities during the hiring in respect of any loss, damage, injury, or accident whatsoever. Nothing in this agreement shall restrict or limit Sully and Lavernock Community Councils general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity. The indemnity in this agreement shall not cover Sully and Lavernock Community Council to the extent that a claim under this clause results from Sully and Lavernock Community Councils gross negligence or wilful misconduct.

Signed.....

Address.....

.....

.....

Date.....

