

DATED

DEED OF INDEMNITY

between

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

and

PITSTONE PARISH COUNCIL

THIS DEED is dated

2015

PARTIES

- (1) xxxxxxxxxxxxxx, a company incorporated and registered in England and Wales with company number xxxxxxxxxxxxxxxxxxxx, whose registered office is at xxxxxxxxxxxxxxxxxxxx (**Contractor**).
- (2) Pitstone Parish Council of 9 Warwick Road, Pitstone, Leighton Buzzard, Bedfordshire LU7 9FE (**Parish Council**).

BACKGROUND

- (A) The Parish Council has accepted responsibility for various functions of Buckinghamshire County Council under the Devolution Scheme Agreement
- (B) The Contractor has agreed to enter into this indemnity and guarantee for the purpose of protecting the Parish Council against liability of certain obligations of the Parish Council under the Devolution Scheme Agreement which will be under the control of the Contractor.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause 1 apply in this guarantee.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Devolution Scheme Agreement: the agreement made between Buckinghamshire County Council and the Parish Council, a redacted copy of which is annexed hereto.

Guaranteed Obligations: all present and future obligations and liabilities of the Parish Council due, owing or incurred under clauses 5.1(h), 7.1, 7.2, 12.1, 13.1, 13.2 and 17 of the Devolution Scheme Agreement to Buckinghamshire County Council.

2. GUARANTEE AND INDEMNITY

The Contractor agrees to indemnify and keep indemnified the Parish Council in full and on demand from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Parish Council arising out of, or in connection with, any failure of the Contractor to perform or discharge any of its obligations or liabilities in respect of the Guaranteed Obligations.

3. TRANSFER

3.1 This guarantee is freely assignable or transferable by the Parish Council.

3.2 The Contractor may not assign any of its rights and may not transfer any of its obligations under this guarantee or enter into any transaction which would result in any of those rights or obligations passing to another person.

4. REMEDIES, WAIVERS, AMENDMENTS AND CONSENTS

- 4.1 Any amendment to this indemnity shall be in writing and signed by, or on behalf of, each party.
- 4.2 No delay or failure to exercise any right under this indemnity shall operate as a waiver of that right.
- 4.3 No single or partial exercise of any right under this indemnity shall prevent any further exercise of the same or any other right under this indemnity.
- 4.4 Rights and remedies under this indemnity are cumulative and not exclusive of any rights or remedies provided by law or otherwise.

5. SEVERANCE

If any provision (or part of a provision) of this indemnity is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this indemnity.

6. THIRD PARTY RIGHTS

Except as expressly provided elsewhere in this indemnity person who is not a party to this guarantee shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this indemnity. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

7. COUNTERPARTS

- 7.1 This deed may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute the one deed.
- 7.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.
- 7.3 Transmission of an executed counterpart of this deed (but for the avoidance of doubt not just a signature page) by:
 - (a) fax; or
 - (b) email (in PDF, JPEG or other agreed format),

shall take effect as delivery of an executed counterpart of this deed. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

8. GOVERNING LAW

8.1 This guarantee and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales.

8.2 The Guarantor irrevocably consents to any process in any proceedings under clause 9 being served on it in accordance with the provisions of this guarantee relating to service of notices. Nothing contained in this guarantee shall affect the right to serve process in any other manner permitted by law.

9. JURISDICTION

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this guarantee or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Lender to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by
xxxxxxxxxxxxxxxxxxxxxxxx acting by

.....
Director

In the presence of:

Witness sign.....

Witness print name.....

Witness address.....

.....

Executed as a Deed by Pitstone Parish Council acting by

Authorised signatory.....

Authorised Signatory.....