

Rock Supply for Private Emergency Works on Flow Slide Barrier at Central Reach Amity Point

Deed of Indemnity

(to be completed by the approved contractor)

I, (print name)

(Contractor)

being an authorised representative of

(Principal)

agrees to enter this deed on my own behalf, and on behalf of the Principal, as a condition and in consideration of the granting of permission by Redland City Council to the applicant in response to the attached application form signed by

Name

in the capacity of

and dated

(the "Form")

1. In the remainder of this document, references to the "Application" are a reference to both the Contractor and the Principal, jointly and severally.
2. The Applicant acknowledges that the exercise of its rights under this permission will be at the sole risk of the Applicant.
3.
 - a) The Applicant by this document indemnifies, and agrees to keep indemnified, Redland City Council (or its officers, employees and agents) against any liability, loss, damage, claim, suit, action, demand or proceedings ("Claims") brought by any person, and any cost or expense arising out of or in connection with defending, settling or responding to any such Claims (including legal costs and expenses on an indemnity basis), in respect of any Indemnified Matter.
 - b) The above indemnity is to apply in respect of any loss of life or injury (including illness) to any person, or any loss of or damage to property, howsoever arising.
 - c) The Indemnified Matters to which the above indemnity applies are any matter arising directly or indirectly in connection with any of:
 - i. the Applicant's use of rock supplied by the Council (Works);
 - ii. without limitation to 3 (a), any wilful or negligent or unlawful act, default or omission of the Applicant (or its officers, employees, agents or contractors) in connection with the Works; and
 - iii. without limitation to 3 (a), any breach of, or failure to comply with, any of the conditions, warranties, representations or other obligations expressed in the 'Rock Supply for Private Emergency Works on flow slide barrier at central reach Amity Point form by the Applicant (or its officers, employees, agents or contractors).
 - iv. The applicant's liability to indemnify Redland City Council, its officers, employees and agents shall be reduced proportionally to the extent that an act or omission of

Redland City Council, its officers, employees and agents, may have contributed to the loss, damage, death or injury. The applicant now releases and discharges Redland City Council from any claims and any cost and expense in connection with defending, settling or responding to claims (including any cost and expense) which may but for the provisions in this deed be brought or made against or suffered by Redland City Council.

4. This indemnity is in addition to, and not exclusive of, any other remedies that may be available to Council, whether at common law, by statute, or otherwise.
5. This deed will operate from the date of issue and will survive expiration, termination or cancellation of the works.
6. The failure by Council to enforce any clause or condition of this deed, the application or the supply of rock, or any forbearance, delay or indulgence granted by Council to the applicant will not be construed as a waiver of its rights under this deed.
7. The Applicant acknowledges that the granting of access to rock reserve or subsequent works is a condition precedent to the operation of this deed and that the applicant enters into. This deed does not create any obligation on the part of Council to grant the application.
8. The Applicant acknowledges that the Council may vary or cancel its arrangement to supply rock to the Applicant at any time, in Council's absolute discretion, and the Applicant will have no entitlement to compensation for such variation/cancellation (other than reimbursement of any pre-payment made to Council to the extent that the quantity of rock supplied is reduced)

Executed as a Deed

Signed by (two authorised representatives names)

Name

Signature

Name

Signature

For and on behalf of Company/Business

Signature of applicant's duly authorised representative

Signature

Date

Details of Witness

Name

Signature

Date