

INDEMNITY FORM

Location: _____ Reference No.: _____

PARTIES:

Indemnifier (Full Name): _____

Address: _____

Phone/Email: _____

INDEMNIFIED PARTIES:

Full Name or Entity: _____

Address: _____

RECITALS:

WHEREAS, the Indemnifier desires to indemnify and hold harmless the Indemnified Parties from and against any and all claims, demands, liabilities, losses, damages, costs, and expenses arising out of or in connection with the activities or matters related to the subject of this Indemnity Form under UK law.

1. INDEMNITY

The Indemnifier hereby agrees to indemnify, defend, and hold harmless the Indemnified Parties from and against all liabilities, claims, demands, damages, losses, costs, and expenses (including reasonable legal fees and expenses) arising out of or in connection with any act, omission or negligence of the Indemnifier and its agents, employees, or contractors in relation to the subject matter of this Indemnity Form.

2. SCOPE OF INDEMNITY

This indemnity includes, but is not limited to, any claims arising from personal injury, property damage, financial loss, or any other liabilities, whether foreseeable or unforeseeable, directly or indirectly related to the subject matter described herein.

3. DURATION

This indemnity shall remain in full force and effect indefinitely unless otherwise agreed in writing by the parties.

4. LIMITATION OF LIABILITY

Nothing in this Indemnity Form shall exclude or limit liability for death or personal injury caused by negligence or for any other liability which cannot be excluded or limited by law in the United Kingdom.

5. NOTICE OF CLAIM

The Indemnified Parties shall notify the Indemnifier in writing promptly upon becoming aware of any claim or circumstance which may give rise to indemnity under this Form. Failure to provide timely notice shall not invalidate the indemnity except to the extent the Indemnifier is materially prejudiced by such failure.

6. GOVERNING LAW

This Indemnity Form shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

7. SEVERABILITY

If any provision of this Indemnity Form is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render this Indemnity Form unenforceable or invalid as a whole, and such provision shall be deleted without affecting the remaining provisions.

8. ENTIRE AGREEMENT

This Indemnity Form constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

9. AMENDMENTS

No amendment or modification of this Indemnity Form shall be valid or binding unless in writing and signed by duly authorized representatives of both parties.

10. COUNTERPARTS

This Indemnity Form may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that it has full power and authority to enter into this Indemnity Form and that this Indemnity Form is binding upon it in accordance with its terms.

12. ASSIGNMENT

Neither party may assign or transfer any rights or obligations under this Indemnity Form without the prior written consent of the other party.

13. WAIVERS

No waiver of any breach of any provision of this Indemnity Form shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions.

14. THIRD PARTY RIGHTS

Except as expressly provided, no term of this Indemnity Form is intended to confer any rights on any person not a party to it under the Contracts (Rights of Third Parties) Act 1999.

15. CONFIDENTIALITY

The parties agree to keep confidential any information obtained in connection with this Indemnity Form, except as required by law or agreed in writing.

16. NOTICES

All notices under this Indemnity Form shall be in writing and delivered by hand, by recorded delivery post, or by email to the respective addresses of the parties.

17. FORCE MAJEURE

Neither party shall be liable for delay or failure in performance resulting from causes beyond its reasonable control including but not limited to acts of God, war, terrorism, governmental restrictions, or natural disasters.

18. INDEPENDENT LEGAL ADVICE

The parties acknowledge that they have had the opportunity to obtain independent legal advice with respect to this Indemnity Form.

19. EXECUTION

Each party shall execute and deliver any further documents and do all acts and things reasonably required to give full effect to this Indemnity Form.

20. SIGNATURES

The parties have executed this Indemnity Form on the dates indicated below as a deed and warrant that they have the power to do so.

INDEMNIFIER'S SIGNATURE

INDEMNIFIED PARTY'S SIGNATURE

Signature: _____

Signature: _____

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