

ESSENTIAL REFERENCE PAPER F

Dated

2011

[X]

◆ COUNCIL

DEED OF INDEMNITY

ADDLESHAW GODDARD

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This Deed is made on

2011

Between

- (1) [X] of ♦ (**Officer**); and
- (2) ♦ of ♦ (**Authority**).

Whereas

- (A) The Officer is the [Monitoring Officer][Head of Paid Services][Head of Legal] of the Authority. The Officer has provided the Opinion Letter to the Bank in relation to the Authority's authority and capacity to enter into the Scheme.
- (B) The Authority agrees to indemnify the Officer to cover the Officer in relation to any liability he/she may personally incur to the Bank in the provision of the Opinion Letter. [Necessary authority] permits the Authority to provide this indemnity.
- (C) The Authority has power to give this indemnity under the provisions of the Local Government Act 2000 and the Local Authorities (Indemnity for Members and Officers) Order 2004.

It is agreed

1 Interpretation

- 1.1 References in this Deed, except where the context requires otherwise, to the Officer shall include their personal representatives and to the Authority shall include any statutory successor.
- 1.2 The headings in this Deed do not affect its interpretation.

2 Definitions

- 2.1 In this Deed, unless the context otherwise requires:

Bank means Lloyds TSB Bank plc, Lloyds TSB Scotland plc and their transferees, assignees and successors in title

Opinion Letter means the opinion letter to be provided by the Officer to the Bank and to be relied on by the Bank in relation to the Authority's authority and capacity to enter into the Scheme

Scheme means the Local Lend a Hand Mortgage Scheme under which the Authority will give assistance to certain mortgage borrowers from the Bank by providing an indemnity to the Bank for certain losses that may be suffered by the Bank in respect of such mortgages

3 Indemnity

- 3.1 In consideration of the Officer providing the Opinion Letter to the Bank in relation to the Scheme, the Authority hereby indemnifies the Officer against all liabilities, losses, actions, proceedings, damages, costs, claims, demands and expenses brought or made against or suffered or incurred by the Officer arising out of or in connection with the provision of the Opinion Letter to the Bank.

4 Costs

The Authority shall pay all the costs relating to the negotiation, preparation, execution and implementation of this Deed.

5 Notices

5.1 All notices (including all other documents) to be served under this Deed shall be in writing in English and shall be delivered or sent to a party at its address set out in this Deed or to such other address as he may have notified in writing to the other party in accordance with this clause 5.

5.2 A notice shall be delivered by hand or sent by prepaid first class post.

5.3 In the absence of evidence of earlier receipt, a notice shall be deemed to have been received:

(a) if delivered personally, when left at the address referred to in clause 5.1; and

(b) if sent by mail two days after posting it.

5.4 In proving service of a notice it shall be sufficient to prove that delivery was made or that the envelope containing the notice was properly addressed and posted (as the case may be).

5.5 E-mail notice shall not be valid for the purposes of this Agreement.

6 General

6.1 This Deed sets out the entire agreement and understanding between the parties relating to the matters contemplated by this Deed.

6.2 Delay in exercising, or a failure to exercise, any right or remedy in connection with this Deed shall not operate as a waiver of that right or remedy. A single or partial exercise of any right or remedy shall not preclude any other or further exercise of that right or remedy or the exercise of any other right or remedy. A waiver of a breach of this Deed shall not constitute a waiver of any subsequent breach.

6.3 This Deed may be entered into in any number of counterparts and by the parties on separate counterparts, all of which taken together shall constitute one and the same instrument.

7 Governing law and jurisdiction

7.1 This Deed is governed by and construed in accordance with English law. The English courts will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this letter.

Executed as a deed, but not delivered until the date of this Deed.

