

INDEMNITY AGREEMENT

between

_____ [Full legal name of the Indemnifying Party, including company number if a company]

(the "Indemnifier")

and

_____ [Full legal name of the Indemnified Party, including company number if a company]

(the "Indemnified Party")

_____ [Insert the date of this Agreement]

1. Background

1.1 The Indemnifier, _____ [Full legal name of the Indemnifier], whose registered address is _____ [Full registered or principal address of the Indemnifier], has agreed to provide an indemnity in favour of the Indemnified Party, _____ [Full legal name of the Indemnified Party], whose address is _____ [Full address of the Indemnified Party], in connection with _____ [Briefly describe the transaction, activity, or relationship giving rise to this indemnity, e.g. the performance of services under a contract dated [date], the use of premises at [address], or the provision of a loan].

1.2 In consideration of the Indemnified Party entering into or continuing the arrangement described above, the Indemnifier agrees to provide this indemnity on the terms set out below.

2. Indemnity

2.1 The Indemnifier shall indemnify, defend, and hold harmless the Indemnified Party and its _____ [Select as applicable: officers, directors, employees, agents, successors, and permitted assigns] (together, the "Indemnified Persons") from and against any and all losses, damages, costs, expenses, claims, demands, liabilities, and proceedings of whatever nature ("Losses") arising out of or in connection with _____ [Describe clearly the scope of events

or circumstances covered by this indemnity, e.g. any breach by the Indemnifier of its obligations under the Agreement, any negligent or wilful act or omission of the Indemnifier, or any claim by a third party arising from the Indemnifier's activities].

2.2 The indemnity in Clause 2.1 includes reasonable legal fees and other professional costs and expenses reasonably incurred by the Indemnified Persons in connection with any claim or proceedings covered by this Agreement.

2.3 The Indemnifier shall not be liable under this Agreement to the extent that the Losses arise from _____ [Describe any exclusions from the indemnity, e.g. the Indemnified Party's own negligence, wilful misconduct, or breach of contract, or delete this clause if no exclusions are agreed].

3. Cap on Liability

3.1 _____ [Select one option and delete the other: (Option A) The total liability of the Indemnifier under this Agreement shall not exceed £[insert maximum amount]. / (Option B) The liability of the Indemnifier under this Agreement is unlimited.]

4. Notification of Claims

4.1 The Indemnified Party shall notify the Indemnifier in writing as soon as reasonably practicable upon becoming aware of any claim, demand, or proceedings in respect of which it intends to seek indemnification under this Agreement.

4.2 The Indemnified Party shall not admit liability, make any settlement, or take any action in relation to any such claim without the prior written consent of the Indemnifier, such consent not to be unreasonably withheld or delayed.

4.3 The Indemnifier shall have the right, at its own expense, to take conduct of the defence of any claim covered by this Agreement, provided that the Indemnified Party shall have the right to participate in any such defence at its own cost.

5. Duration

5.1 This Agreement shall come into effect on _____ [Insert the date on which this Agreement takes effect] and shall continue in force _____ [Select one option and delete the

other: (Option A) until [insert end date or event, e.g. the conclusion of the matter described in Clause 1.1]. / (Option B) unless and until terminated by either party giving not less than [insert notice period] written notice to the other party.].

5.2 Termination or expiry of this Agreement shall not affect any rights or obligations that have accrued prior to the date of termination or expiry.

6. Governing Law and Jurisdiction

6.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales.

6.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with this Agreement.

7. General

7.1 This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements and understandings.

7.2 This Agreement may only be amended in writing signed by both parties.

7.3 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

7.4 No failure or delay by either party in exercising any right under this Agreement shall operate as a waiver of that right.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

THE INDEMNIFIER

Signature

Name: _____ [Print full name of signatory]

Title: _____ [Title or position, if signing on behalf of a company]

Date: _____ [Date of signing]

THE INDEMNIFIED PARTY

Signature

Name: _____ [Print full name of signatory]

Title: _____ [Title or position, if signing on behalf of a company]

Date: _____ [Date of signing]

This document does not constitute legal advice and is provided for general informational purposes only. Indemnity agreements may have significant financial and legal consequences for the parties involved. The enforceability of an indemnity under English law depends on the specific circumstances of the parties and the transaction, and may be affected by the Unfair Contract Terms Act 1977, the Consumer Rights Act 2015, and other applicable legislation. A qualified legal professional should be consulted before entering into or relying upon any indemnity agreement.