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|  | |
| Deed relating to Indemnity, Access and Insurance | |
|  |
|  |
| PARTIES  [Water Organisation]  Company  [Indemnified Person]  Indemnified Person | |

**Notes for using this template:**

* This template provides for the Water Organisation to indemnify and insure its directors and officers from personal liability that may be arise in their capacity as directors and officers of the Water Organisation. The indemnity will not, for example, cover liability arising from a breach of the director's duties.
* This template should be used by the Water Organisation to document the terms agreed between the Water Organisation and its independent director or officer (non-employee of Water Organisation) in relation to the company's indemnity, access arrangements and insurance to the individual, including in accordance with section 162 of the Companies Act 1992. If the director or officer is an employee of the Water Organisation, then amendments to this template will be required. The Water Organisation should also obtain Directors' & Officers' insurance in respect of the individual.
* Have a go at preparing a first draft of the Deed by completing the sections highlighted in yellow to assist you.
* For further guidance in preparing this template, please refer to the *Guidance Material – Deed relating to Indemnity, Access and Insurance Template* for more information.

**Agreement** dated 2025

**PARTIES**

[Water Organisation]

("Company")

[Indemnified Person]

("Indemnified Person")

INTRODUCTION

1. The Indemnified Person is a Director.
2. The Company wishes to indemnify the Indemnified Person on the terms set out in this deed.
3. The purpose of indemnifying the Indemnified Person is to help ensure that the Company performs its functions and acts consistently with its objectives as a Water Organisation under the Local Government Act 2002, the Local Government (Water Services Preliminary Arrangements) Act 2024, the Companies Act and the LG(WS) Act, in the most efficient and effective manner.

Agreement

# INTERPRETATION

## **Definitions**: In this deed, unless the context otherwise requires:

"**Business Day**" means any day other than a Saturday, Sunday or statutory public holiday in [   ], New Zealand.

"**Claim**" means any claim or proceeding against or involving the Indemnified Person which is or may be the subject of the Indemnity.

"**Commencement Date**" means the period commencing on the date the Indemnified Person is first appointed as a Director.

"**Companies Act**" means the Companies Act 1993.

"**Director**" means a director of the Company.

"**Documents**" means all documents, communications and other information in tangible or electronic form which:

### are relevant to the defence, settlement or appeal of any third party claim or proceeding covered by the Indemnity; and

### the Indemnified Person would legally be entitled to access as a Director including:

#### papers provided to the Indemnified Person during his or her term of office as a Director, whether for the purposes of board meetings, committee meetings or otherwise; and

#### minutes of board meetings and committee meetings and all documents referred to in those papers or minutes,

whether or not legal professional privilege applies to such documents.

"**Indemnity**" means the indemnity in clause 2.1, as restricted by clause 2.5.

## "**LG(WS) Act**" means the [insert legislation name as enacted, which is to be titled the Local Government (Water Services) Act 2024 under clause 1 of the Local Government (Water Services) Bill 11].

"**Period**" means, in respect of the Indemnity relating to the Indemnified Person's role as a Director, the period commencing on the Commencement Date and ending on the later of:

(a) seven years after the date on which the Indemnified Person ceases to be a Director; and

(b) if the Company has been notified of any Claim or potential Claim against the Indemnified Person in respect of such Indemnity prior to the date referred to in sub-clause (a), once such Claim is no longer threatened or has been finally resolved, including any appeal proceedings.

"**Related Company**" means a related company (as defined in the Companies Act) of the Company, but excluding any council-controlled organisation (as defined in the Local Government Act 2002) of any shareholder of the Company.

## "**Water Organisation**" has the meaning given to that term in the LG(WS) Act.

## **Interpretation**: In this deed, unless the context otherwise requires:

### headings are inserted for convenience only and shall be ignored in construing this deed;

### the singular includes the plural and vice versa;

### one gender includes the other gender;

### references to individuals include companies and other corporations and vice versa; and

### a reference to any legislation or to any provision of any legislation (including regulations and orders) includes that legislation or provision as from time to time amended, re-enacted or substituted and any statutory instruments, regulations and orders issued under any such legislation or provision.

# INDEMNITY

## **Indemnity**: Subject to this deed, and to the maximum extent permitted by law, the Company shall indemnify the Indemnified Person against:

### liability to any person, other than the Company or a Related Company, in respect of any act or omission by the Indemnified Person in his or her capacity as a Director, in good faith and in performance or intended performance of the Company's functions, and all costs incurred by the Indemnified Person in defending or settling any claim or proceeding relating to any such liability; and

### all costs incurred by the Indemnified Person in any proceeding that relates to liability for any act or omission by the Indemnified Person in their capacity as a Director, in which judgment is given in his or her favour, or in which he or she is acquitted, or which is discontinued.

## **Exception to clause 2.1**: Clause 2.1 does not apply to any liability or costs that the Company is not permitted or authorised to indemnify the Indemnified Person against, by or under the Company's constitution or the Companies Act.

## **Exception to clause 2.1(a)**: Clause 2.1(a) does not apply to:

### criminal liability;

### liability in respect of a breach of the duty specified in section 131 of the Companies Act; or

### liability in respect of a breach of any fiduciary duty owed to the Company or a Related Company.

## **The Company's functions**: For the purposes of clause 2.1, an act in performance or intended performance of the Company's functions includes any act by the Indemnified Person requested or directed by the Company under clauses 3.5(a), (b) or (d) ("**directed act**"), and for the purposes of this deed, "defending or settling" includes both any directed act and attending or participating in, and "proceeding" includes any official investigation, examination or enquiry.

## **Further provisions relating to scope of Indemnity**: The Indemnity does not apply in respect of:

### any liability or costs in respect of which an indemnity is prohibited by any legislation;

### any reckless misbehaviour, wilful misconduct or dishonesty, or any action which is in pursuit of the Indemnified Person's own interests at the expense of the Company's or a Related Company's interests;

### any act or omission done or made at a time when the Indemnified Person was not a Director;

### any liability or costs in respect of any Claim in respect of which the Indemnified Person makes any admission, settlement or compromise without the prior written consent of the Company (which shall not be unreasonably withheld or delayed), which would (in the reasonable opinion of the Company) prejudice the successful defence thereof by the Company or any Related Company; or

### any separate legal costs, charges and expenses which may result from the employment by the Indemnified Person of the Indemnified Person's own advisers in connection with any Claim after the defence of such Claim has been assumed by the Company under clause 4, unless the Indemnified Person reasonably considers (acting in good faith) after consultation with the Company, that it is appropriate for him or her to continue to take his or her own legal advice in respect of the Claim.

## **Instalments**: The Indemnified Person may require the Company to pay to the Indemnified Person the costs incurred by the Indemnified Person in defending or settling any Claim or in taking any action requested or directed by the Company under clause 3.5 by instalments, at not less than monthly intervals, as and when those costs are incurred by the Indemnified Person. If it is subsequently established that the Company was not required to indemnify the Indemnified Person against those costs, the Indemnified Person shall reimburse to the Company the amount(s) paid by the Company to the Indemnified Person under this clause 2.6 in respect of such costs.

## **Term**:

### The provisions of this deed take effect as from the Commencement Date, and shall be deemed to apply at all times, and to all acts and circumstances, which may occur from that date, notwithstanding that such acts or circumstances may pre-date this deed.

### The Indemnity is irrevocable and shall continue in full force and effect in accordance with its terms for the Period.

# INDEMNIFIED PERSON'S OBLIGATIONS

## **Procure insurance**: The Indemnified Person will use all reasonable endeavours to procure that the Company:

### obtains insurance equivalent to that required to be obtained by the Company pursuant to clause 8;

### maintains such insurance for the Period; and

### does not do, or omits to do, anything which will void or prejudice the cover under such insurance or the Indemnified Person's ability to claim under such insurance.

## **Procure retention of Documents**: The Indemnified Person will use all reasonable endeavours to procure that the Company:

### retains all Documents:

#### for at least seven years from the date the Indemnified Person ceases to be a Director; and

#### indefinitely, where a Claim has been made or where there is reasonable evidence to suggest a Claim may be made against the Indemnified Person by any person in relation to any act done or omission made in the Indemnified Person's capacity as a Director, or against any other Director or a subsidiary of the Company for equivalent acts or omissions done or made during such time; and

### grants access to the Documents to the Indemnified Person and their respective advisers in relation to any Claim against the Indemnified Person in relation to acts done or omissions made in the Indemnified Person's capacity as a Director.

## **First claim**: Where any Claim is brought or threatened to be brought against the Indemnified Person in relation to the Company, as a result of which the Indemnified Person may seek to have recourse to the Indemnity, and for which the Indemnified Person is entitled:

### to be indemnified by that Company under clause 2; and

### to claim under an insurance policy taken out by the Company,

the Indemnified Person must claim first under the insurance policy taken out by the Company to the extent permitted by such policy, and claim the balance of any costs or liability incurred for which a compensatory payment is not received under such policy, if any, under the indemnity from the Company, before making any claim for any remaining costs or liability pursuant to the Indemnity.

## **Notice, consultation and assistance**: If any Claim is brought or threatened to be brought against the Indemnified Person, as a result of which the Indemnified Person may seek to have recourse to the Indemnity or the insurance policy referred to in clause 8, the Indemnified Person shall:

### notify the Company in writing of the existence of the Claim or threatened Claim as soon as practicable after the Indemnified Person becomes aware of such Claim or threatened Claim;

### consult with the Company on the steps to be taken, if any, in responding to or defending such Claim or threatened Claim; and

### give the Company and its insurers and their respective representatives (including legal advisers) such information and assistance and cooperation as may reasonably be required.

## **Obligations while defence assumed**: While the Company is conducting the defence of the Claim as contemplated under clause 4 below, the Indemnified Person shall:

### at the direction of the Company, take such action as the Company may reasonably require to avoid, dispute, defend or appeal the Claim;

### assist the Company to the best of the Indemnified Person's abilities in any action the Company takes to avoid, dispute, defend or appeal the Claim including, without limitation, making available to the Company and its advisers all information, books and records held by the Indemnified Person relevant to the Claim, and providing the Company with any authorities and directions that the Company may reasonably require for the prosecution or advancement of any cross-claim or counterclaim;

### not admit any liability for, settle, or compromise the Claim without the prior consent of the Company, which shall not be unreasonably withheld or delayed; and

### upon request by the Company, take such action as the Company may reasonably require to enable the Company to be subrogated to and enjoy the benefits of the Indemnified Person's rights in relation to any cross-claims or any claims against any third party (including an insurer) and render such assistance as the Company may reasonably request for that purpose.

# ASSUMPTION OF DEFENCE

## **Defence**: The Company shall be entitled to assume the defence of the Claim if it reasonably considers, after consulting with the Indemnified Person and having due regard to any information provided by the Indemnified Person, that the Indemnity is more likely than not to apply to the Claim.

## **Process**: When the Company is notified of any potential Claim, it shall, as soon as practicable:

### consult with the Indemnified Person as to whether the act or omission is one in respect of which the Indemnity is more likely than not to apply, and have due regard to any information provided by the Indemnified Person; and

### notify the Indemnified Person whether or not it reasonably considers the Indemnity is more likely than not to apply and, if so, whether or not it intends to assume the defence of the Claim.

## **Conduct of Claim**: Where the Company assumes the defence of any Claim it shall consult the Indemnified Person in relation to the selection of counsel for the Indemnified Person. The Company shall be entitled to determine the conduct of that Claim, including the conduct of all negotiations and proceedings, including instituting any cross-claim or counterclaim. Whoever conducts the defence of any Claim shall ensure that:

### the other party is kept informed on a timely basis of any development in relation to the Claim; and

### to the extent practicable, the other party and its legal advisers are consulted in a timely manner prior to taking any significant steps in relation to the Claim and, if the Company is conducting the defence of the Claim, the Company has proper regard to the protection of the personal interests and reputation of the Indemnified Person.

## **Assistance**: Until the Company exercises its right to assume the defence of the Claim it shall, at the request of the Indemnified Person, provide the Indemnified Person with all reasonable assistance in the Indemnified Person's defence of the Claim.

## **Settlements**: Where the Company conducts the defence of any Claim it shall ensure that no settlement or compromise is made without the Indemnified Person's consent (which shall not be unreasonably withheld or delayed). However, the Company shall not be required to obtain the Indemnified Person's consent under the preceding sentence if, prior to such settlement or compromise, the Company confirms to the Indemnified Person in writing:

### that those liabilities are indemnified under this deed; and

### that the Company will not deny the obligation to indemnify the Indemnified Person in respect of those liabilities.

## **Consequences of withholding consent**: If the Indemnified Person withholds the Indemnified Person's consent to any settlement or compromise of any Claim under clause 4.5 the following provisions shall apply:

### the Indemnified Person shall assume the defence of that Claim;

### the Indemnified Person must have due regard to protecting the reputation of the Company (but acknowledging that the Indemnified Person's defence may legitimately include material that may be damaging to the reputation of the Company);

### the Indemnified Person must notify the Company before settling or compromising the Claim; and

### the liability of the Company in relation to that Claim shall be limited to the lesser of:

#### the amount of the settlement or compromise that the Indemnified Person withheld consent to in accordance with clause 4.5 and the Indemnified Person's defence costs up to the time the Indemnified Person withheld consent to the settlement or compromise; and

#### the amount of the settlement or compromise reached by the Indemnified Person or the amount awarded and, in either case, defence costs in relation to the Claim.

# RESUMPTION OF CONDUCT OF ACTIONS

## **Resumption**: If, in respect of any Claim brought against the Indemnified Person the defence of which has been assumed by the Company pursuant to clause 4, the Company becomes aware of any fact or matter (whether asserted or proven in any proceedings or otherwise) of which it was not aware when it elected to assume the defence of the Claim, as a result of which the Company reasonably considers that it is more likely than not that the Indemnity does not apply (in whole or in part), the Company shall promptly notify the Indemnified Person accordingly. In that event the Indemnified Person shall be entitled to resume the conduct of such parts of such Claim as relate to the matters for which the Company reasonably considers that the Indemnity is more likely than not to apply.

## **No prejudice**: Any adjudication of a Claim prior to agreement or determination as to whether the Indemnity does, or does not, apply shall not prejudice the right of the Indemnified Person or the Company to assert that the Indemnity does, or does not, apply.

## **Indemnified Person may defend**: The Indemnified Person may, by written notice to the Company, at any time assume the unrestricted conduct of the defence of any Claim on the basis that the Indemnified Person thereby waives all rights to indemnity (including under the Indemnity) from the Company in relation to that Claim.

# SUBROGATION

## If the Company makes any payment under the Indemnity in full satisfaction of the Indemnified Person's right of indemnification in respect of any act or omission, the Company is to be subrogated to all of the Indemnified Person's rights (including, without limitation, any rights of recovery) in relation to or arising out of that act or omission (including any rights of recovery from any insurer).

# ACCESS TO DOCUMENTS

## **Access**: The Company will, at no cost to the Indemnified Person, allow the Indemnified Person (and the Indemnified Person's representatives, upon giving an undertaking to the Company reasonably acceptable to the Company to keep the Documents confidential) to inspect any Documents then held by the Company at all reasonable times during the Period, including providing, or procuring the provision of, information, assistance and facilities (including photocopying facilities) that the Indemnified Person reasonably requires in order to examine and make and take away copies of such Documents.

## **Other rights**: Nothing in clause 7.1 limits or restricts any other right of access the Indemnified Person may have to Documents.

## **Privilege**: The Company shall notify the Indemnified Person:

### if a Document to which the Indemnified Person has access is the subject of legal professional privilege in favour of the Company; and

### of the general nature of acts or omissions that could cause that privilege to be waived, extinguished or lost.

## **Confidentiality**: The Indemnified Person shall:

### keep all Documents confidential and otherwise observe the same duties of confidentiality in relation to the Documents as if the Indemnified Person had been a Director throughout the entire Period, except that the Indemnified Person may (subject to clause 7.4(b)):

#### disclose such Documents to the Indemnified Person's legal advisers; and

#### make disclosure of such Documents as required by law; and

### in respect of any Documents to which legal professional privilege applies in favour of the Company, not waive that privilege or do any act or thing or omit to do any act or thing which may cause that privilege to be waived, extinguished or lost, without the prior written consent of the Company.

## **Return**: If the Indemnified Person exercises the Indemnified Person's rights of access in clause 7.1 and the Indemnified Person has taken away originals or copies of any Documents, the Indemnified Person shall:

### return all original Documents to the Company; and

### provide a written undertaking to the Company that the Indemnified Person has destroyed all copies of Documents,

when the Indemnified Person has finished using them.

## **Return on cessation of office**: The Indemnified Person shall, upon ceasing to be an Indemnified Person in respect of the relevant role, return to the Company all Documents and copies of Documents in respect of the relevant role, in the possession or control of the Indemnified Person at that time (other than any obtained by the Indemnified Person under clause 7.1, in respect of which clause 7.5 shall apply). Compliance by the Indemnified Person with this clause 7.6 does not prejudice the Indemnified Person's right of access under clause 7.1.

## **Extension if legal proceedings brought or threatened to be brought**: If a Claim is brought against the Indemnified Person in respect of a particular role, all of the rights and obligations created by this clause 7 will continue to operate until the final resolution of that Claim, including any appeal proceedings.

## **No additional obligations**: Nothing in this deed obliges the Company to keep Documents it would not otherwise have kept or is not required to keep under any law.

# INSURANCE

## **Maintenance of insurance**:

### Without limiting the Indemnity, but subject to subclause 8.1(b), the Company shall, subject to any applicable law or legislation, maintain throughout the Period an insurance policy with an established and reputable insurer which insures the Indemnified Person to the extent permitted by law (on terms that reasonably reflect market practice for directors' and officers' insurance policies for comparable entities) against liabilities (not being criminal liabilities) incurred by the Indemnified Person as a Director, for acts or omissions by the Indemnified Person in good faith and in the performance or intended performance of the Company's functions. The Company shall on request by the Indemnified Person advise the Indemnified Person of details of the insurance held by the Company at any time.

### Any insurance effected and maintained by the Company with respect to costs incurred by the Indemnified Person in defending any criminal proceeding will only be required to provide coverage for those costs where:

#### such criminal proceedings have been brought against the Indemnified Person in relation to any act or omission in his or her capacity as a Director; and

#### he or she is acquitted.

## **The Company to provide details of insurance**: The Company shall, on request by the Indemnified Person, advise the Indemnified Person of details of the insurance held by the Company at any time.

## **Indemnified Person's obligations**: With respect to such insurance cover, the Indemnified Person shall:

### take all actions, sign all documents and do all other things reasonably requested by the Company to allow any claims to be made under the insurance policy in relation to any liability of the Indemnified Person for which the Indemnified Person may seek Indemnity; and

### not do, or omit to do, anything which the Indemnified Person knows, or ought reasonably to know, will void or prejudice the cover under the insurance.

## **Allocation of insurance proceeds**: If insurance proceeds available under the policy placed pursuant to clause 8.1 in respect of a claim ("**relevant claim**") against the Indemnified Person and any other person or persons who are also covered by that policy are insufficient to discharge the liability of the Indemnified Person and the other person or persons, the Company, the Indemnified Person and the other person or persons shall agree on a fair and equitable allocation of such insurance having regard to the relative legal and financial exposures of, and relative benefits obtained by the Company, the Indemnified Person and the other person or persons, including the extent to which the Indemnified Person or other person or persons have been indemnified under the Indemnity.

## **Dispute relating to allocation of insurance proceeds**: Where the Company, the Indemnified Person and the other person or persons involved in the relevant claim are unable to agree on a fair and equitable allocation within 14 days of determination of the relevant liability amount ("**Dispute Date**"), then such allocation will be determined by a King's Counsel (to be mutually agreed within five days of the Dispute Date or, in default of agreement, to be selected by the Arbitrators' and Mediators' Institute of New Zealand on request by either the Indemnified Person or the Company). The King's Counsel shall act as an independent expert, not an arbitrator, and shall determine the procedure to be followed in making his or her determination.

## **Parties bound by determination**: The Indemnified Person and the other person or persons will be bound by the King's Counsel's determination as to fair and equitable allocation.

## **Costs**: The costs of obtaining a King's Counsel's determination as to fair and equitable allocation shall be paid by the Company.

# PAYMENT

## **Claim for payment**: In order to make a claim for payment (including in respect of costs incurred in defending or settling any Claim) under the Indemnity, the Indemnified Person shall:

### notify the Company in writing of the claim for payment; and

### send with that notification all supporting documentation received by the Indemnified Person in relation to the claim for payment,

in which case the Company will make payment to the Indemnified Person pursuant to the Indemnity within a reasonable time of receiving such notification and supporting documentation.

## **Repayment**: Where the Company has made any payment pursuant to the Indemnity, and it is subsequently established that the Company was not liable to make that payment, or that a lesser amount was actually payable by way of indemnity, then the Indemnified Person to whom such payment was made will promptly repay and reimburse the Company for any such amounts that should not have been paid, within a reasonable timeframe specified by the Company.

## **No double recovery**: The Indemnified Person must repay to the Company any amount paid by the Company under the Indemnity to the extent that the Indemnified Person receives payment under a contract of insurance in respect of the Indemnified Person's liabilities or an insurer pays, discharges and satisfies the Indemnified Person's liabilities directly (provided that the Indemnified Person shall not be required to repay any amounts that he or she receives under a contract of insurance, or that an insurer pays, discharges and satisfies directly, that may be applied to any liability of the Indemnified Person which is not covered under the Indemnity).

## **Payment arrangements**: Nothing in this deed precludes any arrangement being made between the Company and the Indemnified Person for the Company to receive and pay directly any claims for payment rendered by advisers retained to act for the Indemnified Person.

# Dispute resolution

## **Notice in writing**: If a party claims that a dispute has arisen, that party must give written notice to the other party. The written notice must specify the nature of the dispute.

## **Negotiation**:

### On receipt of a notice delivered in accordance with clause 10.1 and before any party may refer a dispute to mediation, each party must, in good faith and acting reasonably, do their best to resolve the dispute quickly and efficiently through negotiation.

### If the dispute has not been resolved within 20 Business Days (or within such other period as agreed by the parties) of the date of the notice referred to in clause 10.2, any party may submit the dispute to mediation.

## **Mediation**:

### If the parties do not resolve the dispute by negotiation, the parties must, in good faith and acting reasonably, do their best to resolve the dispute by participating in mediation with an independent mediator.

### If the parties do not agree on a mediator, then the mediator will be appointed by the New Zealand Dispute Resolution Centre.

### The parties must mediate the dispute in accordance with principles agreed between them or, if no agreement can be reached, the New Zealand Dispute Resolution Centre Mediation Rules.

### Unless the parties agree otherwise, the mediator's fee and any other costs of the mediation itself (such as for venue hire or refreshments) will be shared equally between the parties, but the parties will each pay their own costs of preparing for and participating in the mediation (such as for travel and legal representation).

## **Arbitration**

### If the dispute has not been resolved within 40 Business Days (or within such other period as agreed by the parties) of the dispute being referred to mediation, any party (the "**Initiating Party**") may refer such dispute to binding arbitration by issuing a written notice ("**Arbitration Notice**") to the other Party or Parties (together with the Initiating Party, the "**Disputing Parties**") for final resolution in accordance with the provisions of this clause 13.4 and in accordance with the provisions of the Rules of Arbitration of the New Zealand Dispute Resolution Centre, as amended or modified from time to time ("**NZDRC Rules**").

### The arbitral panel shall consist of one arbitrator. The arbitrator will be appointed by the agreement of the Disputing Parties or, failing agreement within 10 Business Days of the date of the Arbitration Notice, in accordance with the NZDRC Rules.

### The seat of arbitration shall be [place], New Zealand and the arbitration shall be conducted in the English language.

### The award of the arbitration shall be in writing and must include reasons for the decision.

### The award of the arbitration shall be final and binding on the parties. No party may appeal to the High Court under Clause 5 of the Second Schedule of the Arbitration Act 1996 on any question of law arising out of an award.

### The award shall allocate or apportion the costs of the arbitration as the arbitrator deems fair.

### Neither the existence of any dispute nor the fact that any arbitration is pending hereunder shall relieve any of the Parties of their respective obligations under this agreement.

## **Implementation of agreement**: The parties must do whatever is reasonably necessary to put into effect any negotiated or mediated agreement, arbitral award or other resolution.

## **Rights and obligations during a dispute**: During a dispute, each party must continue to perform its obligations under this agreement.

## **Interlocutory relief**: This clause does not restrict or limit the right of a party to obtain interlocutory relief.

# GENERAL

## **Entire agreement**: This deed constitutes the entire agreement between the parties relating to the subject matter of this deed and supersedes and cancels any previous agreements, understandings, or arrangements, whether written or oral in relation to such subject matter.

## **Governing law**: This deed is governed by the laws of New Zealand.

## **Severance**: If any provision of this deed is, or becomes unenforceable, illegal or invalid for any reason it shall be deemed to be severed from this deed without affecting the validity of the remainder of this deed and shall not affect the enforceability, legality, validity or application of any other provision of this deed.

## **No waiver**: Any delay, failure or forbearance by a party to exercise (in whole or in part) any right, power or remedy under, or in connection with, this deed shall not operate as a waiver of such right, power or remedy. A waiver of any breach of any provision of this deed shall not be effective unless that waiver is in writing and is signed by the party against whom that waiver is claimed. A waiver of any breach shall not be, or be deemed to be, a waiver of any other or subsequent breach.

## **Assignment**: To avoid doubt, the Indemnified Person may not assign or transfer all or any part of his or her rights and obligations under this deed to any third party.

## **Counterparts**: This deed may be executed in counterparts (by scanned PDF or otherwise), each of which when signed will be deemed to be an original, and such counterparts together will constitute a single instrument.

SIGNED AS A DEED

|  |  |  |
| --- | --- | --- |
| **SIGNED** by **[INSERT NAME OF INDEMNIFIED PERSON]** in the presence of: |  |  |
|  |  | **[**insert name of Indemnified Person**]** |
| Signature of witness |  |  |
|  |  |  |
| Name of witness |  |  |
|  |  |  |
| Occupation |  |  |
|  |  |  |
| City/town of residence |  |  |

|  |  |  |
| --- | --- | --- |
| **SIGNED** for and on behalf of **[INSERT LEGAL NAME OF WATER ORGANISATION]** by: |  |  |
|  |  |  |
| Signature of Director |  | Signature of Director |
|  |  |  |
| Name of Director |  | Name of Director |
|  |  |  |