

## PROPOSED INDEMNITY CLAUSE

1. The Tenant will indemnify the Landlord [ Basingstoke & Deane Borough Council ] in respect of all liabilities costs and expenses suffered or incurred by the Landlord in its capacity as Landlord of the site arising from any negligent act or omission by the Tenant in the exercise of the rights granted by this Lease or by reason of any non observance or non performance of the Tenant's covenants and obligations herein ("Breaches") provided that:-
2. the Landlord as soon as practicable and without unreasonable delay notifies the Tenant of any actions proceedings claims or demands brought or made against the Landlord ("Proceedings") concerning any alleged Breaches and the Landlord will not compound settle or admit those Proceedings without the consent of the Tenant except by order of a court of competent jurisdiction : and
3. the Tenant shall be entitled at its own cost to defend or settle any Proceedings: and
4. this indemnity shall exclude:-
  - a. negligence wilful act default or omission of the Landlord its employees servants contractors agents ; and
  - b. any loss to the extent that the Landlord has failed to take any action that it ought reasonably and properly to have taken to mitigate any loss or damage it may suffer; and
5. such liabilities costs and expenses shall be capped at a level of £ xxx [ sum to be agreed on a application by application basis ] in respect of any single claim except in the event of death or personal injury where there shall be no limit; and
6. nothing in this Lease shall restrict or interfere with the Tenant's rights against the Landlord or any other person in respect of contributory negligence
7. The Tenant further indemnifies the Landlord that with effect from the date hereof it will at all times indemnify and keep indemnified the Landlord against all legal liability in respect of or arising from directly or indirectly any loss damage actions

proceedings suits claims demands costs damages and expenses relating to any injury to or the death of any person by reason of or arising out of the installation of the Apparatus and Permitted Use of the Site