

## DEED OF INDEMNITY

This DEED OF INDEMNITY is made on the \_\_\_\_\_ day of \_\_\_\_\_

### BETWEEN

\_\_\_\_\_ (who together with his/her executors, administrators and assigns is hereinafter called ~~the customer~~ of the first part.

AND the FIJI ELECTRICITY AUTHORITY (hereinafter called the Authority) of the other part.

### WHEREAS

1. By a permit given under Regulation 46 of the Electricity Regulations Cap 180 dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and numbered \_\_\_\_\_ the Authority permitted \_\_\_\_\_ (hereinafter called the ~~contractor~~ to carry out certain electrical works at the customer's premises at \_\_\_\_\_ demands by the contractor in respect.
2. A dispute has arisen between the customer and the contractor in respect to said electrical works.
3. The customer and the contractor have not resolved the said dispute.
4. The customer has requested the Authority to cancel the said permit and to issue a new permit to \_\_\_\_\_ In lieu of permit number \_\_\_\_\_.
5. The Authority has agreed to issue a new permit aforesaid on the condition precedent the customer enters into these presents.

**NOW THIS DEED WITNESSETH** as follows:-

1. In consideration of the Authority agreeing (at the request of the customer) to cancel permit number \_\_\_\_\_ issued by it to the contractor to customer hereby covenants with the Authority that he/she will at all times hereafter indemnify and keep indemnified the Authority from all actions proceedings claims or demands by the contractor in respect of the cancellation of permit number \_\_\_\_\_ issued by the Authority to the contractor as aforesaid and also against all costs damages or expenses (including the Authority's legal costs in defending any action or proceedings) which the Authority may pay incur or sustain by reason of the cancellation of permit number \_\_\_\_\_.
2. The customer shall bear and pay all costs (including the Authority's solicitors cost) and stamp duty in respect of this deed.

In witness whereof the customer has set his/her hand and seal the day and year herein before appearing.

SIGNED, SEALED and DELIVERED

By the said \_\_\_\_\_

After interpretation in the \_\_\_\_\_ )

In the Presence of \_\_\_\_\_ )

\_\_\_\_\_