**DEED OF INDEMNITY**

This Deed is made on the day of 20 .

**BETWEEN** : **INSERT NAME] (“the Organisation”)**

**A N D** : NAME OF SCHOOL **[INSERT NAME] (“the School”)**

**A N D** : MINISTRY OF EDUCATION, HERITAGE AND ART **(“the Ministry”)**

**WHEREAS:**

A. The Organisation is desirous of undertaking the following activity (insert details):

B. To safeguard the interest, safety and security of the school and its students, the Organisation, at the request of the Ministry, has agreed to provide the following indemnities as set forth in this deed.

# THIS DEED WITNESSES AS FOLLOWS:-

**INDEMNITY**

1. The Organisation shall ensure the observance and compliance of its own safety and security policies, statutory requirements/procedures and the Ministry’s guidelines and policies in organising and arranging the visit to the School.

2. The Organisation shall ensure that all necessary approvals and/or permits are obtained from the Schools and the Ministry for the visit.

3. The Organisation shall completely indemnity the School, its students, teachers and the Ministry, its employees, agents or representatives for the following incidences but not limited to:

1. Any loss or damage to real property, plant, equipment of the School
2. Any wilful, unlawful or negligent act or omission occasioned by the Organisation, its employees, agents and/or representatives resulting in injury, illness or death of any student, teacher or employee of the School
3. any claim, action, demand or proceeding against the School in respect of any personal or bodily injury, criminal harm or any loss or damage occasioned as a direct result of the acts and /or omissions by the Organisation and its employees, agents and/or representatives.

**CONSTRUCTION**

The Organisation confirms that any planned building activity will be advised ahead of construction commencement for the Ministry’s approval and that any construction abides by the National Building Code with required approval processes complied with.

**TERMINATION**

This Deed shall cease to be of effect upon prior 30 days written notice by either party.

**CONFIDENTIALITY**

To the extent permitted by law, the parties to this Deed shall hold in complete confidence and shall not disclose or permit to be disclosed to any person other than their professional advisors the terms and conditions of the Deed or any other confidential information which is disclosed or obtained by them in performance of this Deed.

**GOVERNING LAW**

This Deed shall be governed and construed in all respects in accordance with the laws of Fiji.

**REPRESENTATION OF AUTHORITY**

Each person signing this deed on behalf of a party represents and warrants that:

1. He or she is a duly authorised officer of that party and has the legal capacity to execute and deliver this Deed on behalf of that party.
2. The execution and delivery of this Deed and the performance of that party’s obligations under this Deed have received all necessary corporate approvals and that the Deed is valid and legal agreement binding on and enforceable against the party in accordance with its terms.

**SIGNED** by **[ORGANISATION]**

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**SIGNED** by the trustees / authorised officer of the **[SCHOOL]**

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**SIGNED** by the Ministry of Education, Heritage and Art by its authorised officers

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