

DEED OF INDEMNITY

This **DEED OF INDEMNITY** is made on the _____ day of _____

BETWEEN

AND the ENERGY FIJI LIMITED (hereinafter called "the Company") 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 Company 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 Company to cancel the said permit and to issue a new permit to _____ In lieu of permit number _____.
 5. The Company 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 Company agreeing (at the request of the customer) to cancel permit number _____ issued by it to the contractor to customer hereby covenants with the Company that he/she will at all times hereafter indemnify and keep indemnified the Company from all actions proceedings claims or demands by the contractor in respect of the cancellation of permit number _____ issued by the Company to the contractor as aforesaid and also against all costs damages or expenses (including the Company's legal costs in defending any action or proceedings) which the Company may pay incur or sustain by reason of the cancellation of permit number _____.
2. The customer shall bear and pay all costs (including the Company'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 _____)
