



FORM OF INDEMNITY

“British Gypsum” means British Gypsum, proprietor: BPB United Kingdom Limited (Registered Office Address : Saint-Gobain House, Binley Business Park, Coventry, CV3 2TT).

“The Work” means any work to be carried out by you at any British Gypsum site, from time to time.

In consideration of you giving us instructions to carry out the Work at any of your British Gypsum Sites

**Health,
Safety and
Environment**

1 WE UNDERTAKE that we, our servants, employees, representatives, agents and subcontractors and all those for whom we are responsible will comply with the requirements of the Health and Safety at Work etc. Act 1974 and other relevant statutory provisions for protection of Health, Safety and Environment which are in force during the period in which the Work is in progress and that we will take all additional necessary precautions to ensure the health and safety of our own, your, and other workmen, as well as members of the public who might be affected by our operations.

Indemnity

2 WE ALSO UNDERTAKE to be solely liable for and bound to make good and relieve British Gypsum from any liability loss claim or proceedings whatsoever whether arising under any statute or at common law in respect of personal injury to or death of any person whomsoever (whether employed by us or not) or in respect of any injury or damage whatsoever to any property real or personal (whether belonging to us or any other party) and arising in any case out of or in the course of or caused by the execution of the Work or by any failure to meet our obligations in respect of the Work, unless due solely to any act or neglect of British Gypsum or its servants or agents and we shall indemnify British Gypsum against the same and against all actions, costs and expenses whatsoever by reason or on account thereof.

Insurances

3 WE ALSO UNDERTAKE to effect and maintain during the continuance of the Work the following insurances against any liability loss claim or proceedings whatsoever whether arising under any statute or at common law in respect of personal injury to or death of any person whomsoever (whether employed by us or not) or in respect of any injury or damage whatsoever to any property real or personal (whether belonging to us or any other party) and arising in any case out of or in the course of or caused by the execution of the Work:

- a Public liability insurance to provide a limit of liability in respect of any one accident or occurrence of £5M or such sum as shall have been agreed in writing.
- b Employers liability insurance of £10M or such sum, the minimum being £5M, as shall have been agreed in writing in respect of any one accident or occurrence. In the case of self-employed contractors, insurance in respect of death or personal injury claims of £5M.

AND WE ALSO UNDERTAKE to produce to British Gypsum, when requested, details of the insurances specified in a. and b. above.

**Rules
and
Conditions**

4 WE ALSO UNDERTAKE to pay due regard to and comply with, so far as applicable, the attached British Gypsum “Rules and Conditions for Contractors”, the said rules being for general guidance and not in any way complete statements of law.

AND WE ALSO UNDERTAKE to comply with any additional requirements which may be specified in advance by British Gypsum in relation to Health, Safety or Environmental aspects of the Work.

For and on behalf of the Contractor Date
(Authorised signature)

Position..... (Company Director, Company Secretary/Partner of Firm)

Contractors Name.....

Address

.....
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To enable you to be included on our Approved Contractors List, please return this form to :

By :