

# Forms of indemnity

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New policy number: **445**  
 Old instruction number: **MAN:C020:a2**  
 Issue date: **19 July 2006**  
 Reviewed as current: **25 November 2024**  
 Owner: **General Counsel**  
 Responsible work team: **Property Team**

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# 1 Introduction

- 1.1 The purpose of an indemnity is to make it clear who will be legally responsible to pay compensation if an accident causes injury to people or damage to property. This applies to accidents either on Commissioner premises, or, when employees of the Commissioner are in attendance at other people's premises or locations. This may be for reasons such as a visit, carrying out a training exercise or when asked to standby in case of emergency at a premises. An indemnity must always be signed before the visit takes place.
- 1.2 Indemnities for special services are the subject of a separate policy.
- 1.3 For the avoidance of doubt, references to the "Commissioner" mean the London Fire Commissioner as established on 1 April 2018.

## 2 Indemnity forms

- 2.1 There are four standard forms of indemnity:
  - Indemnity form A - Individual and/or group of individual visitors to Commissioner premises.
  - Indemnity form B - Commercial organisations visiting Commissioner premises.
  - Indemnity form C - When the Commissioner uses other people's or company's property.
  - Indemnity form D - Where the Commissioner is standing by at another person's or company's premises.

## 3 Indemnity form A – Individual and/group of individual visitors

- 3.1 This form is suitable for use where an individual or group of individuals come onto Commissioner premises and/or will use Commissioner equipment on a non-commercial basis. Where the visitors consist of a group of adults over the age of 18 years (e.g. a club or society), each individual should sign a separate form. Where children or group of children are accompanied by an adult, the accompanying adult will complete the form. This form of indemnity is on the basis that there is no requirement on the individual to insure against the consequences of injury or damage, although the visitor agrees that they have satisfied themselves that they have adequate insurance or has made other adequate provision to cover any losses.
- 3.2 The officer arranging the visit should make sure that the first part of the form is completed to show:
  - The name and address of the visitor.
  - The address of the Commissioner's premises where the visit or activity will take place.
  - The date(s) on which the visit/activity will take place.
  - The purpose of the visit or activity.

**Note:** The visitor(s) should be asked to read and sign the form before the visit or activity takes place.

## 4 Indemnity form B – Commercial organisations

- 4.1 This form is for use where a commercial organisation is coming on to the Commissioner's premises and/or using Commissioner equipment. Such organisations will normally have some commercial motive for the visit either directly (e.g. film companies) or indirectly (e.g. improving the knowledge or skills available to the organisation) and will often be fee paying accordingly. It is

also for use where public bodies and the other organisations referred to below are involved, although they may not be required to pay a fee.

- 4.2 It is more reasonable to expect such organisations to accept responsibility for any injury or damage which would not have occurred but for their presence and to insure against the risk. This form of indemnity is drawn up as a licence to use the Commissioner's property in return for a fee and requires the organisation to have insurance cover. Where such an arrangement is proposed the level of fee (if any) should be determined at a senior level in the directorate/department concerned.
- 4.3 The form needs to be completed and signed in advance, but, it is important to make sure that the indemnity is signed by someone with the appropriate authority within the organisation. The person proposing to sign the form should also be asked to confirm that they have authority to bind the organisation which they represent.
- 4.4 The most common situations will probably be a company, a partnership, a local authority or a health authority. The appropriate person to sign would be:
- Company – a director or the company secretary.
  - Partnership – a partner.
  - A local authority – an officer of the authority, with delegated authority. For school parties it would normally be an officer from the Education Department unless the Head Teacher has specific authorisation.
  - A health authority – a senior manager with appropriate authority. For a self governing NHS Trust there is a board of directors (like a company), and a member of the board or a person authorised by the board should sign.
- 4.5 If the organisation is an unincorporated association such as a club or society, there can be difficulties in identifying who if anyone has the power to commit the organisation as a whole. Some such associations do have management committees and/or trustees and carry appropriate insurance; if so, the person(s) to whom the insurance cover is issued should be able to sign the indemnity on behalf of the association. In that case the organisation is the Licensee, and the name and address of the Licensee should be the name and address of the organisation. Otherwise it is more appropriate to treat the organisation as a group of individuals and require each of them to sign form A. **If there is any doubt about how to treat a particular organisation advice should be sought from General Counsel's Department.**
- 4.6 The officer in charge of arranging the visit or activity should make sure that the form is completed and signed in advance; they must also check that the signatory has (or appears to have) the appropriate authority to sign. Details of the fee for the visit/activity should be agreed in advance (and included in form B), and consideration should be given to whether it is necessary to ask the organisation to produce evidence of its insurance. Remember that without insurance the indemnity is worth no more than the assets of the organisation.
- 4.7 The completed form must show:
- The name and address of the organisation. In the case of a company the address should be the registered office of the company. In the case of a partnership the address should be an address at which the partnership normally carries on its business.
  - The address of the Commissioner's premises where the visit or activity will take place.
  - The date(s) on which the activity will take place.

- The purpose of the visit or activity (e.g. "entering and using fire station for the purpose of filming").
- The agreed fee (this could be a nominal sum or a substantial sum, depending on the nature and purpose of the visit/activity – see above).
- The position in the organisation ("the office") of the person signing.

## 5 Indemnity Form C – Where the Commissioner will use some other person's or body's property

- 5.1 This form should be used when a person or body **requests** an indemnity before permitting the Commissioner to use premises or equipment for training exercises. The indemnity will normally be covered by the Commissioner's insurance arrangements, but if there are any unusual features (such as a high risk of damage, or a risk that any damage may have considerable cost consequences, etc.) a check should be made with the Senior Finance Officer, Accountancy and Treasury Services on extension 31372 that there is adequate cover.
- 5.2 This form should be prepared as a letter on appropriate headed notepaper for the directorate/department concerned. The top copy of the letter of indemnity should be given to the person requesting it, and a copy retained for the Commissioner.

## 6 Indemnity Form D - Where the Commissioner is on stand by at another person's or bodies premises

- 6.1 This form is to be used when the Commissioner is requested to standby in case of an emergency at a premises where, for example, a training exercise using chemicals is being conducted, or during the filming of dangerous activities.

## 7 Indemnity forms generally

### Signature

- 7.1 The Commissioner's standing orders authorise heads of department/assistant commissioners to sign an indemnity on behalf of the Commissioner. If the head of department/assistant commissioner does not sign personally, the signature must be by a senior officer authorised by the head of department's/assistant commissioner's name, i.e. The signature must be the name of the head of department/assistant commissioner with the officer who actually writes the name adding their initials and the letters "pp" (which stands for "per procuracionem" or "by proxy for").

**Note:** Only officers of the Role of Sub Officer or above, for uniformed staff, or FRS C or above, for non uniformed staff, are authorised to sign indemnities.

### Charging

- 7.2 Although certain forms allow for a fee to be charged, there is no general expectation that a fee will be levied in all cases. A fee would not be appropriate for non commercial and community relations visits. It might, however, be appropriate where permission was granted for the use of Commissioner resources (premises or equipment) for commercial purposes, e.g. filming a TV commercial. In cases where the responsible officer considers that a fee might be appropriate, they should consult the Assistant Director Procurement and Commercial before taking any action.

## **Period of indemnity**

- 7.3 The length of time for which an indemnity should be accepted or given will depend on the circumstances of each individual situation. However, as a general rule an indemnity which extends beyond three months should not be accepted or given. Once an indemnity has expired a new indemnity should be prepared and signed, if appropriate, from the expiry date of the previous one. For further legal advice contact General Counsel's Department.

## **Retention of form**

- 7.4 The form (or in the case of form C, a copy) should be retained in the fire station/department dealing with the matter for a minimum period of 6 years.

## **8 Non standard indemnity forms**

- 8.1 The standard form may not fit every situation. If there is any doubt about which form to use, how to complete the form, or whether a special form needs to be prepared for the particular situation, for example, if a request to take photographs or film on Commissioner premises is made you should contact General Counsel's Department.

Note: If the other party wishes to change the form in question in any way, or requires the Commissioner to sign a different form of indemnity, you should always consult General Counsel's Department immediately.

## **9 When an indemnity form is not required**

- 9.1 Exceptions to the normal requirement for issue and completion of indemnity forms are:
- When guests, VIPs and others are present by invitation on Commissioner premises.
  - Station open days.
  - Commissioner volunteers.

## Appendix 1 - Form A

### Indemnity – Form A – Individual Visitors and/or group of individuals



LONDON FIRE BRIGADE

**IMPORTANT:** EACH VISITOR IS ADVISED TO READ THIS DOCUMENT FULLY BEFORE SIGNING IT.

This indemnity is a legal promise by you to protect the Commissioner against legal responsibility for certain kinds of expense, costs, hurt, damage, or loss that may result from your visit.

In consideration of the London Fire Commissioner ("the Commissioner") granting permission to:

1 \_\_\_\_\_

("The Visitor") of 2 \_\_\_\_\_

to enter its property at 3 \_\_\_\_\_

on 4 \_\_\_\_\_ for the purposes of 5 \_\_\_\_\_

on payment of a fee of 6 £ \_\_\_\_\_, the Visitor agrees to the terms and conditions as follows:

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1. The Visitor will be liable for and will indemnify and keep indemnified the Commissioner, its employees, agents and sub-contractors on demand from and against all liability for death or personal injury, loss of or damage to property (including property belonging to the Commissioner for which it is responsible), and actions, losses or damage, claims, demands, costs, proceedings charges and expenses (including legal expenses on an indemnity basis) which may arise out of, or in consequence of, the performance or non-performance of any activity on the property of the Commissioner organised or carried out by the Visitor or using the Commissioner's equipment except to the extent that such losses are caused by the negligence of the Commissioner or its employees.
  2. Where the expense, cost, liability, loss or claim is recoverable by the Visitor from the Commissioner as a result of negligence, breach of contract, misrepresentation or otherwise on the part of the Commissioner, then any liability of the Commissioner:
    - (a) shall be limited (where lawful) to refunding the fee paid by the Visitor to the Commissioner (if any);
    - (b) any liability of the Commissioner for any further expense, cost, liability, loss or claim of any kind, whether direct or indirect, including (amongst others) loss or damage to property, loss of profits, wasted expenses or other consequential losses is (where lawful) excluded.

- 3 The Visitor will satisfy themselves that they have in force adequate insurance or have made other adequate provision to cover those matters for which the Commissioner has excluded its own responsibility to the Visitor.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_

1. name of visitor;
2. address of visitor;
3. address of Commissioner property where the visit or activity will take place
4. date of visit or activity;
5. purpose of visit or activity;
6. fee to be charged (if any)

## Appendix 2 - Indemnity form B – Commercial organisations and public bodies, non commercial organisations which are companies or partnerships or have trustees or a management committee

**IMPORTANT:** EACH VISITOR IS ADVISED TO READ THIS DOCUMENT FULLY BEFORE SIGNING IT.

This indemnity is a legal promise by you to protect the Commissioner against legal responsibility for certain kinds of expense, costs, hurt, damage, or loss that may result from your visit.

In consideration of the London Fire Commissioner ("the Commissioner") granting permission to:

1 \_\_\_\_\_

("The Licensee") of 2 \_\_\_\_\_

to enter its property at 3 \_\_\_\_\_

on 4 \_\_\_\_\_ for the purposes of 5 \_\_\_\_\_

on payment of a fee of 6 £ \_\_\_\_\_ 7 \_\_\_\_\_

is a duly authorised agent and agrees as follows:

1. The Licensee will be liable for and will indemnify and keep indemnified the Commissioner, its employees, agents and sub-contractors on demand from and against all liability for death or personal injury, loss of or damage to property (including property belonging to the Commissioner for which it is responsible), and actions, losses or damage, claims, demands, costs, proceedings charges and expenses (including legal expenses on an indemnity basis) which may arise out of, or in consequence of, the performance or non-performance of any activity on the property of the Commissioner organised or carried out by the Licensee, its employees or agents or using the Commissioner's equipment except to the extent that such losses are caused by the negligence of the Commissioner or its employees.
2. where the expense, cost, liability, loss or claim is recoverable by the Licensee from the Commissioner as a result of negligence, breach of contract, misrepresentation or otherwise on the part of the Commissioner then any liability of the Commissioner:
  - (a) shall be limited (where lawful) to refunding the fee paid by the Licensee to the Commissioner (if any);
  - (b) any liability of the Commissioner for any further expense, cost, liability, loss or claim of any kind, whether direct or indirect, including (amongst others) loss or damage to property, loss of profits, wasted expenses or other consequential losses (where lawful) is excluded.
3. the Licensee agrees to satisfy themselves that the Licensee has in force adequate insurance or has made other adequate provision to cover those matters for which the Commissioner has excluded its own responsibility to the Licensee.
4. the Licensee will put in place and maintain in force with established and reputable insurers carrying on business within the United Kingdom adequate insurance in respect of all its obligations under this indemnity and will if requested to do so produce satisfactory evidence to

the Commissioner that such insurance in force together with such details of the extent of such cover as the Commissioner may require.

Signed: \_\_\_\_\_

(Duly authorised to sign for and on behalf of 8)

Print name: \_\_\_\_\_

Office held: \_\_\_\_\_

Date: \_\_\_\_\_

- 
1. name of other party;
  2. address of other party;
  3. address of Commissioner property where the visit or activity will take place;
  4. date on which visit or activity will take place;
  5. purpose of visit or activity;
  6. fee to be charged;
  7. name of person authorised on behalf of licensee to enter indemnity
  8. name of licensee

## Appendix 3 - Indemnity form C – use of third party's premises by the Commissioner – standard letter

Date:

Name of owner of the premises

In consideration of 2 \_\_\_\_\_ ("the Owner")  
 permitting the London Fire Commissioner ("the Commissioner") to use the premises at 3 \_\_\_\_\_  
 \_\_\_\_\_ for the purposes of a training exercise on 4 \_\_\_\_\_  
 \_\_\_\_\_ 20\_\_\_\_, the Commissioner agrees to indemnify the Owner against any expense, liability, loss,  
 claim or

proceedings in respect of:

- (a) Injury to or the death of any person; and
- (b) Injury or damage to any property, real or personal

Insofar as such injury, death or damage arises out of the above activity undertaken on the Owner's premises and to the extent that the same is due to any negligence or breach of statutory duty, omission or default of the Commissioner, its employees or agents.

Yours faithfully

*[Insert title of Assistant Commissioner or Head of Department/Directorate]*

Duly authorised to sign on behalf of the Commissioner

*To be prepared as a letter on the appropriate headed notepaper and signed by the Assistant Commissioner or Head of Department/Directorate, or by another officer authorised by the Assistant Commissioner or Head of Department/Directorate who must sign by writing the name of the Assistant Commissioner or Head of Department/Directorate and then adding their initials "pp".*

*Only officers of the Role of Sub Officer, FRS C or above are authorised to sign this indemnity.*

1. address;
2. name of owner of premises;
3. address of premises;
4. date of training exercise

## Appendix 4 - Indemnity form D – where the Commissioner is standing by at another person's or body's premises

**IMPORTANT:** EACH CUSTOMER IS ADVISED TO READ THIS DOCUMENT FULLY BEFORE SIGNING IT.

This indemnity is a legal promise by you/your organisation to protect the Commissioner against legal responsibility for certain kinds of expense, costs, hurt, damage, or loss that may result from the Commissioner's attendance at your premises.

In consideration of the London Fire Commissioner ("the Commissioner") agreeing with

1 \_\_\_\_\_

("the Customer") to attend 2 \_\_\_\_\_

("the Premises") for the purpose of 3 \_\_\_\_\_

on 4 \_\_\_\_\_ on payment of a fee of 5 \_\_\_\_\_, the Customer acting by 6 \_\_\_\_\_ it's duly authorised agent agrees as follows:

1. the Customer will be liable for and will indemnify and keep indemnified the Commissioner, its employees, agents and sub-contractors on demand from and against all liability for death or personal injury, loss of or damage to property (including property belonging to the Commissioner for which it is responsible), and actions, losses or damage, claims, demands, costs, proceedings charges and expenses (including legal expenses on an indemnity basis) which may arise out of, or in consequence of, the performance or non-performance of any activity on the Premises by the Commissioner (including any activity using the Commissioner's equipment) organised or carried out by the Customer, its employees or agents except to the extent that such losses are caused by the negligence of the Commissioner or its employees.
2. where the expense, cost, liability, loss or claim is recoverable by the Licensee from the Commissioner as a result of negligence, breach of contract, misrepresentation or otherwise, any liability of the Commissioner:
  - (a) shall be limited (where lawful) solely to refunding the fee paid by the Customer to the Commissioner (if any);
  - (b) any liability of the Commissioner for any further expense, costs, liability, loss or claim of any kind, whether direct or indirect, including (amongst others) loss or damage to property, loss of profits, wasted expenses or other consequential losses is (where lawful) excluded.
3. the Customer agrees to satisfy themselves that the Customer has in force adequate insurance or has made other adequate provision to cover those matters for which the Commissioner has excluded its own responsibility to the Customer.
4. the Customer will put in place and maintain in force with established and reputable insurers carrying on business within the United Kingdom adequate insurance in respect of all its obligations under this indemnity and will if requested to do so produce satisfactory evidence to the Commissioner that such insurance in force together with such details of the extent of such cover as the Commissioner may require.

Signed: \_\_\_\_\_  
(Duly authorised to sign for and on behalf of 7)

Office held: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_

1. name and address of other party;
2. address;
3. purpose;
4. date;
5. fee to be charged;
6. name of person signing form on behalf of Licensee;
7. name of Customer;

# Document History

## Assessments

An equality, sustainability or health, safety and welfare impact assessment and/or a risk assessment was last completed on:

|     |            |      |                |       |            |    |     |
|-----|------------|------|----------------|-------|------------|----|-----|
| EIA | 25/11/2024 | SDIA | L - 09/10/2024 | HSWIA | 10/10/2024 | RA | N/A |
|-----|------------|------|----------------|-------|------------|----|-----|

## Audit trail

Listed below is a brief audit trail, detailing amendments made to this policy/procedure.

| Page/para nos.        | Brief description of change  | Date       |
|-----------------------|--|------------|
| Minor amendment       | Reviewed as current, minor amendments including change of contact number of Snr Finance Officer Treasury Services. | 30/09/2021 |
| Page 13               | HSWIA date added.  | 05/10/2021 |
| Throughout<br>Page 13 | Reviewed as current. Change of title to finance and procurement officers.<br>Impact assessments updated.           | 25/11/2024 |
| Throughout            | Language clarified for individuals and groups of individuals affected.   | 24/06/2026 |

## Subject list

You can find this policy under the following subjects.

|           |           |
|-----------|-----------|
| Accidents | Indemnity |
| Legal     |           |
|           |           |

## Freedom of Information Act exemptions

This policy/procedure has been securely marked due to:

| Considered by:<br>(responsible work team) | FOIA exemption | Security marking classification |
|---|----------------|---------------------------------|
|   |                |                                 |
|   |                |                                 |
|   |                |                                 |