



RAND WATER

HEAD OFFICE
522 Impala Road Glenvista 2058
P O Box 1127 Johannesburg 2000 South Africa
Tel (011) 682 0911 Fax (011) 682 0444/0555

GENERAL INDEMNITY

PREAMBLE:

In consideration for the Wayleave that Rand Water has granted in your favour, Rand Water hereby brings to your attention the attached standard conditions which are to be adhered to and no deviation whatsoever will be accepted and or allowed.

Any failure to comply and to adhere to the attached conditions will result in Rand Water imposing penalties which it deem fits in the situation against yourself and there will be a possibility of the works to be discontinued.

Rand Water a body corporate established in terms of Section 84 of the Water Services Act, 108 of 1997, herein represented by -----
his/her capacity as-----

Hereinafter referred to as "RAND WATER"

1. INDEMNITY

The Applicant:

1.1 hereby accepts the terms and conditions of the approved Wayleave and all the standard conditions which are applicable to the aforementioned Wayleave.

- 1.2 indemnifies Rand Water against any claims(s), cost or damages or loss of whatsoever nature that may be incurred or sustained by Rand Water, the applicant or any third party and also against all sections, legal proceedings and claims of whatsoever nature that may be instituted or made against Rand Water arising out of, by reason of, or in any way whatsoever caused by or connected with the exercising by the applicant of the rights granted by the issuing of the wayleave as well as in respect of cost which may be incurred by Rand Water, in examining or resisting any damages, actions, legal proceeding and claims, instituted by any person or party for injury to person(s) loss of life or damages to loss of property, arising directly or indirectly from exercising the permission granted with approval of this application.
- 1.3 undertake to ensure that the contractor(s) who undertakes the work on behalf of the applicant will notify Bulk Water **five days before** the construction is commenced for the operation personnel to indicate the services on site.

2 PERIOD OF INDEMNITY

This indemnity shall commence on date of signature and shall cease/ terminate on the date to be agreed on by both parties once the temporary works has been declared completed and approved in writing by Rand Water. Notwithstanding this, the indemnity shall continue to operate for a maximum of 36 months in respect of any losses, claims, actions, suits and proceedings that may manifest after the said dates, and where it is alleged that such losses, claims, actions, suits and proceedings has arisen as a result of Applicant .

Name and Surname (**Applicant**):.....
ID No:.....
Signature:.....
Date:.....

WITNESSES

1. Signature
2. Signature