DEED OF INDEMNITY

This deed is dated [DATE]

**Parties**

**(1)** [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] as guarantor and indemnifier **(Client)**

**(2)** Sealane Freight Limited incorporated and registered in England and Wales with company number 01749100 whose registered office is at Star Cargo House 1 Parkway, Porters Wood, St Albans, Hertfordshire, AL3 6PA **(Supplier)**

**Background**

The Client enters into this Deed of Indemnity having asked the Supplier or any company within the Supplier’s group to undertake from time to time the arrangements and/or preparation of documentation for the export of goods from the United Kingdom and from time to time giving HM Revenue & Customs a Comprehensive Guarantee that such goods shall be produced intact within such time limit as shall from time to time be prescribed at the place of destination named in the said documentation (**Comprehensive Guarantee**), or in default thereof to pay HM Revenue & Customs or any such other authority which may claim under the Comprehensive Guarantee, any consequent duties, taxes, import levies, deposits or other payments as may be deemed necessary.

**The Client covenants as follows:**

1. To indemnify the Supplier and any company within its group and keep them indemnified against all demands, claims, liabilities, losses, costs and expenses whatsoever (including all legal and other costs, charges and expenses they may incur in connection with the Comprehensive Guarantee, or enforcing or attempting to force, their rights under this Deed of Indemnity) arising in relation to or out of the Comprehensive Guarantee or as a result of them having issued it.
2. To pay and reimburse such sums as mentioned above to the Supplier or any company within its group on demand. All sums payable by the Client under this Deed of Indemnity shall be paid in full to the Supplier in the currency in which the guaranteed obligations under the Comprehensive Guarantee are payable.
3. To irrevocably authorise the Supplier to make any payments or to comply with any demands that appear or purport to be claimed or made under the Comprehensive Guarantee by HM Revenue & Customs or other prescribed authority, and the Client agrees that any such claim or demand shall be binding on them and shall, as between the Parties, be accepted by them as conclusive evidence that the Supplier is liable to pay or comply with it and without prejudice to the generality of the foregoing whether or not:-
4. The Client disputes the amount paid by the Supplier or claimed from the Supplier by HM Revenue & Customs or other prescribed authority; or
5. The Client has a legal right to recover such payment or claim from a third party; or
6. The Client has a right of deduction, set off or counter-claim in respect of any cause of action whatsoever against the Supplier.
7. Any notice, demand or communication given to the Client under this Deed of Indemnity shall be in writing and shall be deemed to be duly served if left at or sent by registered first class post to the following address: **Star Cargo House, 1 Parkway, Porters Wood, St Albans, Hertfordshire, AL3 6PA.**
8. We agree that any notice, demand or communication shall be deemed to be given:
	* 1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
		2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting ; and
		3. if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.
9. Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Deed of Indemnity without the prior written consent of the other party.
10. If this Deed of Indemnity is signed by or on behalf of more that one person and any one or more of those persons is not bound by the provisions of this indemnity (whether by reason of his or their lack of capacity, or improper execution of this indemnity or for any other reason whatever), the remaining signatory or signatories shall continue to be bound by the provisions of this indemnity as if they had always been the only party or parties hereto.
11. Your rights under this Deed of Indemnity shall be in addition to and shall not in any way prejudice or be affected by any one or more indemnities, guarantees, securities, or other obligations you may now or subsequently hold whether from us or from any other party.
12. This Deed of Indemnity shall remain in full force as a continuing indemnity notwithstanding any settlement of our account with you. No variation of this Deed of Indemnity shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
13. This Deed of Indemnity shall be governed and construed in accordance with English law and the courts of England shall have exclusive jurisdiction. If any provision or part-provision of this Deed of Indemnity is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Deed of Indemnity.

In witness whereof the parties hereto have executed this Deed of Indemnity on the day and year above written:

………………………………………………..

**(Supplier Signature)**

**Print Name:**

**On behalf of Sealane Freight Limited**

in the presence of

Witness Signature ………………………………………………..

Witness Name ………………………………………………..

Witness Address ………………………………………………..

………………………………………………..

**(Client Signature)**

**Print Name:**

**On behalf of [FULL COMPANY NAME]**

in the presence of

Witness Signature ………………………………………………..

Witness Name ………………………………………………..

Witness Address ………………………………………………..