INDEMNITY FORM

(In terms of the Mossel Bay Municipality Water Services By-law –Chapter 5, Part 5, Section 69. Conservancy Tanks, nr. 5)

This Indemnity Form is made and entered into on this ___ day of _____***, 2026***, by:

THE INDEMNIFIER (PROPERTY OWNER / CUSTOMER):

Full Name / Entity: _____
ID Number: _____
Physical Address of Premises: _____

Postal Address (if different): _____
Contact Number: _____
Email Address: _____

IN FAVOUR OF:

Mossel Bay Municipality
Represented by its authorized officials, employees, or agents
Address: 101 Marsh Street, Mossel Bay, 6500
Contact Number: 044 6065000

WHEREAS:

1. The Indemnifier is the owner or lawful occupant of the premises located at the above address, where a conservancy tank is installed.
2. The Mossel Bay Municipality provides removal services for sewage or effluent from such conservancy tanks.
3. In terms of Clause 5 of the Water Services By-law, the Municipality may require the owner or customer to indemnify the Municipality against any liability for damages that may arise during the provision of such removal services

NOW THEREFORE, THE INDEMNIFIER AGREES AS FOLLOWS:

1. **Indemnity:**
   The Indemnifier hereby indemnifies and holds harmless **Mossel Bay Municipality**, its employees, officials, contractors, or any person acting on its behalf, from any and all liability, claims, damages, losses, costs, or expenses of any nature whatsoever arising directly or indirectly from the provision of conservancy tank removal services at the above-mentioned premises.

2. **Scope of Indemnity:**
   This indemnity includes, but is not limited to, damages to property, injury to persons, or environmental harm, unless such damage is caused by a **wrongful and intentional act or negligence** on the part of the Municipality or its authorized representatives.

3. **Access and Condition Acknowledgement:**
   The Indemnifier confirms that access to the conservancy tank is provided in compliance with the design and construction requirements set out in the Water Services By-law and that all fittings and equipment are maintained in proper working condition.

4. **Binding Effect:**
   This indemnity shall be binding upon the Indemnifier, their successors, heirs, assigns, or legal representatives.

5. **Governing Law:**
   This indemnity is governed by and interpreted in accordance with the laws of the Republic of South Africa and the applicable municipal by-laws of Mossel Bay Municipality.

IN WITNESS WHEREOF, the Indemnifier has signed this Indemnity Form on the date and at the place first written above.

Signature of Indemnifier: _____
Name: _____
Date: _____

Witnesses:

Name: _____
Signature: _____
Date: _____