

DEED OF INDEMNITY

THIS DEED is made on the _____ day of _____ 200

BY THE PARTY NAMED AND DESCRIBED IN ITEM 1 OF SCHEDULE 1

THIS DEED WITNESSES:

1. DEFINITIONS AND INTERPRETATION

1.1 In this deed, unless the context otherwise requires:

“**Board**” means the Advertising Claims Board being a division of Bureau;

“**Bureau**” means Advertising Standards Bureau A.C.N. 084 452 666;

“**Complaint**” means the written complaint lodged by the Complainant with the Board;

“**Complainant**” means the party named and described in Item 1 of Schedule 1;

“**Panel Members**” means any persons nominated by Bureau to one or more panels of the Board to hear and determine the Complaint and, if any of those panel members are partners in a partnership, any of that panel member’s partners; and

“**Self-Regulation Companies**” means Australian Association of National Advertisers A.C.N. 003 179 673 and any bodies established by it in relation to its system of self-regulation of advertisers including Bureau and Australian Advertising Standards Council A.C.N. 078 110 871.

2. INDEMNITY

2.1 In consideration of Bureau reviewing and assessing the Complaint and appointing the Panel Members to resolve the Complaint and the Panel Members acting in their capacity pursuant to the rules of Bureau in resolving and determining the Complaint, the Complainant shall indemnify and keep indemnified:

- (a) each of the Self-Regulation Companies jointly and severally and their officers and employees against all claims, losses (including consequential losses), damages, costs (including legal costs), liabilities or expenses or otherwise that any of them may incur as a result of reviewing and assessing the Complaint and appointing the Panel Members to hear and determine the Complaint and the publication of the decision and any other act manner or thing relating to the review, assessment and determination of the Complaint; and
- (b) the Panel Members and each of them against all claims, losses (including consequential losses), damages, costs (including legal costs), liabilities or expenses or otherwise that the Panel Members may incur as a result of the Panel Members acting in their capacity as members of the panel to determine the Complaint, the publication of the decision, or any other act manner or thing related to the duties to be performed by the Panel Members in their appointment as a Panel Member; and
- (c) Dibbs Abbott Stillman against all claims, losses (including consequential losses), damages, costs (including legal costs), liabilities or expenses or otherwise that they may incur as a result of managing the process for the Complaint to be determined.

2.2 The indemnity in clause 2.1 does not apply to the extent that any such loss, damage, cost, charge expense or other liability was caused by the fraud or negligence of any of the Self-Regulation Companies, their officers or employees, the Panel Members, any partner of Dibbs Abbott Stillman or any of them.

3. **RELEASE**

3.1 The Complainant releases the Self-Regulation Companies jointly and severally and their officers and employees, the Panel Members and any partner of Dibbs Abbott Stillman and each of them from all manner of actions, suits, causes of action, arbitration, debts, dues, costs, claims, demands, interest, verdicts and judgments whatsoever both at law and in equity or arising under the provisions of statute which the Complainant could would or might at any time in the future have against Bureau, its directors, officers, servants or agents, the Panel Members, any partner of Dibbs Abbott Stillman or any of them in respect of any of their act or omissions in relation to the Complaint.

4. **GENERAL**

4.1 This deed is governed by the law in force in New South Wales and the Complainant submits to the non-exclusive jurisdiction of the Courts of that State.

EXECUTED as a **DEED**

SCHEDULE 1

Item 1:

Name of Complainant:

A.C.N. (if applicable):

Address of Complainant:

Facsimile No.:

Attention:

IF COMPLAINANT IS A COMPANY USING A COMMON SEAL:

THE COMMON SEAL of **THE PARTY**)
NAMED AND DESCRIBED IN ITEM 1)
OF SCHEDULE 1 was affixed by authority)
of the Board of Directors in the presence of:)

.....)
Director / Secretary)

.....)
Name (printed))

.....)
Director)

.....)
Name (printed))

IF COMPLAINANT IS A COMPANY NOT USING A COMMON SEAL:

SIGNED SEALED AND DELIVERED for)
and on behalf of **THE PARTY NAMED**)
AND DESCRIBED IN ITEM 1 OF)
SCHEDULE 1 by authority of the Board of)
Directors in the presence of:)

.....)
Director/Secretary)

.....)
Name (printed))

.....)
Director)

.....)
Name (printed))