

## Attachment 3

### Indemnity

5. ~~The community user must be covered by a broadform contractual third party liability policy that indemnifies the State against all actions, suits, claims, demands, proceedings, losses, damages, compensation, costs (including solicitor and client costs), in respect of:~~
- ~~— any personal injury occurring on the premises or on school grounds used to enter or leave the premises, or~~
  - ~~— damage to the equipment or any other property of the State or any other person or corporate body, arising directly or indirectly from the use of the premises or equipment by the community user.~~

### Insurance

- 6 i ~~The school has taken out the Community Use Insurance cover arranged by the Department of School Education.~~
- or
- ii The community user has taken out and shall maintain ~~broadform contractual third party liability public liability (or legal liability)~~ insurance coverage of at least \$2 million ~~with the State of New South Wales as an additional name insured and subject to a cross liability clause~~ with a company approved by the State. Complete all details below.)

Name of Insurer:

Policy Number:

Date of Expiry:

**(Strike out i or ii, whichever is not applicable.)**

The community users has taken out and shall maintain workers' compensation insurance coverage with a licensed insurer under the Workers' Compensation Act, 1987 in respect of any employees of the community user who are employed in connection with the use of the premises and equipment.