



**INDEMNITY RE  
ROADS, SERVICES**

Queries have arisen recently in relation to the question of whether a separate indemnity in relation to roadways, services, etc. in a new building estate is required, having regard to the provisions of Clause 10(b) of the Law Society / CIF Building Agreement (2001 edition).

The view of the committee is that such an indemnity should be sought and furnished, for the following principal reasons:

All of the relevant issues are contained in one document, the benefit of which may be assigned conveniently.

The document is under seal, while building agreements generally are not.

The normal form of indemnity imposes further obligations on the builder, in that the builder must indemnify the purchaser in relation to any loss arising as a result of his failure to lay or maintain such roads, services, etc.