

FORM OF INDEMNITY
BETWEEN
THE MINISTRY OF DEFENCE
AND
THE MARINE SOCIETY AND SEA CADETS
IN RESPECT OF AUTHORISED ACTIVITIES
OF THE SEA CADET CORPS AND THE MSSC

MOD hereby undertakes to fully and effectively indemnify¹ the MSSC, the Units, Cadets, Adult Volunteers, members of the Unit Management Teams (UMTs), members of Uniformed Volunteer Staff, Civilian Instructors and employees of the MSSC or MOD, including staff used by the MSSC as Offshore Relief crew, against all liabilities, claims, actions, proceedings, demands, costs, charges or expenses which may be incurred in respect of sickness or personal injury (including injury resulting in death) or loss of or damage to property by reason of or arising out of any negligent act or omission by, or on the part of, a Cadet, Adult Volunteer, member of a UMC, member of Uniformed Volunteer Staff, Civilian Instructor, employee of the MSSC or MOD whilst in the course of Authorised Activities² or of travel to or from Authorised Activities.

MOD will accept liability for loss or damage to or by publicly owned property and equipment and that procured using public funds.

For the avoidance of doubt it is confirmed that health care professionals (including but not limited to doctors, nurses, surgeons and paramedics) engaged in Authorised Activities or travel to or from Authorised Activities are authorised to use their professional skills and any medical equipment they see fit in the event of an emergency and will be covered by this Indemnity, provided they act in accordance with the regulations of their professional governing body. The MOD hereby undertakes not to take any action in relation to such persons that would or might have a detrimental bearing on their professional standing.

Terms defined in the Memorandum of Understanding between the MSSC and the MOD shall bear the same meaning in this Form of Indemnity

Signed on behalf of MOD

Adrian Nash
Senior Claims Officer (Policy)

Dated 25 Nov 2011

¹ Subject to the provisions laid down at Section 6 to Schedule 2 of the MOU

² 'Authorised Activity' is defined in the MOU as "any Cadet training activity conducted by [a relevant] organisation [and which is] recorded and authorised by MOD as part of the syllabus or ethos of the cadet forces (either by inclusion in Schedule 4 of this MOU or otherwise)" [para 4.3(b)(i)]. For the avoidance of doubt MSSC employees can only have the benefit of the indemnity when directly engaged by reason of the responsibilities of their position in authorised Sea Cadet activities or of travel to or from Authorised Activities falling within the defined term 'Authorised Activity'. Example 1: An MSSC employee supervising Sea Cadet boating activities at a Sea Cadet national training centre and causing an injury to a Cadet or Third Party would have the benefit of the indemnity. Example 2: An MSSC employee boating at a Sea Cadet national training centre, but not directly engaged by reason of the responsibilities of their position in an authorised Sea Cadet training activity causing injury to a Cadet or Third Party, would not have the benefit of the indemnity.