

Tips On Managing School Risks

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CONTRACTUAL ARRANGEMENTS

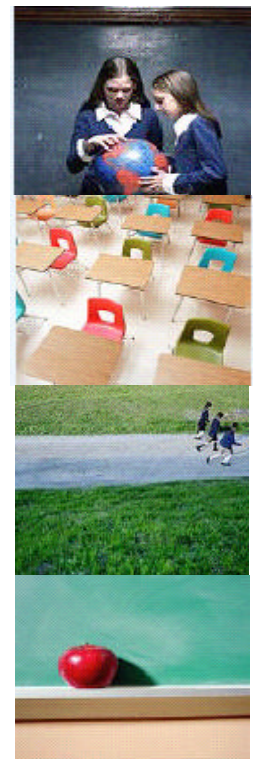
ISSUE

It is not uncommon for businesses to attempt to protect themselves through the use of indemnity clauses in contractual agreements.

TIPS TO TAKE ACTION

As a minimum the following should be considered:

1. You should have a written policy on the extent of risk you are willing to take on including designated staff with the authority to sign contracts.
2. All contracts should be thoroughly read to determine if an indemnity clause, contractual transfer, or hold harmless clause exists in any form.
3. An evaluation should be done to determine the nature of the clause i.e. does it mean that you take all responsibility or responsibility for your own negligence or some variation of risk transfer?
4. If contracts containing an indemnity clause must be signed, provisions may be able to be inserted to limit the indemnity to claims arising out of your own negligence only.
5. Check with your legal representatives before you sign any contracts that include an indemnity, waiver or release.
6. Keep copies of all contracts in a contracts log.



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