

DRAFT

BOND

By

*(Name of Bond Company)*

in favour of

ANGUS COUNCIL

20

*(Year)*

Security for road(s) to be  
constructed/completed by

*(Name of RCC Applicant)*

at

*(Name of Project as in the RCC Inc CC No.)*

HEAD OF LAW AND ADMINISTRATION  
Angus Council  
Angus House  
Orchardbank Business Park  
FORFAR

*Rev 5 – 6 August 2008*

WHEREAS ANGUS COUNCIL, constituted under the Local Government Etc (Scotland) Act 1994 and having their principal offices at Angus House, Orchardbank Business Park, Forfar (hereinafter referred to as 'the Council') have, in their capacity as Local Roads Authority and in terms of Section 21 of the Roads (Scotland) Act 1984 granted to

.....  
*(Applicant)*

(hereinafter referred to as 'The Developer') a construction consent dated

..... Two thousand and .....

*(Date in Words)*

*(Year)*

in relation to a road or roads to be constructed or completed in connection with the Developer's proposals to carry out building works at

.....  
*(Name of Project as in the RCC Inc CC No.)*

(which said construction consent, including the conditions specified therein, is hereafter referred to as 'the construction consent'); AND WHEREAS the Developer is required in terms of The Security for Private Road Works (Scotland) Regulations 1985 to provide security for the construction or completion of the said road or roads (declaring that any references in these presents to a numbered Regulation shall be construed as a reference to the Regulation bearing that number in the said Regulations); AND WHEREAS the Council have calculated that the sum of

..... (£ .....

*(Enter Bond Figure in Words & Figures)*

would be an amount sufficient to meet the cost of constructing or completing the said road or roads and all other works relating thereto in accordance with the construction consent: THEREFORE WE

.....  
*(Bond Provider Name & Address)*

(hereinafter referred to as 'the Sureties') Hereby BIND and OBLIGE ourselves to the Council in the said sum of

..... (£ .....

*(Enter Bond Figure in Words & Figures)*

for payment by us to the Council of the whole costs (not exceeding the said sum) incurred by the Council in constructing or completing the said road or roads in accordance with the construction consent or in rectifying any defects relating thereto in the event and to the extent that the Council shall be required to carry out such works in terms of Regulation 13: But excepting such event, the Bond and the Sureties' obligations hereunder shall otherwise cease to have effect at such time and to such extent as the Council are agreeable or bound to release or discharge the same in whole or in part in accordance with the provisions of Regulation 15: IN WITNESS WHEREOF these presents comprising this and the preceding page are executed on behalf of the Sureties by the Authorised Signatory undernoted at the place and on the date and before the witness undernoted.

.....  
*(Authorised Signatory)*

.....  
*(Witness Signature)*

.....  
*(Print Full Name of Authorised Signatory)*

.....  
*(Print Full Name of Witness)*

.....  
*(Place of signing)*

.....  
*(Print Address of Witness)*

.....  
*(Date of signing)*

.....  
.....