

Bond No. 25109727 CBO

Form of Bond

The Guarantee Bond is made as a deed between the following parties whose names and addresses are set out in the Schedule to this Bond (the 'Schedule'):-

- (1) The 'Contractor' as principal
- (2) The 'Guarantor' as guarantor, and
- (3) The 'Employer'

Whereas

- (1) By a contract (the 'Contract') entered into or to be entered into between the Employer and the Contractor particulars of which are set out in the Schedule the Contractor has agreed with the Employer to execute works (the 'Works') upon and subject to the terms and conditions therein set out.
- (2) The Guarantor has agreed with the Employer at the request of the Contractor to guarantee the performance of the obligations of the Contractor under the Contract upon the terms and conditions of this Guarantee Bond subject to the limitation set out in clause 2.

Now this deed witnesses as follows:-

1. The Guarantor guarantees to the Employer that in the event of a breach of the Contract by the Contractor the Guarantor shall subject to the provisions of this Guarantee Bond satisfy and discharge any damages sustained by the Employer (the 'Damages') which relate to the obligation to carry out the works.
2. The maximum aggregate liability of the Guarantor and the Contractor under this Guarantee Bond shall not exceed the sum set out in the Schedule (the 'Bond Amount') but subject to such limitation and to clause 4 the liability of the Guarantor to pay the Bond Amount shall be co-extensive with the liability of the Contractor to pay the Damages under the Contract.
3. The Guarantor shall not be discharged or released by any alteration of any of the terms conditions and provisions of the Contract or in the extent or nature of the Works and no allowance of time by the Employer under or in respect of the Contract or the Works shall in any way release reduce or affect the liability of the Guarantor under this Guarantee Bond.
4. Whether or not this Guarantee Bond shall be returned to the Guarantor the obligations of the Guarantor under this Guarantee Bond shall be released and discharged absolutely upon Expiry (as defined in the Schedule) save in respect of any breach of the Contract which has occurred and in respect of which a claim in writing containing particulars of such breach and stating that the amount being demanded has been established and ascertained pursuant to and in accordance with the provisions of or by reference to the Contract and takes into account all sums due or to become due to the Contractor has been made upon and received by the Guarantor before Expiry.
5. The Contractor having requested the execution of this Guarantee Bond by the Guarantor

undertakes to the Guarantor (without limitation of any other rights and remedies of the Employer or the Guarantor against the Contractor) to perform and discharge the obligations on its part set out in the Contract.

6. The Guarantee Bond and the benefit thereof shall not be transferred or assigned without the prior written consent of the Guarantor and the Contractor.
7. The parties to this Guarantee Bond do not intend that any of its terms will be enforceable, by virtue of The Contracts (Rights of Third Parties) Act 1999 or otherwise, by any person not a party to it.
8. This Guarantee Bond shall be governed by and construed in accordance with the laws of England and Wales and only the courts of England and Wales shall have jurisdiction hereunder.

The Schedule

The Contractor:	JACOBS FOREMAN DEVELOPMENTS LIMITED (Company No. 04622599) whose registered office address is at Unit 1, Station Industrial Park, Duncan Road, Park Gate, Southampton, Hampshire SO31 1BX
The Guarantor:	AVIVA INSURANCE LIMITED (Registration No. SC002116) whose registered office address is at Pitheavlis, Perth PH2 0NH
The Employer:	THE COUNCIL OF THE BOROUGH OF HAVANT whose registered office address is at Public Service Plaza, Civic Centre Road, Havant, Hampshire, PO9 2AX
The Contract:	Section 106 Agreement dated the 30th July 2013 between, Orchard Homes & Developments Ltd, Brockhampton Property Investments Ltd, Portsmouth Water Ltd, The Council of the Borough of Havant and Hampshire County Council relating to land south of Ranelagh Road, Havant in Hampshire.
The Works	the construction of a Sustainable Urban Drainage in accordance with paragraphs 9.1 to 9.6.9 of Schedule 2 to the Contract
The Bond Amount:	The sum of £24,440.00 (TWENTY FOUR THOUSAND FOUR HUNDRED AND FORTY POUNDS STERLING)
The Expiry Date:	This Bond will expire for receipt of demands upon the Issue of a certificate of Practical Completion by the Council upon presentation to the Guarantor, by the Contractor of a certified true and correct copy of the Practical Completion Certificate purporting to have been signed under the Contract which shall be conclusive for the purposes of this Guarantee Bond

In witness whereof the Contractor and the Guarantor have executed and delivered this Guarantee Bond as a Deed this *24TH* day of *MARCH 2015*.

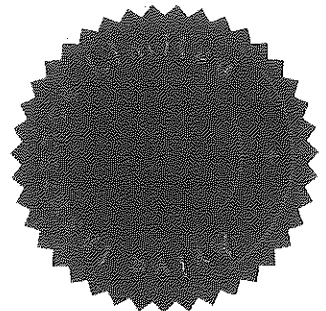
EXECUTED as a DEED by
JACOBS FOREMAN DEVELOPMENTS LIMITED
in the presence of

Director

Director/Secretary

EXECUTED as a deed (but not delivered
until the date inserted above) by affixing
the common seal of AVIVA INSURANCE LIMITED
in the presence of:

Authorised Signatory:



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