

25 May 2017

Louise Weaver
Community Infrastructure Officer
Planning Services
Havant Borough Council
Public Services Plaza
Civic Centre Road
Havant
PO9 2AX



Dear Louise

KH SPV SA Limited
Guarantee Bond

Please find enclosed the Guarantee Bond in respect of the above, duly authorised.

Yours sincerely,



enc

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:	KH SPV 5A Limited Farnagates House, Billingshurst Road, Wisborough Green, RH114 0DZ
The Guarantor:	Close Brothers Limited 10 Crown Place, London, EC2A4FT
The Employer:	THE COUNCIL OF THE BOROUGH OF HAVANT of Public Service Plaza Civic Centre Road Havant Hampshire PO9 2AX
The Contract:	details of the S106 Agreement
The Works	the construction of a Sustainable Urban Drainage in accordance with paragraphs 6.7 of Schedule 1 to the Contract
The Bond Amount:	The sum of (£2,194.72) two thousand one hundred and ninety-four pounds and seventy-two pence sterling only
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 _____ day of _____ 2017

EXECUTED as a DEED by **KH SPV 5A Limited**
in the presence of:-

Director

Director

EXECUTED as a DEED by affixing the
COMMON SEAL of Close Brothers Limited
in the presence of:-

Director

Director/Secretary

Executed by Close Brothers Limited as a Deed pursuant to a Power of Attorney dated 21st December 2016 (filed at Land Registry Head Office under reference CAS/Close Brothers Limited/2017 pursuant to a facility letter dated 5th January 2017)

Authorised Signatory
GARY FLETCHER

Named _____

Witnessed by
Kirstie Ratchford
Name of Witness

Mar

Witnessed by Kirstie Ratchford
Name of Witness

10 Crown Place, London EC2A 4FT 10 Crown Place, London EC2A 4FT

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- (1) The 'Contractor' as principal
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8

The Schedule

The Contractor:

The Guarantor:

The Employer:

The Contract:

The Works

The Bond Amount:

The Expiry Date:

In witness
Deed this

EXECUTED as a DEED by **KH SPV 5A Limited**
in the presence of:-

Director

EXECUTED as a DEED by affixing the
COMMON SEAL of Close Brothers Limited
in the presence of:-

Director/Secretary

Executed by Close Brothers Limited as a
Power of Attorney dated 21st December 2001
Head Office under reference CAS/Close B
pursuant to a facility letter dated 5th Janu

Name of Officer: _____

Witnessed by Kirstie Ratchford
Name of Witness

Name of Signatory _____

Witnessed by _____
Kirstie Ratchford
 Name of Witness _____