

KNOW ALL MEN BY THESE PRESENTS that we _____
having its registered office at _____ (hereinafter called
“the developer”) and _____ of _____ in
the County _____ (hereinafter referred to as “the Surety”) are here by
jointly and severally held and firmly bound onto **Longford County Council** (hereinafter
called “the council”) in the sum of
€ _____ to
be paid to the council or its successors and assigns jointly and severally firmly by these
presents.

Sealed with our seal this
Day of _____ 200

And whereas the developer has received from the council a Planning Permission
reference PL _____ dated _____ for _____
at _____ Longford subject to a number of conditions
and at condition number _____ thereof it is provided (inter alia) that prior to the
commencement of developments the Developer shall lodge with the Council a cash
deposit, a Bond of an Insurance Company or other security to the value of _____
in respect of the proposed development in order to secure the provision and satisfactory
completion and maintenance until taken in charge by the Council of roads, footpaths,
water mains, drains, public open spaces areas and other services required in connection
with the development **AND** the developer and the Surety desire to give this Bond in
performance of this condition.

NOW THEREFORE the condition of the foregoing obligation is such that -:

1. If the Developers carries out, complete and maintain the development works to
the satisfaction of the Local Authority in accordance with the terms of the
permission(s) or
2. If on default by the Developers the Surety carries out completes and maintains
development works or
3. If on default by the Developers the Surety satisfies and discharges any expenses
reasonably incurred by the Local Authority up to a maximum of the bond amount
in taking steps under the provisions of the Act to secure the carrying out
completion and maintenance in whole or in part of the development works in
accordance with the permission(s) then this obligation shall be null and void but
otherwise shall remain in full force and effect.

THIS BOND is executed by the Surety upon the following express conditions which shall be the conditions precedent to the right of the Local Authority to recover hereunder.

- A. The Surety shall be notified in writing by registered or hand delivered to his registered office of any non-performance or non-observance on the part of the developers of any of the stipulations or provisions contained in the said Permission(s) as soon as possible but in any event before the expiry date of this Bond unless the Surety has previously confirmed an extension of this period in writing.
All liability of the Surety hereunder, ceases if such notification is not given to the Surety during this period.
- B. No liability shall attach to the Surety under this bond in consequence of any delay or damage or failure to complete the development works or any part thereof directly or indirectly due to or arising out of War, Invasion, Act of Foreign Enemy, Hostilities (whether War be declared or not) Civil War, Rebellion, Revolution, Insurrection, Riot, Civil Commotion or Military or Usurped Power.
- C. This Bond shall expire and cease to have effect on the _____ or two years after the satisfactory completion of the development (in accordance with the conditions attached to the planning permission for the development), or until the said works have been taken in charge by Longford County Council, whichever is the later. The bond shall be for a minimum of 5 years from the date of the grant of planning permission. The developer shall submit a written application for the taking in charge of the development in accordance with Section 180 of the Planning and Development Act 2000 – 2004 to the Planning Authority- Longford County Council on the satisfactory completion of the development. This application shall be submitted a minimum of 2 years prior to the expiry of the said bond.

IT IS FURTHER PROVIDED that no liability shall attach to the Surety under this Bond in consequence of:-

- i. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss;
- ii. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - a) Ionising radiations or contamination by radio-activity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) The radio-active toxic explosive or other hazardous properties of any nuclear assembly or nuclear components thereof.

THIS BOND provides that all monies which become due and payable by the Surety under the Bond shall be payable and paid in the Republic of Ireland.

the Common Seal of

_____ was affixed hereto in the presence of -:

Witness _____

Address _____

Occupation _____

Present when the Common Seal of

Was affixed hereto:-

Witness: _____

Address: _____

Occupation: _____
