

**Development Bond Number .....**

**KNOW ALL MEN BY THESE PRESENTS** that [Developer] having its address at [Address] (herein referred to as “ the Developer”) and [ the Surety ] having its address at [ Address ] (herein referred to as the “the Surety”) are hereby jointly and severally held and firmly bound unto [ Local Authority] having its registered office address at [ Address ] in the full and just sum of €[ figure ], ( [ text ] Euro) (the “Bond Amount”) to be paid to the Local Authority its successors or assigns for the payment of which said sum well and truly to be made and done the Developer and the Surety bind themselves their successors and assigns jointly and severally by these presents.

**SEALED** with our Seals this [ -- ] day of [ -- ] 20[ ---].

**WHEREAS: -**

- A. Permission was granted upon the [date] by the Local Authority / an Bórd Pleanála for the construction of [full development description in the townland of development address ---- ] under the Local Government (Planning & Development (Amended) Regulations 2000-2018 (Planning Permission Reference Number ----- ), (hereinafter called “the Permission”) and a copy of which is annexed hereto at Annex 1 for identification.
  - B. By Condition number --- of the Permission the Local Authority/ An Bord Pleanala required acceptable security to ensure the provision, construction, completion and maintenance by the Developer of all roads, footpaths, drains, water mains, sewers, pumping stations, treatment plants, public lighting, open spaces and such like ancillary works as are required to be done under the conditions of the Permission and the taking in charge policy in relation to the development to the standard required by the Local Authority.
  - C. **THIS BOND** relates to (*description of the part of the development covered by this Bond, i.e. phase description*) roads, footpaths, drains, water mains, sewers, pumping stations, treatment plants, public lighting, open spaces and such like ancillary works as set forth in the Permission (referenced above) hereinafter called the Guaranteed Works.
  - D. **AND WHEREAS** the Developer and the Surety have agreed to join in this Bond to the Local Authority in the Bond Amount above for the completion and maintenance to the satisfaction of the Local Authority of the Guaranteed Works.
1. **NOW THEREFORE** the conditions of the foregoing obligations are such that if the Developer shall carry out and complete the Guaranteed Works to the satisfaction of the Local Authority or, if on default by the Developer, the Surety shall arrange the completion of the Guaranteed Works to the satisfaction of the Local Authority or,

the Surety shall pay to the Local Authority the cost of completing the Guaranteed Works, up to the sum of [€XXXXXX ( Bond Amount)], to enable the Local Authority to carry out and complete the Guaranteed Works in accordance with the said Planning Permission and taking in charge policy, then these obligations shall be null and void but, subject to the expiry provisions below, otherwise shall remain in full force and effect until a Certificate of Satisfactory Completion (format as per Annex 2) has been accepted by the Local Authority.

2. The Surety shall notify the Local Authority and the Developer in writing of the Expiry Date of the bond no later than six months before the Expiry Date. **In default of such notice, subject to the expiry provisions below, the bond shall remain in full force until the six-month notice is given and shall expire at the end of that six-month period.**

## **1. Completion of Guaranteed Works within the duration of the bond**

- 1.1. When the Guaranteed works are completed the Developer shall submit a 'Certificate of Satisfactory Completion', as per Annex 2, no later than 3 months before the expiry of the Bond, to the Local Authority, with such application to include a Certificate of Compliance with the Planning Permission, complete set of as constructed drawings, certification of standards from a Registered Construction professional ( with proof of valid Professional Indemnity ) of roads/footpaths, public lighting, water-mains and foul sewers, to include CCTV survey and wayleave agreements if appropriate.
- 1.2. The Local Authority may opt to undertake an assessment of the Guaranteed Works to satisfy itself that the Guaranteed Works have been completed to the required standard. The Local Authority will notify the Developer within 12 weeks of receiving the Certificate of Satisfactory Completion if the Local Authority is not satisfied and will detail any Guaranteed Works and/or documentation that require to be remedied.
- 1.3. If no notification of deficiencies is made by the Local Authority to the Developer within 12 weeks of receiving the Certificate of Satisfactory Completion, the Certificate is deemed to be accepted and the Bond becomes null and void.
- 1.4. If the Developer is requested by the Local Authority within the 12-week period to complete works and/or additional information/documentation, the developer shall complete the works and/or submit the required documentation within a period of 8 weeks from receiving the notification from the Local Authority.
- 1.5. Once the works have been completed and any revised certification, documentation and information is received by the local authority within this 8-week period the local authority may undertake a further assessment of the works to satisfy itself that the works have been completed to the required standard. This assessment shall be completed by the local authority within 4 weeks of receipt of same and the local

authority shall issue to the developer and the surety either a claim on the bond to the cost of any outstanding works or confirmation that the development has been completed to the required standard.

- 1.6. In the event that the Developer does not complete the Guaranteed Works to the satisfaction of the Local Authority within the 8 week period, the Surety shall arrange the completion of the Guaranteed Works to the satisfaction of the Local Authority or the Surety shall pay to the Local Authority the cost of completing the Guaranteed Works, up to the sum of [€XXXXX (Bond Amount)], to enable the Local Authority to carry out and complete the Guaranteed Works.
- 1.7. Subject to the above this bond shall remain in full force up to [insert date ](three years and six months or the period of construction + 6 months ) or until the Local Authority accepts the Guaranteed Works have been completed satisfactorily and in compliance with the Planning Permission(s) referred to above (hereinafter referred to as the Expiry Date), after which date this Bond shall lapse and the Surety shall be released and discharged absolutely save in respect of any failure by the Developer which has occurred and for which a claim in writing containing particulars of such Guaranteed Works that have not been completed to the standard required by the Local Authority has been made upon the Surety before the Expiry Date. Where a development is being completed in phases the local authority shall consider each phase as a separate development for bonding purposes and the position with adherence to the terms of any earlier bond including the completion of the works and the submission to the Local Authority of a Certificate of Satisfactory Completion for earlier phases shall be taken into account when deciding on bonding arrangements.

## **2. In the event the Certificate of Satisfactory Completion has not been submitted**

- 2.1. If the Developer has not completed the Guaranteed Works and submitted a Certificate of Satisfactory Completion to the Local Authority no later than 3 months prior to the Bond Expiry Date:
  - 2.1.1. The Bond shall be extended by the Surety to a date acceptable to the Local Authority (revised expected completion date of the Guaranteed Works + 3 months to be agreed with the Local Authority); or
  - 2.1.2. The Surety shall complete the Guaranteed Works and submit the Certificate of Satisfactory Completion to the Local Authority, in which case the bond will be extended until the Guaranteed Works are deemed complete; or
  - 2.1.3. The Surety will, subject to the terms of this Bond, pay to the Local Authority the cost of completion of the Guaranteed Works that have not been completed, not exceeding the Bond Amount.
- 2.2. The Developer covenants and agrees for itself, its successors, heirs, executors, administrators and assigns with the Local Authority that it will fully and effectively,

to the satisfaction of the Local Authority, maintain all of the relevant estate roads and services which are intended to be taken in charge by the Local Authority until such time as the Local Authority in their absolute discretion, subject to the provisions of S180 of the Planning & Development (Amended) Regulations 2000-2018, take charge of the said roads and services.

2.3. The Developer, the Developer's successors and assigns, hereby agrees that the Local Authority and the Surety shall have full rights and liberty to enter unto the lands, the subject of this Bond, for the purpose of inspection or if on default by the Developer to carry out the Guaranteed Works specified in any claim lodged with the Surety.

**3. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED:**

3.1. If there is a dispute regarding the works to be completed or the amount payable, the parties shall agree on a nominated expert, whose decision shall be binding on the parties, to resolve the dispute. In default of agreement, within a period of twenty-eight days, any party may apply to the President of the Royal Institute of Architects to appoint such expert.

3.2. That no liability shall attach to the Surety in consequence of any delay or damage or failure by the Developer to complete the said portion of the Guaranteed Works or any part thereof whether directly or indirectly due to or arising out of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), terrorism, civil war, rebellion, revolution, insurrection, or military or usurped power provided that such events shall occur in the Republic of Ireland.

3.3. That all monies which become due and payable by the Surety under this Bond shall be payable and paid in Euro in the Republic of Ireland.

3.4. That this bond shall not be assigned or transferred without the written consent of the Developer, the Surety and the Local Authority.

3.5. All notifications or claims hereunder must be received by the Surety at [ Address]

PRESENT when the Common Seal of  
[Developer]  
was affixed hereto:-

.....Director

.....Director/ Secretary

PRESENT when the Common Seal of  
[Surety]  
was affixed hereto:-

.....Director

.....Authorised Signatory

PRESENT when this deed was executed by  
[the Local Authority ]

.....Authorised Signatory

.....Authorised Signatory

**Annex 1**

[Planning Permission]

**Annex 2**

[Certificate of Satisfactory Completion template]

## Annex 2

### CERTIFICATE OF SATISFACTORY COMPLETION

Development At: \_\_\_\_\_

Planning Permission Ref: \_\_\_\_\_

Phase: \_\_\_\_\_

Bond Amount: \_\_\_\_\_

FOR USE WITH TIME  
LIMITED BONDS

Planning Authority: \_\_\_\_\_

1. This certificate relates to planning permission reference \_\_\_\_\_.  
Where phasing applies to the development, this certificate applies to Phase No. \_\_\_\_\_ as delineated on the drawing attached<sub>(a)</sub>.

#### **Part A — Certificate signed by Builder**

2. I confirm that I am the Builder with responsibility for completion and certification of the public areas, roads, footpaths, public lighting and services pertaining to this development.
3. I certify, having exercised reasonable skill, care and diligence, that the structures or works as completed has been constructed in accordance with the planning permission Ref No. \_\_\_\_\_ and such other documents and standards relevant to compliance with the requirements of the planning permission as they relate to this development (or phase of development if applicable).

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(to be signed by a Principal or Director of a Building Company only)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Construction Industry Register Ireland Registration number (where applicable): \_\_\_\_\_

#### **Part B — Certificate signed by Registered Construction Professional**

4. I confirm that I am the Registered Construction Professional<sub>(b)</sub> assigned by the builder/employer to inspect and certify the building or works concerned.
5. As constructed drawings, plans, specifications and relevant ancillary certificates and particulars as determined at Commencement Notice stage for the purposes of certifying compliance of planning permission ref \_\_\_\_\_ relating to public areas and services are attached hereto.
6. I confirm that an inspection plan has been undertaken by the undersigned and others reporting to me having exercised reasonable skill, care and diligence in certifying their work in the ancillary certificates scheduled.

7. Based on the above, and relying on the ancillary certificates scheduled, I now certify, having exercised reasonable skill, care and diligence, that the works relating to public areas and related services is in compliance with the requirements of the planning permission, and such other documents and standards relevant to compliance with the requirements of the planning permission as they relate to this development (or phase of development if applicable) insofar as they apply to the building or works concerned.
8. I further confirm that I hold professional indemnity insurance

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Registration No.:** \_\_\_\_\_  
(where the signatory is an employee) On behalf of: \_\_\_\_\_  
Name & Address: \_\_\_\_\_  
Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
Practice registration number (where relevant): \_\_\_\_\_

#### Notes

- a) Drawing(s) delineating the public areas and services related to this certificate attached. Complete set of as constructed drawings, certification of standards (with professional indemnity insurance) of roads/footpaths, public lighting, water-mains and foul sewers, to include CCTV survey and wayleave agreements if appropriate:
- b) Registered Construction Professional: a registered Architect, registered Building Surveyor or Chartered Engineer.
- c) Public Area and Services for the purposes of this certificate, include the following;  
Tick as appropriate the public areas and services included –

- Roads
- Footpaths
- Public Lighting
- Open Spaces
- Car Parking Spaces
- Surface Water Drainage
- Public Water Supply (*if applicable*)
- Waste Water Supply (*if applicable*)