

INDEX LINKED BOND

Bond No: _____

Date: _____

KNOW ALL MEN BY THESE PRESENTS that we _____ having our Registered Office at _____ (hereinafter referred to as “the Developer”) and _____ having its head office at _____ (hereinafter referred to as “the Surety”) are hereby jointly and severally bound unto North Tipperary County Council, having its principle office at The Civic Offices, Limerick Road, Nenagh in the County of Tipperary (hereinafter referred to as “the Council”) in the full and just sum of €_____ () to be paid to the Council, its successors and assigns for the payment of which said sum well and truly to be made and done the said 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) it was made Condition No: _____ of Planning Permission Ref No: _____ which stated “That the developer _____

_____ in respect of

_____ at _____

(b) Condition No(s) _____ of Planning Permission(s) Ref No(s) _____ require the submission of a bank or an insurance company bond in the sum of €_____ () in the approved bond format for provision, construction and completion by the Developer including maintenance until taking in charge by the Council of roads, open spaces, water mains and public lighting and such like ancillary works as are required to be done under the conditions of the Permission(s) in relation to the development of

_____ at _____

_____ Co. Tipperary (hereinafter together called “the works”) and upon the condition that the said Bond should remain in full force and effect until the said works shall have been taken charge by the Council or in the event of the Development not being taken in charge until notice in writing has been issued by the Council stating that the development has been completed to a satisfactory standard.

NOW THEREFORE a further condition of the above written Bond is that the Developer further covenants and agrees for itself its successors, heirs, executors, administrators and assigns with the council that it will fully and effectually to the satisfaction of the Council maintain the estate works, roads and services until such time as the Council may in its

absolute discretion “take in charge” of the said roads and services. Provided always it is agreed and declared:

1. That no liability shall attach to the Surety in consequence of any delay or damage or failure by the Developer to complete the said works described or mentioned in the Planning Permission(s) or any part thereof whether directly or indirectly to or arising out of War, Invasion, Act of Foreign Enemy, hostilities (whether War be declared or not) Civil War, Rebellion, Revolution or Military or usurped power provided that such events shall occur in the Republic of Ireland.
2. That all monies which become due and payable by the Surety under this shall be payable in the Republic of Ireland.
3. That all such security provided shall be increased from January 1st next and annually thereafter (unless previously discharged) in line with the Wholesale Price Index – Building and Construction (published by the Central Statistics Office). The bond shall remain in full force and effect until discharged by the Council.

PRESENT when the Corporate Seal of (THE SURETY) was affixed hereto:

_____ Authorised Signatory

_____ Authorised Signatory

PRESENT when the Common Seal of (THE DEVELOPER) was affixed hereto:

_____ Authorised Signatory

_____ Authorised Signatory

PRESENT when the Common Seal of NORTH TIPPERARY COUNTY COUNCIL, was affixed hereto:-

_____ County Manager

_____ Nominated Officer

_____ Nominated Member

Bond (THE DEVELOPER) and (SURETY) to North Tipperary County Council

BANNA TREOIRNAISC

Uimh. an Bhanna: _____

Dáta: _____

BÍODH A FHIOS AG GACH DUINE LEIS AN GNÍOMHAS SEO go bhfuilimid
_____ agus ár nOifig Chláraithe ag
_____ (dá ngairtear “an Forbróir” anseo feasta)
agus _____ a bhfuil a cheannoifig ag
_____ (dá ngairtear “an tUrra” anseo feasta) faoi cheangal i
gcomhpháirt agus go leithleach ag Comhairle Contae Thiobraid Árann Thuaidh, a bhfuil
a phríomhoifig ag Oifigí Cathartha, Bóthar Luimnigh, an tAonach i gContae Thiobraid
Árann (dá ngairtear “an Chomhairle” anseo feasta) don mhéid iomlán agus cóir € _____
(_____) le híoc leis an gComhairle, a chomharbaí agus sannann sé d’íocaíocht an mhéid
sin le bheith déanta i gceart agus go gceanglóidh an Forbróir agus an tUrra iad féin, a
gcomharbaí agus go sanntar iad i gcomhpháirt agus go leithleach leis an gníomhas seo:-

SÉALAITHE lenár séalaí an lá seo an _____ de mhí _____
20_____

CÉ GO:-

(c) ndearnadh Coinníoll Uimh.: _____ den Chead Pleanála Uimh. Thag.:
_____ a deir “Go bhfuil an forbróir

_____ maidir le

ag

(d) Éilíonn Uimhir/Uimhreacha Coinníll _____ den Chead Pleanála Uimh.
Thag. _____ go gcuirfeadh banna bainc nó cuideachta árachais isteach den
mhéid € _____ (_____) san fhormaid banna faofa do sholáthar, tógáil agus
críochnú an Fhorbróra lena n-áirítear cothabháil go dtí go dtógfaidh an
Chomhairle i gcúram bóithre, spásanna oscailte, príomhlíonra uisce agus soilsiú
poiblí agus oibreacha coimhdeacha den chineál sin de réir mar a theastaíonn faoi
choinníollacha an Chead maidir le forbairt

ag

_____ Co. Thiobraid Árann (dá ngairtear “na
hoibreacha” anseo feasta) agus ar an gcoinníoll go bhfanfaidh an Banna sin i
bhfeidhm agus éifeacht iomlán go dtí go dtógfaidh an Chomhairle na hoibreacha
sin i gcúram nó mura dtógtar an Fhorbairt i gcúram go dtí go n-eisíonn an
Chomhairle fógra i scríbhinn a deir go bhfuil an fhorbairt críochnaithe chuig
caighdeán sásúil.

ANOIS DÁ BHRÍ SIN coinníoll breise den Bhanna scríofa thuas is ea go gcúnantaíonn agus go n-aontaíonn an Forbróir níos mó dó féin, dá chomharbaí, dá hoidhrí, dá sheiceadóirí, dá riarthóirí agus sannann sé leis an gcomhairle go gcothabhálóidh sé go hiomlán, go héifeachtach agus chuig sástacht na Comhairle oibreacha eastáit, bóithre agus seirbhísí go dtí go dtógfaidh an Chomhairle faoina rogha iomlán “i gcúram” na bóithre agus na seirbhísí sin. Chomh fada is go n-aontaítear agus go ndearbhaítear:

1. Nach mbainfidh aon dliteanas leis an Urra i gcás go mbeadh aon mhoill nó damáiste nó teip ar an bhforbróir na hoibreacha a gcuirtear síos orthu nó a luaitear sa Chead/sna Ceadanna Pleanála nó in aon chuid díobh bíodh sin díreach nó indíreach nó ag eascairt as Cogadh, Ionradh, Ionsaí Namhaid Eachtrach, naimhdeas (bíodh an Cogadh fógartha nó ná bíodh) Cogadh Cathartha, Éirí Amach, Réabhlóid nó cumhacht Mhíleata nó forghafa chomh fada is go dtarlaíonn na rudaí seo i bPoblacht na hÉireann.
2. Go mbeidh gach airgead atá dlite agus iníoctha ag an Urra faoi seo iníoctha i bPoblacht na hÉireann.
3. Go n-ardófaí gach urrús a chuirtear ar fáil ón 1 Eanáir seo chugainn agus go bliantúil ina dhiaidh sin (murar íocadh roimhe sin é) de réir Innéacs Praghsanna Mórdhíola – Tógáil agus Foirgníocht (foilsithe ag an bPríomh-Oifig Staidrimh). Fanfaidh an banna i bhfeidhm agus in éifeacht iomlán go dtí go n-úrscaoileann an Chomhairle é.

I LÁTHAIR nuair a cuireadh an Séala Corparáideach (AN TURRA) leis seo bhí:

_____ Síniú Údaraithe

_____ Síniú Údaraithe

I LÁTHAIR nuair a cuireadh an Séala Comónta (AN FORBRÓIR) leis seo bhí:

_____ Síniú Údaraithe

_____ Síniú Údaraithe

I LÁTHAIR nuair a cuireadh Séala Comónta CHOMHAIRLE CONTAE THIOBRAID ÁRANN leis seo bhí:-

_____ Bainisteoir an Chontae

_____ Comhalta Ainmnithe

_____ Comhalta Ainmnithe

Banna (AN FORBRÓIR) agus (AN tURRA) chuig Comhairle Contae Thiobraid Árann Thuaidh