

KNOW ALL MEN BY THESE PRESENTS THAT we / I \_\_\_\_\_ having our registered offices at \_\_\_\_\_ (hereinafter called "the Developer") and \_\_\_\_\_ with registered offices at \_\_\_\_\_ (hereinafter called "the Surety") are hereby jointly and severally held and firmly bound unto Sligo County Council having its registered offices at Riverside, Sligo (hereinafter called "the Local Authority") in the full and just sum of \_\_\_\_\_ to be paid to the Local Authority its successors and 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 this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

WHEREAS the Local Authority by Planning Permission register reference number PL \_\_\_\_\_ dated \_\_\_\_\_ have granted planning permission for (specify) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ a copy of which is annexed hereto.

WHEREAS the Developer, having acquired sufficient interest in the land, the subject matter of the application, proposes to carry out the development authorised by the said permission.

WHEREAS such Planning Permission has required security as per Condition No \_\_\_\_\_ (specify) as follows that: (relevant condition to be printed in full)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WHEREAS the Local Authority has agreed to accept this bond as security in compliance with this condition.

NOW the condition of this Bond is that if the Developer or its successors or assigns shall carry out and complete the development in accordance with the said permission or if on default by the Developer or its successors or assigns so to do, the Surety shall pay to the Local Authority the cost of completing such development up to but not exceeding the sum of \_\_\_\_\_, then this Bond shall be null and void but otherwise it shall remain in full force and virtue and without prejudice to its own rights under the said Permission the Local Authority shall insofar as may be lawful permit the Surety to complete such development which the Developer or its successors or assigns shall have failed to perform or observe.

**PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED**

1. **THAT** no liability shall attach to the Surety under this Bond in consequence of any delay or damage 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 or Military or Usurped Power.
2. **THAT** the Certificate of the Local Authority's Director of Services shall be final and conclusive between the parties hereto as to the performance and observance of the said condition and the liquidated damages of the Local Authority in completing any works set out in the Condition.
3. **THAT** 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.
4. **THAT** this bond will absolutely cease and terminate on \_\_\_\_\_ and all claims hereunder must be received by the Surety at its branch at \_\_\_\_\_ on or before that date.
5. **THAT** the Surety agrees that it will give the Local Authority 3 months prior written notice of the expiry date in the event of failure by the Surety to give this notice the obligation of the Surety under this Bond will continue in place until 3 months after the requested written notice has been given and the expiry date will be extended accordingly.

**IN WITNESS WHEREOF** the Developer has hereunto affixed its common seal and the Surety has caused this instrument of writing to be signed by its Secretary and one of its Directors and its common seal to be hereunto affixed the day and year above written.

The Common Seal of  
was hereunto affixed in the presence of: -

(Developer)

\_\_\_\_\_ **Director**

\_\_\_\_\_ **Secretary**

\_\_\_\_\_ **Date**

The Common Seal of  
was hereunto affixed in the presence of: -

(Surety)

\_\_\_\_\_ **Director**

\_\_\_\_\_ **Secretary**

\_\_\_\_\_ **Date**

The Common Seal of the Council of the County of Sligo  
was affixed hereto: -

(Local Authority)

\_\_\_\_\_ **Director of Services**

\_\_\_\_\_ **Cathaoirleach / Nominated Employee**