

DATED _____ 2021

CHERWELL DISTRICT COUNCIL

- and -

GRAVEN HILL VILLAGE DEVELOPMENT COMPANY

- and -

THE OXFORDSHIRE COUNTY COUNCIL

(WORKS) BOND
relating to land at
A41 Pioneer Roundabout,
Graven Hill, Bicester

EF/55188

Anita Bradley
Director of Law and Governance and Monitoring Officer
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND

THIS BOND dated the _____ day of _____ 2021

MADE BETWEEN

- (1) **THE OXFORDSHIRE COUNTY COUNCIL** (“the Council”)
- (2) **GRAVEN HILL VILLAGE DEVELOPMENT COMPANY LIMITED** (company registration number 9102699) whose registered office is at The Plot Shop, Pioneer Square, Bicester, Oxon, United Kingdom, OX26 6JU (“the Owner”)
- (4) **CHERWELL DISTRICT COUNCIL** of Bodicote House White Post Road Bodicote Banbury OX15 4AA (“the Surety”)

Preliminary and Definitions

1. By an Agreement (“the Agreement”) of even date herewith between the Council the Owner the Secretary of State for Defence and Cherwell District Council the Owner is under obligation to execute and complete in accordance with the terms and conditions of the Agreement certain works in connection with development of a roundabout on A41 Pioneer Road Bicester in the County of Oxfordshire (“the Works”)
2. “The Bond Sum” means the sum of XXXXX

NOW THIS DEED WITNESETH as follows:-

1. The Owner and the Surety are jointly and severally bound to the Council for the Bond Sum
2. If the Owner shall duly perform and observe all the terms provisions conditions and stipulations of the Agreement on its part to be performed and observed according to the true purport intent and meaning thereof or if on default by the Owner the Surety shall satisfy and discharge the established and ascertained

damages sustained by the Council up to the amount of the Bond Sum then this Bond shall be null and void **BUT OTHERWISE** this Bond shall be and remain in full force and effect

3. Any claim hereunder shall be accompanied by a statement signed by the Solicitor to the Council that the amount claimed represents the amount payable and such statement shall be conclusive evidence (and admissible as such) that any sums stated therein are properly due and payable to the Council. [Without prejudice to the generality of the foregoing none of the following shall be required:-
 - 3.1 the Council being obliged to make any enquiry of the Owner or the Surety
 - 3.2 the need to take any legal action against the Owner
 - 3.3 any proof of default or liability on the part of the Owner]
4. The Surety shall within 14 days after service of any claim pay the Council the sum specified in such claim and shall not be entitled to delay or withhold payment for any reason notwithstanding any objection by the Owner or any other party provided always that the maximum aggregate liability of the Surety does not exceed the Bond Sum
5. The Council may make as many separate claims under this Bond as it considers appropriate provided that they shall not exceed in aggregate the Bond Sum
6. Without prejudice to the generality of clause 5 the obligations of the Surety under this Bond shall not be affected by any act, omission or matter which might (but for this clause) operate to release or discharge such obligations in whole or in part, including without limitation:

- 6.1 any time or waiver or accommodation or credit granted to the Owner or the Surety or any abstention from enforcing the Council's rights against the Owner or the Surety;
 - 6.2 any variation of or amendment to the Agreement (and references to the Agreement in this Bond shall be references to the Agreement as so varied or amended from time to time) or in the extent or nature of the Works;
 - 6.3 any obligation on the part of the Owner being void;
 - 6.4 the bankruptcy, liquidation or insolvency of the Owner or the presentation of a petition for the making of an administration order in respect of the Owner or the making of any such order or the appointment of (or giving of notice to appoint) an administrator in respect of the Owner;
 - 6.5 any thing or matter that would or might have discharged or affected any liability if the Surety's obligation under this Bond had been secondary rather than primary
7. This deed gives no rights under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any rights which are available apart from that Act
 8. This Bond shall be governed by and construed in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Bond.
 9. This Bond shall be reduced and as applicable discharged in accordance with the provisions of the Agreement

THIS BOND has been executed as a deed and is delivered the day and year first before written

THE COMMON SEAL of)

OXFORDSHIRE COUNTY COUNCIL)

was hereunto affixed in the)

presence of:-)

Chief Legal Officer/Designated Officer

EXECUTED as a **DEED** by)

GRAVEN HILL VILLAGE)

DEVELOPMENT COMPANY LIMITED)

acting by a director in the presence of:)

Director:

Witness:

The **COMMON SEAL** of)

CHERWELL DISTRICT COUNCIL)

was affixed in the presence of:)

Authorised Signatory: