

UISCE ÉIREANN BOND

Bond No.

BOND AMOUNT:

THIS BOND is made on **BETWEEN**

- | | | |
|----|---------------------------------------|----------------------|
| 1. | <i>The Developer</i> | <input type="text"/> |
| | <i>Registered office of Developer</i> | <input type="text"/> |
| 2. | <i>The Surety</i> | <input type="text"/> |
| | <i>Registered office of Surety</i> | <input type="text"/> |
- and
- | | | |
|---|----------------------|---|
| 3. | Uisce Éireann | Uisce Éireann |
| <i>Registered office of Uisce Éireann</i> | | Colvill House, 24-26 Talbot Street, Dublin 1, Ireland |

1.1 BACKGROUND

- A. Uisce Éireann and the developer (the “**Developer**”) have entered or will enter into an agreement for the carrying out of (*insert description of the Works*) at [] and ancillary and associated works (the “**Agreement**”).
- B. The Developer has agreed to furnish a bond to Uisce Éireann.
- C. Terms defined in the Agreement have the same meaning in this Bond.

1.2 IT IS AGREED AS FOLLOWS:

1. If the Developer's obligation to complete the Works is terminated in accordance with the Agreement the Surety will, subject to this Bond, pay Uisce Éireann any amount for which the Developer is liable under the Agreement.
2. If the Developer breaches the Agreement the Surety will, subject to this Bond, pay Uisce Éireann any amount for which the Developer is liable to Uisce Éireann as damages for breach of the Agreement, as established and ascertained under the Agreement, taking into account all sums due to the Developer under the Agreement.
3. In the event that the Developer becomes insolvent, unable to pay its debts when they fall due, ceases to trade or goes into liquidation (other than for the purposes of amalgamation or reconstruction) or is dissolved for any reason or has bona fide legal proceedings initiated against it for its winding-up which are not vexatious or incompetent, the Surety will, subject to this Bond, pay Uisce Éireann any amount for which the Developer is liable under the Agreement.
4. For the avoidance of doubt, Uisce Éireann may make a claim for damages under this Bond

based on an assessment undertaken pursuant to the Agreement and will not be required to have invoked the dispute resolution procedures under the Agreement before being entitled to claim under this Bond.

5. The liability of the Surety under this Bond will not exceed € .
6. No alteration in the Agreement or in the extent or nature of the works to be done under it, and no allowance of time under the Agreement, and no forbearance or forgiveness concerning the Agreement by Uisce Éireann, will in any way release the Surety from liability under this Bond.
7. The Surety will be released from its remaining liability to Uisce Éireann under this Bond 3 months [after the expiration of the defects period under the Agreement¹ / following the issuance of the Completion Certificate by Uisce Éireann²] (the “**Expiry Date**”), except in relation to any breach by the Developer or termination that has occurred before that date, written notice (including particulars of the breach or termination) of which has been given to the Surety in advance of the Expiry Date.
8. The Developer undertakes to the Surety to perform its obligations under the Agreement. This undertaking does not limit any rights or remedies of Uisce Éireann or the Surety.
9. The decision of a court or adjudicator in a dispute between Uisce Éireann and the Developer will be binding on the Surety as to all matters concerning a breach of the Agreement, termination under the Agreement, and the Developer’s liability.
10. Uisce Éireann shall, following termination of the Agreement, permit the Surety to nominate a completion contractor to perform the stipulations and provisions of the Agreement which the Developer shall have failed to perform and observe provided always that the proposed completion contractor is acceptable to Uisce Éireann (such acceptance shall not be unreasonably withheld).
11. Uisce Éireann may assign the benefit of this Bond, without the Surety’s or the Developer’s consent, by giving written notice to the Surety.
12. This Bond is governed by and construed according to Irish law and the parties submit to the jurisdiction of the Irish courts to determine all matters concerning it.
13. Money payable by the Surety under this Bond will be paid in euro in Ireland.
14. The Surety appoints
Name of Agent:
Address of Agent:

as its agent for service of legal proceedings. The Surety confirms that the named agent has been irrevocably appointed and the failure of the agent to notify the Surety of receipt of a document will not invalidate any proceedings or the service of the document.

¹ For use in a bond relating to a Diversion Agreement only. Otherwise, delete.

² For use in a bond relating to Self-Lay Connection Agreement only. Otherwise, delete.

Given¹ under the Developer's common seal

<i>Affix Developer's common seal</i>	
<i>Signatures of persons authorised to authenticate the seal</i>	

OR

Signed, sealed and delivered by

<i>Name of attorney</i>	
<i>Signature of attorney</i>	
<i>As lawful attorney of the Developer under a power of attorney dated</i>	
<i>Affix attorney's personal seal</i>	

In the presence of

<i>Name of witness</i>	
<i>Signature of witness</i>	
<i>Witness's occupation</i>	
<i>Witness's address</i>	

OR

Signed on behalf of

¹ If the Developer and/or Surety is/are not incorporated in Ireland, execution will be in accordance with the law of its jurisdiction of incorporation for execution in Ireland.

Name of Developer

Signature of authorised person

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

OR (if the Developer is an individual)

Signed, sealed and delivered by

Name of Developer

Signature of Developer

Affix personal seal

In the presence of

Signature of witness

Name of witness

Witness's occupation

Witness's address

OR

Signed by

Name of Developer

Signature of Developer

In the presence of

<i>Name of witness</i>	
<i>Signature of witness</i>	
<i>Witness's occupation</i>	
<i>Witness's address</i>	

DRAFT

OR (if the Developer is a joint venture, execution must be by each member, using the blocks below)

Joint Venture Member 1

Given under the common seal of

Name of joint venture member
1

Affix common seal

Signatures of persons
authorised to authenticate the
seal

OR

Signed, sealed and delivered by

Name of attorney

Signature of attorney

As lawful attorney of joint venture member 1 under a power of
attorney dated

Affix attorney's personal seal

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

OR

Signed on behalf of

Name of joint venture member
1

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Signature of authorised person

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

DRAFT

Joint Venture Member 2

Given under the common seal of

*Name of joint venture member
2*

Affix common seal

*Signatures of persons
authorised to authenticate the
seal*

OR

Signed, sealed and delivered by

Name of attorney

Signature of attorney

*As lawful attorney of joint venture member 2 under a power of
attorney dated*

Affix attorney's personal seal

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

OR

Signed on behalf of

*Name of joint venture member
2*

Signature of authorised person

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

DRAFT

Joint Venture Member 3

Given under the common seal of

*Name of joint venture member
3*

Affix common seal

*Signatures of persons
authorised to authenticate the
seal*

OR

Signed, sealed and delivered by

Name of attorney

Signature of attorney

*As lawful attorney of joint venture member 3 under a power of
attorney dated*

Affix attorney's personal seal

In the presence of

Name of witness

Signature of witness

Witness's occupation

Witness's address

OR

Signed on behalf of

*Name of joint venture member
3*

Signature of authorised person

In the presence of

<i>Name of witness</i>	
<i>Signature of witness</i>	
<i>Witness's occupation</i>	
<i>Witness's address</i>	

DRAFT

Given under the Surety's common seal

<i>Affix Surety's common seal</i>	
<i>Signatures of persons authorised to authenticate the seal</i>	

OR

Signed, sealed and delivered by

<i>Name of attorney</i>	
<i>Signature of attorney</i>	
<i>As lawful attorney of the Surety under a power of attorney dated</i>	
<i>Affix attorney's personal seal</i>	

In the presence of

<i>Name of witness</i>	
<i>Signature of witness</i>	
<i>Witness's occupation</i>	
<i>Witness's address</i>	