

We,

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Name of Bank etc, Guarantee Finance

CONSIDERING THAT

Developer	
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Has been granted Construction Consent Ref		Dated	
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By the	
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(enter Council name) (hereinafter referred to as the Council)

as local Roads Authority in terms of Section 21 of the Roads (Scotland) Act, 1984 for the construction of a private road(s) or part thereof in connection with

Development	
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all as is more fully detailed in the said Construction Consent and the plans and Schedule relative thereto, considering further that the estimated cost of constructing the said private road(s) or part thereof in accordance with the said Construction Consent and others is

Sum of Money		And that the said <i>(Developer)</i>	
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has requested us to grant security for such sum to the said Council by means of a bond in terms of the Security for Private Works (Scotland) Regulations 1985 as amended, do hereby as cautioners and sureties bind and oblige ourselves and our successors to pay to the said Council and its successors or assignees, on receiving from the said Council a demand in writing, such sum not exceeding

Sum of Money	
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IN WITNESS WHEREOF

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INSTRUCTIONS

Construction of private road(s) shall not commence until you have provided the Council with financial security for an amount of

£

Being sufficient to meet the cost of construction/completing the construction of the road(s) in accordance with the Construction Consent, in terms of the Security for Private Roadworks (Scotland) Regulations 1985 as amended.

The Road Bond should be signed by an authorised signatory on behalf of the guarantor (who is normally the bank, building society or insurance society) and the signature should be witnessed by two witnesses.

If you intend to lodge your security in the form of a bond you may use this document.

Roads (Scotland) Act 1984

Security for Private Road Works (Scotland) Regulations 1985, as amended

Guidance notes for developers

In terms of Section 17 of the Roads (Scotland) Act, 1984 and the Security for Private Roadworks (Scotland) Regulations 1985, as amended you, as a developer, are required to make financial provision with the Council, as Local Roads Authority in order to safeguard the completion of housing development roads which are the subject of a Construction Consent. Such provision, as required by the Regulations, may take the form of a Road Bond or deposit and this will serve to protect prospective house purchasers from having to bring incomplete roads up to adoptable standards.

In terms of Regulation 5, that security shall be either a bond in favour of this Council or a cash deposit of a sum equating to that security.

In terms of Regulation 6, the security shall be an amount sufficient to meet the cost of constructing or completing the construction of the said roads. Also to calculate the amount of that security by objective estimating and negotiation.

In terms of Regulation 16, any person who carries out building works in contravention of these regulations shall be guilty of an offence. It would, therefore, be in your interests to make early contact with the Local Roads Authority, who will be able to advise you fully on these procedures. Copies of form CC7 should be completed and returned with the security.

The Ayrshire Roads Alliance will not issue Road Construction Consent until such time as the road bond security has been lodged and approved by the Council's Legal Department.

In terms of Regulation 13, where it is necessary for The Ayrshire Roads Alliance to complete the roadworks, payment of the remaining bond value will be demanded prior to completion of the works. These monies shall be used to complete the work and any excess shall be returned to the bond provider on completion.

DIRECTIONS FOR SIGNING DEEDS

Before signing, please read carefully

Every Party to the deed must sign on the (insert page)..... including the inventory and plan, if any, with his or her usual signature where his or her initial are marked in pencil.

Each Witness to the execution of the deed requires to sign on the (insert page) at the pencil mark X, adding after his or her signature the word "Witness". Two witnesses are required to the signature of each party, but provided parties sign at the same time, the same persons may witness all the signatures and only require to sign once.

The witnesses must be above fourteen years of age. They should know the parties whose signatures they are witnessing personally or at least have credible information as to their identity. No person interested in the deed should act as a witness, and one spouse should not be a witness to signature the other.

The parties must not insert any blanks in the Deed.

When the Deed is signed the subjoined Schedule should be filled up in BLOCK LETTERS and returned along with the Deed. The schedule may be filled up by anyone. A female witness should state in the Schedule whether she should be styled Mrs, Ms or Miss.

SCHEDULE to be filled up and returned

Name of Party Signing	Place Where Signed	Date of signed	Full Name (including middle Names, if any). Occupation, and Address of First Witness	Full Name (including middle Names, if any). Occupation and Address of Second Witness