

DATED

10th June

2020

ANWYL CONSTRUCTION COMPANY LIMITED

and

BELLWAY HOMES LIMITED

and

NATIONAL HOUSE BUILDING COUNCIL

-
and-

WREXHAM COUNTY BOROUGH COUNCIL

BOND

supporting an Agreement under the Highways Act 1980 Section 278
relating to Highway Works at Straight Mile, Llay in the County Borough of Wrexham

Examined against the original and
Certified as a true copy thereof the 15th
Day of June, 2020

M. Roberts,

Guildhall,

Wrexham.

Legal Officer.

Chief Officer Governance and Customer
Wrexham County Borough Council
Guildhall
Wrexham
LL11 1AY

Ref: MR/WCBC - 036749

THIS BOND is made the 10th day of June 2020

BETWEEN:

- (1) **ANWYL CONSTRUCTION COMPANY LIMITED** whose Registered Office is at Anwyl House, St Davids Park, Ewloe, Deeside, Flintshire, CH5 3DT (Company Registration Number 0043532) ('the Developer')
- (2) **BELLWAY HOMES LIMITED** whose Registered Office is at Seaton Burn House, Newcastle Upon Tyne, NE13 6BE (Company Registration Number 00670176) ('the Developer')
- (3) **NATIONAL HOUSE BUILDING COUNCIL** of NHBC House, Davy Avenue, Knowlhill, Milton Keynes, Bucks., MK5 8FP ('the Surety') and
- (4) **WREXHAM COUNTY BOROUGH COUNCIL** of Guildhall, Wrexham LL11 1AY ('the local Highway Authority')

1 Background

- 1.1 The Developers have entered into an Agreement pursuant to the Highways Act 1980 Section 278 with the local Highway Authority ('the Agreement') to carry out highway works on land at Straight Mile, Llay, Wrexham, which are more particularly described in the Agreement.
- 1.2 This Bond is supplemental to the Agreement.
- 1.3 The Surety has agreed to guarantee the due performance of the Agreement in the following manner.

2 The Surety's covenants

The Surety covenants with the local Highway Authority as follows:

- 2.1 The Surety will in all respects guarantee the due and proper performance of the Agreement and the due observance and punctual performance of all the obligations, duties, undertakings, covenants and conditions by or on the part of the Developer and to be observed and performed by it which are set out in the Agreement (collectively 'the Obligations'), which guarantee shall extend to include any variation of or addition to the Agreement.
- 2.2 If the Developers in any respect or for any reason fails or is unable to carry out observe or perform all or any of the Obligations (unless relieved of any of the Obligations by any condition of the Agreement or by the decision of a court or tribunal of competent jurisdiction) then the Surety shall be liable for, and shall indemnify the local Highway Authority against, all losses, damages, costs and expenses whatsoever that may be incurred by the local Highway Authority by reason of or in consequence of any default or inability on the part of the Developers

in performing any of the Obligations under the Agreement, to the extent that such losses, damages, costs and expenses may be claimed by the local Highway Authority against the Developer under the Agreement, up to a maximum of ONE HUNDRED AND FORTY EIGHT THOUSAND, NINE HUNDRED AND FIVE POUNDS TWO PENCE (£148,905.02)

3 Avoidance of obligation

The Surety shall not be discharged or released from this Bond by:

- 3.1 any agreement, concession, conduct, forbearance or indulgence granted to the Developers under the Agreement or any alteration to the terms of the Agreement, or
- 3.2 any other compromise or settlement of any dispute between the local Highway Authority and the Developers (but so that the local Highway Authority shall not pursue against the Surety a remedy contrary to the terms of any such compromise or settlement in so far as the Developer has complied with such terms).

4 Duration of bond

This Bond is a continuing guarantee and:

- 4.1 shall remain in operation until either:
 - 4.1.1 all the Obligations of the Developers under the Agreement have been satisfied or performed in full or
 - 4.1.2 the Surety has paid to the local Highway Authority all the sums payable by the Developer to the local Highway Authority under the terms of the Agreement provided that the total sum payable by the Surety shall not exceed ONE HUNDRED AND FORTY EIGHT THOUSAND, NINE HUNDRED AND FIVE POUNDS TWO PENCE (£148,905.02)
- 4.2 is in addition to and not in substitution for any other security which the local Highway Authority may at any time hold for the performance of such obligations, and
- 4.3 may be enforced without first having recourse to any such security and without taking any other steps or proceedings against the Developer either separately or jointly.

5 Disclaimer of the Agreement

The Surety's obligation and liability under this Bond shall continue notwithstanding any disclaimer of the Agreement by a liquidator or administrator appointed of the Developers, and in the event of such a disclaimer the Agreement shall for the purposes of this Bond be deemed to continue.

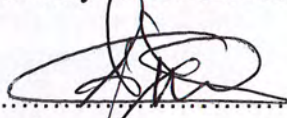
6 Surety's liability no greater than the Developer's liability

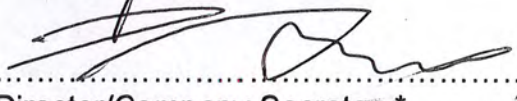
This Bond shall not be construed as placing any greater liability upon the Surety than is upon the Developer under the terms of the Agreement.

7 Jurisdiction

This Bond shall be governed by and construed in accordance with the law of England and Wales.

EXECUTED as a **DEED** by **ANWYL CONSTRUCTION COMPANY LIMITED**
signed by a Director and the Company Secretary or two Directors

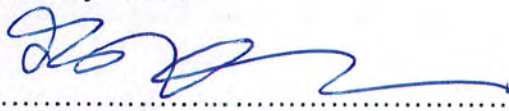

.....
Director


.....
Director/Company Secretary*

*Delete as applicable

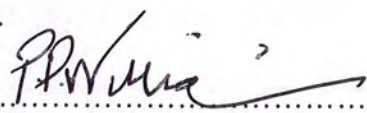
EXECUTED as a **DEED** by

DAVID WILLIAMS
.....
Attorney Name


.....
Attorney Signature

as the attorneys for and on behalf of
BELLWAY HOMES LIMITED
as per the Power of Attorney dated 13 May 2020

in the presence of:-

Witness Signature... 

Witness Name Paul Darren Williams

Witness Address... 140 OVERSEA DRIVE

..... HAWTHORN DEESIDE

..... CWS 345

Witness Occupation... TECHNICAL DIRECTOR

han is SIGNED as a DEED by T Knight

d and And ALISON GARNER

As attorneys for National House Building Council under a Power of Attorney dated

6th December

Customer Support Team Leader
Customer Services

As attorney for National House Building Council

As attorney for National House Building Council

EXECUTED as a DEED by affixing the COMMON SEAL of WREXHAM COUNTY BOROUGH COUNCIL in the presence of:

HEAD OF CUSTOMER SERVICES
AUTHORISED SIGNATORY

Chief Officer Governance and Customer



129/20