

Appendix G

DATED

201[]

[DEVELOPER]

and

[MORTGAGEE]

and

[SURETY]

and

SWINDON BOROUGH COUNCIL

SECTION 38 AGREEMENT

under Sections 38, 171, 251 and 278 of the Highways Act 1980
connection with the making up and adoption of highways at
[], Swindon (AGR [])

S. Taylor
Director of Law and Democratic Services
Swindon Borough Council
Civic Offices
Swindon
SN1 2JH

CONTENTS

Clause	Title	Page Number
1	Definitions	2
2.	Statutory Provisions	6
3.	Dedication	6
4.	Developer's Declaration	6
5.	Legal Charge	7
6.	Works on Existing Highway	7
7.	Developer's Liability	9
8.	Warranty by Developer	10
9.	Existing Apparatus	10
10.	Indemnity	10
11.	Access to the Site	11
12.	[Grant of Easements	11
13.	The Key Stages	12
14.	Part 1 Certificate and Highway Improvement Works Part 1 Certificate	14
15.	Occupation of Buildings	14
16.	Part 2 Certificate and Highway Improvement Works Part 2 Certificate	15
17.	Obligations During the Maintenance Period	16
18.	Final Certificate	16
19.	Procedure for Inspection and Issue of Certificates	17
20.	Adoption	18
21.	Inspection Fee	18
22.	Traffic Order	18
23.	[Material Sampling and Testing	19
24.	[Keeping the Highway Clean	19
25.	Termination by the Council	19
26.	Power to Execute Works in Default	20
27.	Emergency Power	21
28.	Bondsman's Obligations	21
29.	Council's Obligations to carry out Default Work	23
30.	Partial Completion	23
31.	Assignment and Sub Contracting and Highway Improvement Works	24
32.	Arbitration	25
33.	Drainage	25
34.	Variations and Non Waiver	26
35.	Insurance	26
36.	[Advance Payment Code	28
37.	Entire Agreement	28
38.	Exclusion of Council's Liability	29
39.	Health and Safety at Work etc Act 1974	29
40.	Construction (Design and Management) Regulations 2015	29
41.	The Contracts (Rights of Third Parties) Act 1999	29

THE FIRST SCHEDULE	31
Part 1	31
Part 1 Works & Highway Improvement Works Part 1	31
Part 2	31
Part 2 Works & Highway Improvement Works Part 2	31
THE SECOND SCHEDULE	32
Maintenance of lights by the Council	32
THE THIRD SCHEDULE	33
Health and Safety file	33
THE FOURTH SCHEDULE	34
Advance payment code	34
THE FIFTH SCHEDULE	35
Commuted Sums	35

AN AGREEMENT made the

day of

201[]

BETWEEN

- 1 **[DEVELOPER]** (Co. No. []) whose registered office is at [] ("the Developer")
- 2 **SWINDON BOROUGH COUNCIL** of Civic Offices Euclid Street Swindon SN1 2JH ("the Council")
- 3 **[SURETY]** (Co. No. []) whose registered office is at [] ("the Bondsman")
- 4 **[[MORTGAGEE]** whose registered office is at [] ("the Mortgagee")]

WHEREAS

- (1) The Council is the Local Highway Authority and is the Local Planning Authority for the area in which the Land is situated
- (2) The Developer is the registered proprietor with Title Absolute under Title Numbers [] at HM Land Registry which at the date hereof is subject only to the stipulations and restrictions contained in the Charges Register to that title of the Land together with any matters registered or registrable as local land charges land charges or any existing rights and easements which includes the site of the proposed Road or Roads and all other land required for the Works
- (3) The Developer has requested that when the Works have been executed and maintained as hereinafter appears the Council shall undertake the maintenance of the Road or Roads as a highway or highways maintainable at the public expense which the Council has agreed to do upon the terms and conditions hereinafter appearing
- (4) [By a Legal Charge dated [] the Developer charged the Land to the Mortgagee to secure repayment of the monies therein mentioned]
- (5) The Developer intends at his own expense to carry out the Highway Improvement Works to the Highway Land and the Council is prepared to consent to the carrying out of such works subject to the execution by the Developer of this Agreement
- (6) Prior to completion of this Agreement the Developer has without cost to the Council executed or procured the execution by all necessary parties of such deeds as are in the opinion of the Council necessary to secure to the Council full drainage rights in respect of such parts of the surface water drainage system of the Road or Roads as are situate outside the limits of the Road or Roads and highway maintainable at the

public expense and the Council shall not be liable for the payment of compensation or legal or any other costs or fees arising in connection with any such deeds

- (7) The Bondsman for itself and its successors and assignees has agreed to join in these presents in the manner hereinafter appearing

NOW THIS DEED WITNESSETH as follows

1 Definitions

- (1) IN this Agreement where the context so admits

- (a) ["Advance Payment Code" means the advance payment code as defined in Section 329 (1) of the Highways Act 1980]
- (b) "Cost to the Council" shall be such amount as may be certified reasonable by the Proper Officer to be such cost and shall include but shall not be limited to the cost of
 - (i) any works in the reasonable opinion of the Proper Officer considered necessary to complete the Works and/or the Highway Improvement Works or any part thereof and maintaining and making good all defects for a period of twelve months after completion or any work or action taken as referred to in Clause 27 and Clause 35
 - (ii) design and supervision charges being an amount calculated in accordance to the preceding sub clause (i) plus sums payable to any Statutory Undertaker
 - (iii) internal administration charges and normal overheads being an amount representing 5% of the sum referred to in the preceding sub clause (i) and sums payable to any Statutory Undertaker
 - (iv) sums payable to any Statutory Undertakers
- (c) "Default Notice" means the notice served by the Council on the Bondsman and referred to in Clause 28
- (d) "Default Work" means the work referred to in a Default Notice
- (e) "Default Cost" means the statement of costs referred to in a Default Notice

- (f) the "Drain" means the highway drain (including any manholes or soakaways) shown by a purple line within the Pale Purple Land
- (g) the "Estimated Cost" is the sum of £[] ([] Pounds) being the amount which in the opinion of the Proper Officer is the cost of carrying out the Works and the Highway Improvement Works within such period as the Proper Officer shall determine and for the avoidance of doubt seventy five per cent (75%) of the Estimated Cost shall be £[] and twenty five per cent (25%) of the Estimated Cost shall be £[] for the purposes of Clause 28
- (h) the "Final Certificate" means the certificate to be issued on satisfactory completion of the Works and the Highway Improvement Works in accordance with Clause 18 hereof
- (i) the "Highway Improvement Works" means the works specified in Part 1 of the First Schedule on the Yellow Hatched Black Land
- (j) the "Highway Improvement Works Part 1 Certificate" means the certificate to be issued on satisfactory completion of the works referred to in part 1 of the First Schedule under the heading Highway Improvement Works Part 1 in accordance with Clause 12 hereof
- (k) the "Highway Improvement Works Part 2 Certificate" means the certificate to be issued on satisfactory completion of the works referred to in Part 2 of the First Schedule under the heading Highway Improvement Works Part 2 in accordance with Clause 16 hereof
- (l) the "Highway Land" means the land coloured yellow on the Plans or such other land as shown on the Plan which abuts the Pink Land or any such land as the Proper Office nominates and which comprises part of or connects to either an existing highway maintainable at the public expense or is subject to an agreement the effect of which is to in time become a highway or highways maintainable at public expense
- (m) "the Insurance" shall mean the insurance referred to in Clause 35
- (n) "the Key Stages" mean the 11 stages of the development listed at clause 11(1) below

- (o) "the Land" means that land known [], Swindon which is shown for the purpose of identification only by red edging on the Plan and registered under title number []
- (p) the "Letter of Technical Approval" means the letter dated [] signed by the Proper Officer a copy of which letter is annexed hereto
- (q) the "Maintenance Period" means the period specified in Clause 16 hereof
- (r) the "Part 1 Certificate" means the Certificate to be issued on satisfactory completion of the Part 1 Works in accordance with Clause 12 hereof (also referred to as Key Stage 6)
- (s) the "Part 1 Works" means the Works referred to in Part 1 of the First Schedule
- (t) the "Part 2 Certificate" means the Certificate to be issued on satisfactory completion of the Part 2 Works in accordance with Clause 16 hereof (also referred to as Key Stage 10)
- (u) the "Part 2 Works" means the Works referred to in Part 2 of the First Schedule
- (v) the "Plans" shall mean the plan numbered [] annexed hereto and all other drawings and designs being the subject of the Schedule attached to the Letter of Technical Approval and such amended drawings or designs as are granted written technical approval by or on behalf of the Proper Officer
- (w) the "Pink Land" means the part of the Land as is coloured pink on the Plans being the site of the Road or Roads and all other land required for the Works
- (x) the "Proper Officer" means the Head of Highways and Transport (or his deputy) for the time being of the Council or such other person as the Council may for the time being appoint for that purpose
- (y) the "Road or Roads" means the carriageways and footways to be constructed on the Pink land and any off-site highway drainage shown on the Plans and includes any footpaths footways cycletracks cycleways street lighting all verges service strips service margins vehicular crossings road surface water drainage system (if any) and all other things ancillary thereto

- (z) the "Specification" means the specifications shown on the Plan
 - (aa) the "Statutory Undertaker" means any company or authority authorised by law to carry on any undertaking for the supply of telephone and television and any other communications electricity gas water or drainage and the expression shall include the company or authority's successor to any undertaking
 - (bb) "Bondsman's Counter Notice" means the notice served by the Bondsman on the Council and referred to in Clause 28
 - (cc) the "Works" means the works specified in Part 1 and Part 2 of the First Schedule for the making up of the Road or Roads, including the Key Stages sign offs, where applicable.
 - (dd) the "Pale Purple Land" means the land shown for the purposes of identification only coloured pale purple on the Plans (if any)
 - (ee) the "Secondary Traffic Calming Measures" means, if required by the Proper Office, any additional measures or alterations to the approved layout required in order that either the consent of the Secretary of State can be obtained as required by Schedule 9 Part II Paragraph 13(1)(d)(ii) of the Road Traffic Act 1984 for a 20 mph speed limit order to be confirmed or should the 20 mph speed limit order become impracticable any additional road signs and road markings necessary for the Road or Roads to conform with the Traffic Signs Regulations & General Directions 2016
 - (ff) "the Yellow Hatched Black Land means the land shown coloured yellow and hatched black on the Plans which forms part of the existing highway
- (2) In this Agreement where the context so admits
- (a) words denoting the singular shall include the plural and vice versa words denoting the masculine gender shall include the feminine gender and vice versa and words denoting persons shall include corporations
 - (b) reference to any statutory provisions shall be deemed unless the context otherwise requires to include reference to any such provisions as from time to

time amended varied replaced extended or re-enacted and any orders or regulations under such provisions

- (c) reference to Clauses or Schedules shall be deemed to be references to a Clause or a Schedule to this Agreement and references to a sub-Clause shall be deemed to be references to a sub-Clause of the Clause in which the reference appears
- (d) In this Agreement headings are included for ease of reference only and shall not affect this Agreement or the interpretation thereof

2. Statutory Provisions

- 2.1. THIS Agreement is made pursuant to section 111 of the Local Government Act 1972 Sections 38, 171, 251 and 278 of the Highways Act 1980 as amended and Section 106 of the Town and Country Planning Act 1990 as amended and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other powers enabling the parties hereto

3. Dedication

- 3.1. THE Developer being the Registered Proprietor as aforesaid of the Pink Land dedicates the Pink Land to the public on the issue of the Part 2 Certificate to the intent that the same shall become public highway and subsequently highway maintainable at the public expense subject to the terms and conditions herein contained
- 3.2. THE Developer hereby agrees with the Council that if and when called upon so to do by the Council within a period of eighty years from the date hereof it will prove title to the Pink Land and transfer title absolute in the Pink Land to the Council free of charge subject only to the matters referred to in Recital (2) hereof but free of any financial charges

4. Developer's Declaration

- 4.1. The Developer declares and warrants to the Council that throughout the duration of this agreement the Developer has or will have full right, liberty and consent to carry

out such works as may be necessary to connect the Road to a highway that is, or will be, maintainable at the public expense

5. Legal Charge

- 5.1. THE Mortgagee hereby releases the Pink Land from the said Legal Charge to the intent that subject to the terms and conditions hereof the same shall become public highway and subsequently highway maintainable at the public expense
- 5.2. THE Mortgagee hereby concurs with the giving by the Developer of the obligations on its part herein contained to the intent that the security created by the said Legal Charge shall be subject in all respects to the terms and conditions hereof

6. Works on Existing Highway

- 6.1. The Developer shall, before the commencement of any works, complete and provide to the Council a condition survey of the existing highway in the form of photographs and video footage extending to a minimum of 200 meters from the work site PROVIDED THAT the Developer invites the Proper Officer to attend the condition survey inspection and provide copies of the photographs and video footage to the Proper Officer, which the Proper Officer shall use to determine whether any damage has been or will be caused to the existing highway as a result of the construction works which are to be carried out by the Developer which the Council may demand to be remedied by the Developer or its works subcontractor at their cost before the issue of the Part 2 Certificate.
- 6.2. The Developer will within
 - (a) [6 months] of the date of commencement thereof at his own expense carry out and complete the Highway Improvement Works Part 1 referred to in the First Schedule and
 - (b) [12 months] of the date of commencement of the Highway Improvement Works Part 1 referred to in the First Schedule at his own expense carry out and complete the Highway Improvement Works Part 2 referred to in the First Schedule

6.3. on the Highway Land with the consent of the Council under and subject to Section 171 of the Highways Act 1980 in a good and workmanlike manner with all reasonable skill and care and with proper materials and in accordance with the Specification so far as applicable and the Plans together with all associated and ancillary works before or contemporaneously with commencing work on the Road or Roads (provided that the Proper Officer may require the Highway Improvement Works to be carried out and completed before issue of the Part 1 certificate) save that the wearing course need not be laid until such time as the wearing course is laid on the Road or Roads unless the Proper Officer otherwise directs

6.4.

- (a) The work of constructing the estate road junction (where applicable) within the Highway Land and or the existing highway and the work of installing any apparatus in or under the Highway Land or existing highways to be executed by the Developer shall be in accordance with the Plans and the Specification and completed to the reasonable satisfaction of the Proper Officer but prior to commencing any such works the Developer shall obtain the necessary licence from the Council as the local highway authority to lay apparatus in or under the highway or any necessary authorisation by the Council as the local highway authority to undertake works within the highway such authorisation in either case not to be unreasonably withheld
- (b) This agreement does not authorise interference with statutory undertakers' apparatus or works without their consent nor the installation or use of telecommunication apparatus without any necessary statutory consent or British Telecom licence
- (c) The Developer will ensure that any works done within or under the highway in connection with the construction of the estate road junction or the installation of any apparatus will be done without undue disturbance to the highway and that the highway will remain open for use by the public at all times (save as provided by traffic regulation order)

- (d) Whilst executing any works within or under the highway the Developer will ensure that the highway be kept free of mud or deposits and cause the said works to be properly fenced and guarded and to be properly lighted during the hours of darkness
- (e) As soon as reasonably practicable after executing any works within or under the highway the Developer will make good any damage to the highway occasioned by the works to the reasonable satisfaction of the Proper Officer

7. Developer's Liability

- 7.1. THE Developer shall carry out and complete the Works at the Developer's expense in a good and workmanlike manner with all reasonable skill and care and with proper materials in accordance in all respects with the Specification and the Plans to the satisfaction of the Proper Officer within [Twelve (12)] calendar months from the date hereof
- 7.2. THE Part 1 Works shall be completed within [6] calendar months from the date hereof and the Part 2 Works shall be completed within [12] calendar months from the date hereof
- 7.3. The Developer covenants to carry out and complete the Secondary Traffic Calming Measures in accordance with the details contained in the notice referred to in sub-clauses (a) and (b) hereof to the satisfaction of the Proper Officer within two months of the date of service of such notice
 - (a) The Proper Officer may at any time before the issue of the Final Certificate carry out traffic speed measurements in accordance with The Department of Transport Circular ROADS 4/90 on the Road or Roads and if the said traffic speed measurements show the average speed at representative sites on the Road or Roads to be above 20 miles per hour then he may notify the Developer in writing that Secondary Traffic Calming Measures are required to be installed in the roads

- (b) Any notice under paragraph (a) above shall specify what Secondary Traffic Calming Measures are required and the locations in which they are to be installed

8. Warranty by Developer

- 8.1. THE Developer hereby warrants to the Council that it has and will throughout the duration of this Agreement maintain full right liberty and consent to carry out such works as may be necessary to connect the Road or Roads to a
 - (a) highway maintainable at the public expense or
 - (b) way or way to be constructed and in either case which is subject to an agreement pursuant to Section 38 of the Highways Act 1980 enabling users of the Road or Roads to continue the same mode of passage

9. Existing Apparatus

- 9.1. THE Developer shall before connecting the Road or Roads in accordance with Clause 8 give reasonable notice to any person whose apparatus may be affected and comply fully with section
 - (a) 69 of the New Roads and Street Works Act 1991 and
 - (b) 83 of the New Roads and Street Works Act 1991 as if the connection were a work to be executed for road purposes as mentioned in that section
- 9.2. and shall indemnify the Council in respect of any liability of whatsoever nature to such person and any costs and expenses reasonably incurred by the Council in respect thereof including the cost of any works or measures considered necessary by such person in consequence of the proposal to make such connection

10. Indemnity

- 10.1. THE Developer hereby indemnifies the Council and its employees servants and agents against any statutory claim for depreciation arising from the use of the Road or Roads or the Highway Improvement Works and from and against all actions costs claims and demands which may be made against the Council or its employees servants or agents in connection with the use construction or adoption of the Road

or Roads or the use or construction of the Highway Improvement Works (except to the extent that the same shall arise out of or in consequence of neglect default or liability of the Council its agents contractors or employees acting in the course of their employment) or arising directly or indirectly by reason of the failure of the Developer to perform or observe any of the terms and conditions herein contained and against any loss suffered by the Council as a result of the exercise of any third party rights (except such rights as may be pursuant to statute) in connection with the Pink Land which shall have been granted or reserved prior to the date hereof

11. Access to the Site

- 11.1. THE Developer shall at all times reasonably required by the Proper Officer and during the carrying out of the Works and the Highway Improvement Works give to the Proper officer and any other officer of the Council access to every part of the Works and Highway Improvement Works and sites thereof for the purpose of inspecting the Works and the Highway Improvement Works and taking samples free of charge of all materials used or intended to be used therein
- 11.2. [During construction of the Works, the Proper Officer may require the Developer to open up or expose any of the Works that have been covered up without previously being inspected by the Proper Officer. If the Developer fails to comply with any such request, the Council may take up or expose the relevant part of the Works causing as little damage or inconvenience as possible to or in respect of any other part or parts of the Works. The Developer shall pay the Council's [reasonable and proper] costs of such taking up, exposure and reinstatement.]

12. [Grant of Easements]

- 12.1. Before the Proper Officer issues a Final Certificate, the Developer shall, without cost to the Council, execute and complete or procure the execution and completion of:
- (a) any deeds of easement that are in the opinion of the Council necessary to secure for the Council full drainage rights to such parts of the surface water drainage system of the Road Land that are not within the Land; and

- (b) any other deeds of easement required by the Council for the future maintenance by the Council of any street furniture not within the Land.
- 12.2. The Developer shall pay the Council's proper and reasonable legal costs and disbursements in connection with the grant of any deeds of easement.
- 12.3. The Council shall not be liable for the payment of compensation or legal or any other costs or fees arising on account of the completion of any deeds of easement referred to in clause 12.1 or due to the subsequent use of the easement.]

13. The Key Stages

- 13.1. The key stages of a development in accordance with this agreement are:
 - (a) Highway Drainage;
 - (b) Site Investigation/Formation/Earthworks;
 - (c) Carriageway Sub Base;
 - (d) Kerbs & Channels;
 - (e) Carriageway Base & Binder;
 - (f) Part 1 Certificate;
 - (g) Footways & Edgings;
 - (h) Block Paved Areas;
 - (i) Carriageway Surface Course;
 - (j) Provisional Certificate, and
 - (k) Final Certificate
- 13.2. The Developer is to name a representative ("the Representative") to act as point of contact on behalf of the Developer in relation to the administration of the Key Stages process on, or as soon as reasonably practicable after, the date of this Agreement
- 13.3. The Proper Officer will provide the Representative within the relevant Key Stages documentation, as may vary from time to time
- 13.4. The Developer or the Representative must inform the Proper Officer in writing within 5 days from the completion of any of the Key Stages ("the Key Stage Completion Date") notifying the Proper Officer of the completion of the Key Stage, and invite the

Proper Officer to the Land to inspect and review the completion of the works relating to that Key Stage (Key Stage Inspection)

- 13.5. The Key Stage Inspection shall be carried out following a minimum period of 5 working days from the date the Proper Officer is notified by the Developer or Representative of the Key Stage Completion Date.
- 13.6. Following the Key Stage Inspection, the Proper Officer may:
- 13.7. if the Proper Officer deems it satisfactory, sign off the applicable Key Stage ("the Key Stage Sign Off") and confirm this to the Developer or Representative; or
- 13.8. if the Proper Officer deems it unsatisfactory, give notice to the Developer or Representative of any failure of the relevant Key Stage ("the Failure Notice"), which shall contain reasons for the failure and the works required to obtain the Key Stage Sign Off.
- 13.9. Following a Key Stage Sign Off, the Developer shall begin works in relation to the next consecutive Key Stage that is applicable in accordance with clause 1313, forthwith, and ensure the requirements of clauses 1313.3 and 1313.4 are complied with every time works in relation to a Key Stage are completed.
- 13.10. Upon the receipt of the Failure Notice by the Developer or Representative, the Developer shall carry out the works required in accordance with the Failure Notice and, as soon as the works identified in the Failure Notice have been complied with, arrange a Key Stage Inspection in accordance with clauses 1313.3 and 1313.3.
- 13.11. Should the Developer receive a Failure Notice on two occasions for the same Key Stage, the Developer shall be liable to pay an additional charge in accordance with the Council's policy or as identified in this Agreement.
- 13.12. The Developer shall not start any works in relation to a Key Stage until it has a Key Stage Sign Off for the preceding applicable Key Stage at clause 1313 PROVIDED THAT should the Developer make a request to the Proper Officer for retrospective inspections, where a Key Stage Sign Off has not been achieved before commencing works in relation to the next consecutive Key Stage that is applicable, the Developer shall be liable for the payment of all costs incurred by the Proper Officer following such retrospective request up to the issuing of a Key Stage Sign Off.

- 13.13. In addition and irrespective of any retrospective Key Stage Inspections or the outcome of such inspections, should the Developer fail to obtain the relevant Key Stage Sign Off before commencing the next consecutive Key Stage that is applicable, the Proper Officer will require the Developer to pay a sum (as calculated in accordance with the Key Stage documentation) to the Council to cover possible future risk to the Council associated with the lack of inspection and/or testing at the correct stage.
- 13.14. The Developer is responsible for ensuring that each Key Stage Sign Off is achieved at the appropriate time.

14. Part 1 Certificate and Highway Improvement Works Part 1 Certificate

- 14.1. ON the completion of the Part 1 Works to the satisfaction of the Proper Officer in all respects the Proper Officer shall issue his Part 1 Certificate to the Developer upon which the liability of the Bondsman hereunder shall reduce subject to and in accordance with Clause 28
- 14.2. ON the completion of the Highway Improvement Works Part 1 to the satisfaction of the Proper Officer in all respects the Proper Officer shall issue his Highway Improvement Works Part 1 Certificate to the Developer upon which the liability of the Bondsman hereunder shall reduce subject to and in accordance with Clause 28

15. Occupation of Buildings

- 15.1. THE Developer shall not cause or permit and shall take all steps to prevent any dwelling fronting adjoining or abutting on to or having access over the Road or Roads from being occupied until:
- (a) the Proper Officer has issued the Highway Improvement Works Part 1 Certificate and the Part 1 Certificate in respect of the Road or Roads or such part of the Road or Roads as will provide the occupier with access to a vehicular highway and where applicable a base course pedestrian access to such highway has been provided and

- (b) the Road or Roads or such part of the Road or Roads have columns erected ready for lighting in accordance with the Specification and the Plans and the Developer has arranged with the Statutory Undertaker for the supply thereto of electricity by giving at least six weeks prior notice in writing or as may be otherwise agreed in writing by the Proper Officer

16. Part 2 Certificate and Highway Improvement Works Part 2 Certificate

- 16.1. ON completion of the Part 2 Works to the satisfaction of the Proper Officer in all respects (to be determined by way of a formal inspection of all items including CCTV of any highway drainage and completion of remedials) the Proper Officer shall provided that all sewers constructed under the Road or Roads have been constructed pursuant to an agreement under Section 104 of the Water Industry Act 1991 (as amended) and have been certified by the sewerage undertaker concerned as having been constructed in accordance with that agreement (such certificate normally being by way of a "Provisional certificate" defined therein) issue a Part 2 Certificate to the Developer and from the date thereof:
 - (a) the Maintenance Period being at least twelve calendar months shall commence to run and shall continue to run until the issue of the Final Certificate
 - (b) the Developer shall remain the street manager for the purposes of Section 49 of the New Roads and Street Works Act 1991 and any statutory modification or re-enactment thereof until such time as the Road or Roads shall become a highway or highways maintainable at the public expense
- 16.2. ON completion of the Highway Improvement Works Part 2 to the satisfaction of the Proper Officer in all respects the Proper Officer shall provided that all sewers constructed in or under the Highway Land have been constructed pursuant to an agreement under Section 104 of the Water Industry Act 1991 (as amended) and have been certified by the sewerage undertaker concerned as having been constructed in accordance with that agreement (such certificate normally being by way of a "Provisional Certificate" defined therein) issue a Highway Improvement Works Part 2 Certificate to the Developer and from the date thereof the Maintenance

Period being at least twelve calendar months shall commence to run and shall continue to run until the issue of the Final Certificate

17. Obligations During the Maintenance Period

17.1. DURING the Maintenance Period:

- (a) the Developer at his own expense shall maintain the Works and the Highway Improvement Works in a good state of repair and to the satisfaction of the Proper Officer including all grassed and planted areas and carry out such routine maintenance as may be necessary or required by the Proper Officer to facilitate use by vehicles and pedestrians
- (b) the Council at its own expense shall undertake those items of maintenance of street lights and illuminated traffic signs specified in the Second Schedule For the avoidance of doubt the Developer shall undertake all other work and/or maintenance in respect thereof including but not limited to any defect or damage until the road has been adopted

18. Final Certificate

18.1. PRIOR to the issue of the Final Certificate the Developer shall forthwith at his own expense reinstate and make good any defect or damage which may have arisen from any cause whatsoever or been discovered during the Maintenance Period (including any defect in or damage to the road surface water system) (but excluding any damage or defect caused by or arising from any neglect by the Council) and such defects or damage of which he has been notified in writing by the Proper Officer so that the Works and the Highway Improvement Works comply with the Specification

18.2. AND THEN PROVIDED THAT:

- (a) the Developer has paid to the Council all amounts due to the Council under this Agreement and
- (b) the Developer has carried out any necessary reinstatement and made good any such defects or damage all of which have been completed to the satisfaction

(an indication of such satisfaction not to be unreasonably withheld) in all respects of the Proper Officer (to be determined by way of formal inspection of all items including CCTV of any highway drainage and completion of remedials) and

- (c) Where the Proper Officer has notified the Developer pursuant to Clause 7 above that the Secondary Traffic Calming Measures are required the Director Environmental Services is satisfied that a 20 mph Speed Limit can be made in respect of the Road or Roads
- (d) the Developer has delivered to the Proper Officer drawings which the Proper Officer agrees show the Works as constructed
- (e) the Developer has delivered to the Council the Health and Safety file in relation to the Road or Roads in accordance with the Construction (Design and Management) Regulations 2015 containing those matters set out in the Third Schedule
- (f) the Developer has paid the Commuted Sums to the Council as set out in the Fifth Schedule

18.3. the Proper Officer shall issue a Final Certificate to the Developer which shall have the effect of releasing the Bondsman from all liability hereunder

19. Procedure for Inspection and Issue of Certificates

19.1. WITHIN 21 days of receipt by the Proper Officer of written application from the Developer for the issue of a Part 1 Certificate Highway Improvement Works Part 1 Certificate or Final Certificate pursuant to this Agreement and within 28 days of receipt by the Proper Officer of written application from the Developer for the issue of the Part 2 Certificate or Highway Improvement Works Part 2 Certificate pursuant to this Agreement the Proper Officer shall inspect the Works and/or the Highway Improvement Works as the case may be and where necessary provide the Developer within 14 days of the inspections with a list in writing of any remedial works required to be carried out before the issue of that Certificate any such remedial works and the Works shall be and continue to be subject to the same

inspection procedure detailed herein until such time as they shall be completed to the reasonable satisfaction of the Proper Officer who within 28 days thereafter shall issue the relevant Certificate

20. Adoption

20.1. UPON the issue of the Final Certificate the Road or Roads shall become a highway or highways maintainable at the public expense PROVIDED THAT:

- (a) the Developer shall have performed and observed the covenants conditions and stipulations herein contained and on the Developer's part to be performed and observed;
- (b) such part or section of the streets shall connect directly with an existing highway maintainable at the public expense [or, at the discretion of the Council, to a dedicated public highway which shall become a highway maintainable at the public expense];
- (c) nothing in this Agreement shall impose upon the Council any liability for the future maintenance after the roads have become highway maintainable at the public expense of any foul or surface water sewers laid in or under the roads other than surface water drains included in this Agreement carrying highway water only and the Developer shall make arrangements with the appropriate authority for the future maintenance of such sewers; and
- (d) the Council will not adopt any roads where the surface and or foul water sewers have not been adopted by the appropriate authority

21. Inspection Fee

THE Council hereby acknowledges receipt of the sum of £740 in respect of legal administration cost [and the sum of £[] in respect of the inspection charges of the Council]..

22. Traffic Order

The Developer shall pay to the Council within 10 working date of written demand any costs incurred by the Council in making and implementing any orders that

regulate traffic which the Proper Officer deems necessary because of the Works and whether made or implemented before, during or after completion of the Works.

23. [Material Sampling and Testing]

- 23.1. The Developer shall, if requested by the Proper Officer, make all necessary arrangements for an independent accredited testing facility, approved by the Council, to test the materials proposed to be used in connection with the Works. The Developer shall bear the full cost of such testing and give to the Proper Officer, at no expense to the Council, copies of all material testing certificates.
- 23.2. Any material rejected by the Proper Officer acting reasonably, as a result of the tests carried out under clause 15.1 shall not be used by the Developer for any of the Works.]

24. [Keeping the Highway Clean]

- 24.1. The Developer shall:
- (a) before commencing the Works provide suitable vehicle and wheel cleaning apparatus on the Land; and
 - (b) during construction of the Works ensure the cleaning apparatus is well maintained and used by all vehicles immediately before leaving the Land to prevent mud and other materials being deposited on the highway.]

25. Termination by the Council

- 25.1. If the Developer or its employees servants or agents with or without the Developers knowledge:
- (a) does or has done anything improper to influence the Council to enter into this agreement; or
 - (b) commits an offence under the Prevention of Corruption Acts 1889 to 1916 or Section 117(2) of the Local Government Act 1972
- 25.2. the Council may terminate this Agreement and recover from the Developer any resulting losses
- 25.3. If the Developer:

- (a) or its employees servants agents or contractors commits any material breach of any of the obligations under the Developer under this Agreement (for the purposes of this Agreement the term "material breach" shall include any breach of Clause 15 or does not remedy any other breach to the reasonable satisfaction of the Proper Officer within twenty eight days of being required in writing by the Proper Officer so to do
 - (b) becomes bankrupt or makes a composition or arrangement with its creditors or has a proposal made in respect of it for a voluntary arrangement for a composition of debts or for a scheme or arrangement approved in accordance with the Insolvency Act 1986
 - (c) has an application made in respect of it under the Insolvency Act 1986 to the Court for the appointment of an Administrative Receiver
 - (d) has a Winding Up Order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed
 - (e) has a provisional liquidator receiver or manager of its business or undertaking duly appointed
 - (f) has an Administrative Receiver as defined in the Insolvency Act 1986 appointed
 - (g) has any distress or execution levied against it or its goods or assets or has possession taken by or on behalf of the holders of any fixed or floating charge on any of its property
- 25.4. then in any such circumstances the Council may without prejudice to any of its rights claims or remedies against the Developer and/or the Bondsman in respect of such non-performance or non-observance determine this Agreement (except for Clauses 26, 28 and 29 hereof) by notice in writing signed by the Proper Officer and delivered to the developer or sent by post to the address stated in this Agreement
- 26. Power to Execute Works in Default**
- 26.1. WITHOUT prejudice to Clauses 7 and 0 hereof if the Developer fails to execute or complete the Works and/or the Highway Improvement Works in accordance with the Developer's obligations hereunder the Council shall after not less than twenty-eight

days' notice in writing to the Developer be entitled to execute or complete the Works and the Highway Improvement Works or any part or parts thereof in default by its own employees or by contract or otherwise and to recover the Cost to the Council from the Developer

27. Emergency Power

- 27.1. NOTHING in this Agreement shall prevent the Proper Officer in his absolute discretion without notice to the Developer carrying out any work or taking such action as he may deem appropriate forthwith in the event of an emergency or danger to the public the Cost to the Council of such work or action being chargeable to and recoverable from the Developer

28. Bondsman's Obligations

- 28.1. IF the Proper Officer certifies to the Bondsman that the Developer has failed to perform or observe any of the conditions stipulations or obligations on his part contained in this Agreement or if the Proper Officer certifies to the Bondsman that the Council is entitled to determine this Agreement in accordance with Clause 0 (but for the avoidance of doubt the Council need not have determined this Agreement or have suffered any loss before the Council may serve notice under this Clause) the Proper Officer may without prejudice to any statutory rights or powers or any other right claim or remedy under this Agreement send to the Bondsman a Default Notice
- (a) describing in general terms (but without limitation) the Default Work to be carried out in order that the Works and the Highway Improvement Works may be completed in accordance with this Agreement; and
 - (b) containing a statement of the Default Cost due from the Bondsman which shall be the lesser of
 - (i) the Estimated Cost or
 - (ii) 75% of the Estimated Cost after the issue of the Part 1 Certificate and the Highway Improvement Works Part 1 Certificate or

- (iii) 25% of the Estimated Cost after the issue of the Part 2 Certificate and the Highway Improvement Works Part 2 Certificate

- 28.2. Within twenty-eight days after the Bondsman has received the Default Notice the Bondsman shall
 - (a) pay the Default Cost to the Council; or
 - (b) send to the Council a Bondsman's Counter Notice of the intention of the Bondsman to carry out the Default Work
- 28.3. If the Bondsman having sent the Bondsman's Counter Notice to the Council fails to start the Default Work within fifty-six days after the Bondsman received the Default Notice and thereafter at any time fails to proceed diligently with the Default Work to the reasonable satisfaction of the Proper Officer the Bondsman shall forthwith pay the Default Cost to the Council with simple interest thereon at the rate of 2 per cent per annum above the base rate from time to time of the Council's Bankers for the time being calculated from the date on which the Bondsman received the Default Notice to the date of payment to the Council
- 28.4. If the Bondsman having sent the Bondsman's Counter Notice to the Council starts the Default Work and the Default Work is not completed within four months after the Bondsman's Counter Notice was received by the Council or within such further period as may be agreed by the Council the Bondsman shall subject to sub-clause (5) forthwith on demand by the Proper Officer pay to the Council the Default Cost
- 28.5. The issue of the Final Certificate in respect of all of the Works and all of the Highway Improvement Works or the payment by the Bondsman to the Council of the Default Cost shall release the Bondsman from all liability hereunder
- 28.6. For the purposes of this Agreement a demand stated to be made hereunder and signed by the Proper Officer shall be conclusive as to the Bondsman's obligation to pay the Default Cost and there shall be no obligation or duty whatsoever on the Bondsman to consider the alternative set out in sub clause (2)(b) of this clause

29. Council's Obligations to carry out Default Work

29.1. THE Council HEREBY AGREES with the Developer and with the Bondsman for the benefit of all buildings vehicular access to which must be over the Road or Roads and for each and every one of them after payment to the Council of and to the extent that such payment meets the Cost of the Council:

- (a) to carry out the Default Work and thereafter to maintain the same as highways maintainable at the public expense
- (b) to apply the Default Cost towards the Cost to the Council and the amount so received shall be deducted from any sum which would otherwise be recoverable from the owners of premises having access from the Road or Roads under the provisions of the Highways Act 1980 or any other Act for the time being in force replacing or amending the same
- (c) in the event that the Default Cost paid by the Bondsman to the Council exceeds the cost to the Council to repay to the Bondsman within twenty-eight days after the issue of the Final Certificate in respect of all of the Works and all of the Highway Improvement Works the amount of such excess with simple interest calculated at half-yearly rests on the unexpended balance for the time being of the sum paid by the Bondsman to the Council at the Public Works Loan Board (or such other board, authority or organisation carrying out the same or similar functions and/or known by a different name) 7 to 8 year rate as at 1st April in each year

30. Partial Completion

30.1. NOTWITHSTANDING anything hereinbefore contained the Developer may from time to time during the currency of this Agreement apply to the Proper officer for a Part 1 Certificate or Highway Improvement Works Part 1 Certificate or Part 2 Certificate or Highway Improvement Works Part 2 Certificate in respect of any part of the Road or Roads (being the whole width of the Road or Roads between points to be defined in the application) or all of the Highway Improvement Works and if the Proper Officer shall be satisfied that the part so defined is in all respects suitable to

be treated as a separate road for the purposes of construction and adoption in accordance with the several provisions contained in this Agreement then he may issue a separate Part 1 Certificate or Highway Improvement Works Part 1 Certificate or Part 2 Certificate or Highway Improvement Works Part 2 Certificate as the case may be in respect of that part and thereafter the same proceedings may be taken in respect of the said part of the Road or Road or Highway Improvement Works as if the said part of the Works or Highway Improvement Works were the subject of a separate Agreement under which the terms of this Agreement applied to the said part or Highway Improvement Works separately from the remainder of the Road or Roads and Highway Improvement Works but without prejudice to the application of this Agreement to the remainder of the Road or Roads and Highway Improvement Works the liability of the Bondsman shall be reduced as may be specified in the Part 1 Certificate or Highway Improvement Works Part 1 Certificate or Part 2 Certificate or Highway Improvement Works Part 2 Certificate by the Proper Officer

31. Assignment and Sub Contracting and Highway Improvement Works

- 31.1. The Developer may not assign this Agreement without the consent of the Council
- 31.2. If the Developer shall subcontract any of its obligations hereunder whether with or without the consent of the Council the Developer shall not be relieved of any of its obligations hereunder or any liability whatsoever to the Council
- 31.3. The Developer will not cause or permit the Highway Improvement Works or any part thereof to be carried out by any person (including the Developer) unless the Proper Officer has first agreed in writing that such person may carry out the Highway Improvement Works and in the event that such consent shall be given the carrying out of the Highway Improvement Works shall not be subcontracted without the consent of the Council which consent if given will not relieve the Developer of any liability whatsoever to the Council

32. Arbitration

IN the event of any dispute arising out of this Agreement as to whether the Works or the Highway Improvement Works have been constructed in accordance with the terms hereof the same shall be referred to a sole arbitrator to be agreed between the parties or failing agreement to be appointed by the president for the time being of the Institution of Civil Engineers and in this respect this Agreement shall be construed as a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory re-enactment or modification thereof

33. Drainage

33.1. The Developer being the registered proprietor as aforesaid of inter alia the Pale Purple Land through which the Drain is to be constructed as part of the Works (subject to the said Road or Roads becoming highways maintainable at the public expense) hereby grants to the Council the right at all times without paying compensation to the Developer or its successors in title

- (a) to use inspect reconstruct relay enlarge replace maintain cleanse repair and manage the Drain
- (b) to have and enjoy the free flow and passage of water and other materials through the Drain for the purposes of highway drainage
- (c) with or without vehicles machinery servants agents workmen and others and all necessary materials to enter upon and break open and reinstate the Pale Purple Land for the purposes aforesaid
- (d) to remove and reinstate all fences walls structures trees shrubs plants and soil situate on or in the Pale Purple Land

33.2. The Council hereby agrees with the Developer that in exercising the rights granted under this clause the Council will cause as little damage as reasonably possible to the Pale Purple Land and will as soon as is reasonably practicable after completion of any works in relation to the Drain subject to sub clause (c) reinstate the Pale Purple Land in so far as is reasonably possible to its former condition

- 33.3. The Developer hereby covenants with the Council that it will not without the previous consent in writing of the Council (such consent not to be unreasonably withheld) use the Pale Purple Land for purposes other than a lawn flowerbed parking space parking forecourt or driveway or erect any structure thereon other than a boundary fence or plant any trees or build any walls thereon]

34. Variations and Non Waiver

- 34.1. The parties agree that failure by the Council or the Proper Officer at any time to enforce the provisions of this Agreement or to require performance strictly or otherwise by the Developer of any of the conditions covenants agreements or obligations of this Agreement or any failure or delay by the Council or the Proper Officer to exercise any act right or remedy shall not be construed as a waiver of or as creating an estoppel in connection with any such condition covenant agreement or obligation and shall not affect the validity of this Agreement or any part thereof or the right of the Council to enforce any provision and any variation of this Agreement agreed between the Developer and the Council which does not affect the liability of the Bondsman or the Mortgagee shall not vitiate the remainder of the Agreement which shall remain in full force and effect subject to such amendment or amendments agreed

35. Insurance

- 35.1. The Developer hereby agrees with the Council that
- (a) at least 14 days before the Road or Road shall be available for use by the public or commencing any part of the Highway Improvement Works it will
 - (i) effect the Insurance in terms hereinafter referred to and
 - (ii) produce the Insurance to the Proper Officer together with the receipts for payment of the current premiums in respect thereof
 - (b) the Insurance shall be kept in force until the issue of the Final Certificate and the Developer will

- (i) produce the Insurance together with the receipts for payment of the current premiums to the Proper Officer within seven days after
 - a. being required in writing so to do by the Proper Officer
 - b. any change in the terms of the Insurance (which the Developer shall not effect without the previous consent in writing of the Proper Officer)
 - c. any change of Insurer (which the Developer shall not effect without the previous consent in writing of the Proper Officer)
 - (ii) produce a certificate of Insurance for the ensuing year to the Proper Officer at least seven working days before the expiry of the then current insurance
 - (iii) the Insurance shall be effected with an insurer and in terms previously approved in writing by the Proper Officer (who shall not unreasonably withhold or delay his approval) in the minimum sum of Five Million Pounds (£5,000,000) (for any one claim total number of claims unlimited) such terms to include indemnity with a maximum excess of One Thousand Pounds (in the event of there being any excess the Developer shall provide a written undertaking in terms satisfactory to the Proper Officer agreeing irrevocably to be responsible for any third party claim or parts of claims within the excess amount) against any legal liability for damage loss or injury to any property or any person as a direct or indirect result of the execution of the Works or the Highway Improvement Works or any part thereof
- (c) if it shall fail upon request to produce to the Council the Insurance said receipts or the said certificate of Insurance in accordance with sub clause (b) hereof
- (i) the Council may effect and keep in force any such Insurance and pay such premium or premiums as may be necessary for that purpose which premium or premiums shall be a debt due from the Developer to the Council
 - (ii) the Developer shall cease carrying out the Highway Improvement Works and make safe the Road or Roads as may be required by the Proper

Officer until such time as the Insurance and said receipts shall be produced as aforesaid

- (iii) the Developer shall pay to the Council the Cost to the Council of taking such action and carrying out such works as the Proper Officer shall in his absolute discretion think fit to ensure the safe passage of traffic along the Road or Roads and the Highway Land

36. [Advance Payment Code]

- 36.1. On the date of completion of this agreement, the Council shall in respect of those plots detailed in column 1 of the Fourth Schedule:
- 36.2. refund to the Developer the sums shown in the second column of, paid by the Developer to the Council under the Advance Payments Code [together with simple interest at the base rate of [NAME OF BANK] from time to time, calculated from and including the date of deposit to the date of this agreement];
- 36.3. release the security, shown in the fourth column of the Fourth Schedule, given by the Developer to the Council under the Advance Payments Code.]

37. Entire Agreement

- 37.1. This Agreement shall consist of
 - (a) the Specification (and any approval issued thereunder)
 - (b) the Letter of Technical Approval (including any further Letter of Technical Approval issued by the Proper Officer)
 - (c) This document and
 - (d) The Key Stage documentation
 - (e) any documents referred to in this Agreement
- 37.2. The parties agree that in the event of any inconsistency between any documents comprising this Agreement then such documents shall prevail according to the following priority
 - (a) the Letter of Technical Approval (including any further letter of Technical Approval issued by the Proper Officer)

- (b) this document
- (c) the Specification (and any approval issued thereunder)
- (d) the Key Stage documentation
- (e) any other document comprising this Agreement

37.3. The parties agree that this Agreement comprises the entire agreement between the parties and supersedes and replaces all previous negotiations whether oral or written and each party acknowledges to the other that neither has given or relied upon any warranties representations covenants undertakings or other statements whatever and all other terms whether statutory or otherwise are hereby excluded

38. Exclusion of Council's Liability

38.1. Except in so far as such liability to the Developer and the Bondsman arises pursuant to Clause 29 any liability on the part of the Council to any person to carry out or construct the Works or the Highway Improvement Works or to ensure that the same are properly carried out or constructed is hereby excluded

39. Health and Safety at Work etc Act 1974

39.1. The Developer hereby agrees with the Council that it will ensure compliance with the Council's Code of Practice for Contractors pursuant to the Health and Safety at Work etc Act 1974 in the carrying out of all work under the terms of this Agreement

40. Construction (Design and Management) Regulations 2015

40.1. The Developer is 'the Client' for the purposes of and in accordance with the definition set out in the Construction (Design and Management) Regulations 2015 or any statutory amendment or variation of the same and the Developer hereby agrees with the Council that it will ensure that it complies with all requirements duties and obligations therein contained

41. The Contracts (Rights of Third Parties) Act 1999

41.1. It is hereby agreed and declared between the parties hereto that the provisions of The Contracts (Rights of Third Parties) Act 1999 will not apply to this Agreement

IN WITNESS whereof the parties hereto have caused this Agreement to be executed as a deed the day and year first before written

THE FIRST SCHEDULE

Part 1

Part 1 Works & Highway Improvement Works Part 1

- 1 All highway drainage, including gullies, connections, SUDs.
- 2 All other drainage contained within the highway to be adopted by the Local Water Authority
- 3 All kerb foundations and kerbs including lowering at vehicle crossings and pram-ramps
- 4 Carriageway capping, sub-base, base course and any supporting structures thereto
- 5 Carriageway binder course or running course
- 6 Demarcation of sight lines and clearance of vision splays
- 7 Street lighting columns to be erected; complete with electricity supply or evidence of a 6 week notice with the electrical contractor
- 8 Temporary road markings & signage

Part 2

Part 2 Works & Highway Improvement Works Part 2

- 1 Pedestrian ways
- 2 Carriageway wearing course including block paving where applicable]
- 3 Vision splays and verges
- 4 Street lighting and street furniture
- 5 Street name plates
- 6 Road markings and signage
- 7 All other works described in the Specification and shown on the Plans

THE SECOND SCHEDULE

Maintenance of lights by the Council

When the installation has been accepted by the Council (determined by the issue of the Part 2 Certificate) the Council will assume responsibility for energy and planned maintenance of the lighting system. FOR THE AVOIDANCE OF DOUBT the Developer will be responsible for non-routine maintenance (such as lamp failures), the complete installation and commissioning of each light in accordance with the Specification.

THE THIRD SCHEDULE

Health and Safety file

- 1 Construction details of the Road or Road
- 2 As built plans showing the position of services within the Road or Road including connections up to the back of the footway edging to be based on Topo Survey during the Maintenance Period and overlaid onto OS map.
- 3 As built plans showing the surface water drainage for the Road or Roads to be based on Topo Survey during the Maintenance Period and overlaid onto OS map
- 4 As built plans showing the position of street lighting columns and the associated service cables to be based on Topo Survey during the Maintenance Period and overlaid onto OS map
- 5 a Method Statement from the Contractors
- 6 items encountered in the Road or Roads during construction and whether removed or left in situ
- 7 any other matters which the Site Manager considers should be contained within the Health and Safety File
- 8 Stage 3 Road Safety Audit, exception response and works programme in line with HD19/15 and any updates.

THE FOURTH SCHEDULE

Advance payment code

Plot number	Sum (£)	Date of Advance Payments Code notice and reference	Form of security given
[PLOT NUMBER]	£[AMOUNT]	[DATE] [REFERENCE]	[CASH] [CHARGE]
[PLOT NUMBER]	£[AMOUNT]	[DATE] [REFERENCE]	[CASH] [CHARGE]

THE FIFTH SCHEDULE

Commuted Sums

Item	Commuted Sum
[DESCRIPTION OF ITEM]	£[AMOUNT]

EXECUTED as a deed by
(signature of Director)

[DEVELOPER]

acting by

..... a director,
(name of Director)

in the presence of:

.....
(signature of Witness)

Name of Witness

Address of Witness

.....

Occupation of

EXECUTED as a deed by
(signature of [Director])

[DIRECTOR]

in the presence of:

.....
(signature of Witness)

Name of Witness

Address of Witness

.....

Occupation of

EXECUTED as a deed by
(signature of Director)

[MORTGAGEE]

acting by

..... a director,
(name of Director)

in the presence of:

.....
(signature of Witness)

Name of Witness

Address of Witness

.....

Occupation of

The **COMMON SEAL** of)

[SURETY])

was hereunto affixed in the presence of:)

The **COMMON SEAL** of)

SWINDON BOROUGH COUNCIL)

was hereunto affixed in the presence of:)