**BONDING DEED**

**FOR PERFORMANCE SECURITY ASSOCIATED WITH OPERATIONAL WORKS PERMIT:**

………………………………………………………………………………………………………………………

This Deed is effective as at ……………………………………………………………………………………..

In favour of: ……………………………………………………………… in the State of Queensland (hereinafter referred to as “the Council”) of the one part

By the Applicant: ………………………………………………………………………………………………….

**RECITALS**

A. A Development Approval has been issued by the Council in respect of the land described in Part 1 of the Schedule hereto and is hereinafter referred to as ‘the approval’.

B. Council is prepared to accept security pursuant to the Capricorn Municipal Design Guidelines, Construction Procedures CP1.07 and/or Section 67 of the Planning Act 2016.

**Now this agreement witnesses and the parties hereto acknowledge and agree as follows:**

**APPLICANT’S WARRANTIES**

The Applicant covenants that:

1. The conditions of approval as set out in the Operational Works Decision Notice …………………… dated ……………………….. will be completed to the required standards as stated in the approval.
2. Specifically Condition 2.1 states the circumstances that the Construction Security Bond monies will be utilised for if the required standards and/or conditions of the approval are not complied with for the duration of the works.
3. To secure to the Council the due fulfilment by the Applicant of the obligations under this Deed, the Applicant shall provide to the Council a bond in a form satisfactory to the Council (Bank Guarantee or Cash Bond) to the value of the amount specified in Part 2 of the Schedule attached hereto. **The Bank Guarantee is to have no termination date.**
4. Should the Applicant fail to comply with the conditions within one (1) week of written notification of such non-compliance, then the Council shall be entitled to use or require of the bank providing the bond, payment of all or any part of the monies mentioned in the bond. The Council may expend such monies on remedying any matters of non-compliance related to the approval.
5. The Applicant undertakes that it will not interfere with the recovery by the Council of monies from the said bank notwithstanding the existence of any dispute between the Council and the Applicant.
6. The Council may exercise its rights under this Deed against the Applicant or against the bank providing the bond or partly against the Applicant and partly against the bank providing the bond.
7. The Council is hereby authorised to carry out such other work or development including any addition or extension to any work or development being carried out by the Applicant whether within or outside, or partly within and partly outside the perimeter of the land described in Part 1 of the Schedule as the Council may reasonably consider necessary to mitigate the effects of any incomplete, or improperly completed, partly completed work of the Applicant, or make any such incomplete, improperly completed or partly completed work, in the opinion of Council, effective or useful.
8. For the purposes of exercising its rights under this Deed, the Council and its members, agents, servants, employees, contractors and sub-contractors and others whether of a class mentioned or not and authorised by the Council shall have the full and free right and liberty to enter upon the land described in Part 1 of the Schedule with all necessary vehicles, plant, equipment and the like.
9. No waiver by the Council of any breach by the Applicant of any of the provisions of this Deed shall be implied against the Council or will be otherwise effective unless the same shall be in writing under the hand of the Council and no latches or delays by the Council at any time or times in enforcing any of its rights, powers and the like under this Deed shall prejudice or effect those rights or powers.
10. Nothing contained in this Deed shall affect, prejudice or derogate from the requirements of any statute, proclamation, Order in Council, Regulation or By-laws or from the rights, powers and authorities of the Council under the provisions of any enactment or under any policy of the Council.
11. The Applicant will at all times hereafter keep the Council indemnified against all actions, proceedings, liability claims, damages, costs and expenses of any nature whatsoever which may arise directly or indirectly from any incorrect or misleading information contained in the Certificate or from the Applicant’s failure to comply with Clause 1.

**FINAL RELEASE OF BOND DOCUMENT**

The Applicant agrees that the bond referred to in Clause 2 shall be released by Council within one (1) month after the satisfactory compliance of the conditions, or any remedial works have been finally and satisfactorily executed and accepted by Council.

**SCHEDULE**

Part 1:

**Operational Works Permit Number:** …………………………………………………………………………

**Description of land:** …………………………………………………………………………………………….

Part 2:

**Bond amount:** ……………………………………………………………………………………………..........

**SIGNATURE OF APPLICANT/WITNESS**

Applicant Details:

**Full name:**

**Title:**

**Signature:** ……………………............................................ **Date:** ………………………………….

Witnessing Officer:

**Full name:**  **Signature:**

**GRANT/EXECUTION**

Accepted by ………………………………………………………………… under Delegated Authority:

**Full name:**

**Title:**

**Signature:** ………………………………………….. **Date:** ……………………………………………

Witnessing Officer:

**Full name:** ………………………………………….. **Signature:** ……………………………………..