

STYLE ROAD BOND

WHEREAS THE WEST LOTHIAN COUNCIL, incorporated under the Local Government Etc. (Scotland) Act 1994 and having its Headquarters at West Lothian Civic Centre, Howden South Road, Livingston, EH54 6FF, as roads authority (hereinafter referred to as "the Council") have, in terms of Section 21 of the Roads (Scotland) Act 1984 issued to ## [developer] , (Registration No: ## ) having their registered offices at ## (hereinafter referred to as "the Developers") construction consent number ## W/??/????? authorising the construction of roads and associated works at the Developers' housing development to be known as ## and situated at ## AND WHEREAS in terms of Section 17 of the said Roads (Scotland) Act and the Security for Private Road Works (Scotland) Regulations 1985, as amended, the Developers are prohibited from carrying out works in respect of the provision of housing accommodation *ex adverso* the roads covered by the said construction consent without security in accordance with the said Regulations first being provided:

NOW THEREFORE WE ## [guarantor] having our registered office at ## undertake to the Council that in the event of the Developers failing to construct the said roads and associated works in accordance with the terms of the said construction consent and the specification and plans annexed and signed as relative thereto we shall pay to the Council such sum of money as may be required by the Council for the construction, or the completion of construction, of the said roads and associated works in accordance with the terms of the said construction consent: PROVIDED THAT (First) the sum payable by us the said ## (bank / company) shall not exceed ## POUNDS STERLING and (Second) our obligation in terms of these presents shall remain in full force and effect until such time as the roads specified in the said construction consent are, in terms of the said Roads (Scotland) Act, added to the list of public roads, which addition to the said list shall *ipso facto* discharge our liability in terms of these presents, but without prejudice to the earlier release by the Council of the security effected by these presents, in whole or in part, in terms of Regulation 15 of the said Security for Private Road Works (Scotland) Regulations 1985, as amended: IN WITNESS WHEREOF ## (testing clause)