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United Kingdom Performance Bond (ABI)

The Guarantee Bond is made as a deed between the following parties whose names and registered office addresses are set out in the schedule to this bond ("the Schedule"): -

- (1) The "Contractor" as principal
- (2) The "Guarantor"; as guarantor; and
- (3) The "Employer"

Whereas

- (1) By a contract (the "Contract") entered into or to be entered into between the Employer and the Contractor particulars of which are set out in the Schedule the Contractor has agreed with the Employer to execute works (the "Works") upon and subject to the terms and conditions therein set out.
- (2) The Guarantor has agreed with the Employer at the request of the Contractor to guarantee the performance of the obligations of the Contractor under the Contract upon the terms and conditions of this Guarantee Bond subject to the limitations set out in clause 3.

Now this deed witnesses as follows: -

1. The Guarantor guarantees to the Employer that in the event of the insolvency of the contractor as defined in the Schedule the Guarantor shall subject to the provisions of this Guarantee Bond satisfy and discharge the damages sustained by the Employer as established and ascertained pursuant to and in accordance with the provisions of or by reference to the Contract and taking into account all sums due or to become due to the Contractor.
2. The damages payable under clause 3 of this Guarantee Bond shall include (without limitation) any debt or other sum payable to the Employer under the Contract following insolvency (as defined in the Schedule) of the Contractor.
3. The maximum aggregate liability of the Guarantor and the Contractor under this Guarantee Bond shall not exceed the sum set out in the Schedule (the "Bond Amount") but subject to such limitation and to clause 5 the liability of the Guarantor shall be co-extensive with the liability of the Contractor under the Contract.
4. The Guarantor shall not be discharged or released by any alteration of any of the terms, conditions and provisions of the Contract or in the extent or nature of the Works and no allowance of time by the Employer under or in respect of the Contract or the Works shall in any way release, reduce or affect this liability of the Guarantor under this Guarantee Bond.
5. Whether or not this Guarantee Bond shall be returned to the Guarantor the obligations of the Guarantor under this Guarantee Bond shall be released and discharged absolutely upon Expiry (as defined in the Schedule) save in respect of any breach of the Contract which has occurred and in respect of which a claim in writing containing particulars of such breach has been made upon the Guarantor before Expiry.

Performance Bonds Online is a trading form of Evolution Insurance Solutions Limited (EISL). EISL is company registered in the United Kingdom under company number 06092127 and is authorised and regulated by the Financial Services Authority under number 472438.
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6. The Contractor having requested the execution of this Guarantee Bond by the Guarantor undertakes to the Guarantor (without limitation of any other rights and remedies of the Employer or the Guarantor against the Contractor) to perform and discharge the obligations on its part set out in the Contract.
7. This Guarantee Bond and the benefits thereof shall not be assigned without the prior written consent of the Guarantor and the Contractor.
8. The parties to this Guarantee Bond do not intend that any of its terms will be enforceable, by virtue of The Contracts (Rights of Third Parties) Act 1999 or otherwise, by any person not a party to it.
9. This Guarantee Bond shall be governed by and construed in accordance with the laws of England and Wales and only the Courts of England and Wales shall have jurisdiction hereunder.



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The Schedule

The Contractor	whose registered office address is at
The Guarantor	whose registered office address is at 260/262 Main Street, Gibraltar
The Employer	whose registered office address is at
The Contract	A Contract [dated the day of 200] [to be entered into] between the Employer and the Contractor in the form known as [] for the construction of works comprising [] for the original sum of [] pounds sterling (£[])
The Bond Amount	The sum of £[] pounds sterling (£[]) <i>[Insert and provisions for reduction of the Bond Amount]</i>
Insolvency:	(a) composition or arrangement is made with all or any of his creditors; (b) a voluntary arrangement for a composition in satisfaction of his debts or scheme of arrangement of his affairs is approved under Part 1 of the Insolvency Act 1986; (c) an order is made for his bankruptcy or compulsory winding-up; (d) a resolution is passed for his voluntary winding-up (otherwise than for the purposes of reconstruction or amalgamation); (e) an administration order is made under the provisions of Part II of the Insolvency Act 1986; (f) a receiver or administrative receiver is appointed over all or part of his undertaking or assets; (g) possession is taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to a floating charge; or (h) he makes any arrangement for the benefit of his creditors or takes or suffers any similar action in consequence of debt.
Expiry	The Guarantor shall be released and discharged from their obligations under the above Guarantee Bond from the date of issue of the Certificate of Practical Completion which shall be conclusive for the purposes of this Guarantee Bond



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In witness whereof the Contractor and the Guarantor have executed and delivered this Guarantee Bond as a Deed this day of 200

Executed and delivered as a deed by

CONTRACTOR

DIRECTOR

DIRECTOR

Executed and delivered as a deed by Evolution Insurance Company Limited

GUARANTOR

DIRECTOR

DIRECTOR/SECRETARY
