BOND GIVEN BY A BANK AS A DEED IN RESPECT OF A SINGLE CONTRACT

Name of Issuing Bank: .....

Address: .....

To: The Secretary of State for Defence

We refer to the contract number 708294450 (the 'contract'), as may be amended at any time, to be awarded / awarded on [insert contract date] to [insert contractor's full corporate name] whose registered number is [insert company registered number] (the 'contractor') and we hereby irrevocably and unconditionally agree:

1. to pay you any amount or amounts not exceeding in aggregate the sum of £[insert sum] upon receipt by us at [insert address] of your first demand in writing certifying that any one or more of the following has occurred:

   a) the contractor has failed in any respect duly to perform and observe, or is otherwise in breach of any of its obligations in and arising from the contract; or

   b) any of the contractor's obligations in and arising from the contract are or become void, voidable, unenforceable or otherwise ineffective; or

   c) the contract has been terminated owing to a breach or an event of default on the part of the contractor; or

   d) a receiver, administrative receiver, administrator, liquidator or similar officer is appointed over any or all of the contractor's undertaking or assets;

For the purposes of this bond any such demand and certification(s) shall be conclusive evidence (and admissible as such) of the statements and the amounts claimed therein;

2. that this bond shall not be affected by any insolvency (including, without limitation, winding up, administration, receivership or administrative receivership), amalgamation, reconstruction, change of name, ownership, control or status or any legal limitation relating to, by or of the contractor or any other person or, where the contractor is a partnership, by any change in the partners;

3. that we shall not be discharged or released from our obligations under this bond by any arrangement or agreement made between you and the contractor or a receiver, administrative receiver, administrator, liquidator or similar officer of the contractor, or by any renegotiation, substitution, alteration, amendment or variation (however fundamental) and whether or not to our disadvantage, to or of, the obligations imposed upon the contractor or any other person or by any forbearance granted by you to the contractor or any other person as to payment, time, performance or otherwise or by any release or variation (however fundamental) of, any invalidity in, or any failure to take, perfect or enforce any other indemnity, guarantee or security in respect of the obligations to which this bond relates or by any other matter or thing which but for this provision might exonerate us and this notwithstanding that such arrangement, agreement, renegotiation, substitution, alteration, amendment, variation, forbearance, matter or thing may have been made, granted or happened without our knowledge or assent;
4. that no failure to exercise or any delay in exercising on your part any right or remedy under this bond or under the contract or any other agreement shall operate as a waiver of such right or remedy;

5. that no settlement or discharge between you and us or the contractor shall be effective if any payment to you in respect of the contractor's or our obligations to you is avoided or reduced by virtue of any provisions or enactments relating to bankruptcy, insolvency, liquidation or similar laws of general application from time to time and if such payment is so avoided or reduced, you shall be entitled to recover from us the amount of such payment as if such settlement or discharge had not occurred;

6. that you shall not be obliged, before exercising any of your rights under this bond, to take any action against, or make any demand from, the contractor or any other person;

7. that our obligations under this bond are continuing obligations and shall not be considered satisfied, settled or terminated by your giving of any approvals, or taking delivery of any goods, or accepting any performance under the contract and no single, cumulative or partial exercise by you of any right or remedy under or arising from this bond shall prevent any further exercise;

8. that any demand(s) complying with all the requirements hereof must be received by us on or before [insert date];

9. that all payments under this bond shall be made without set-off, counter claim or other deduction;

10. that this bond shall be governed by and construed in accordance with English law. The parties irrevocably submit to English jurisdiction to the exclusion of all foreign jurisdiction, save that foreign jurisdictions may apply solely for the purposes of giving effect to this paragraph and for the enforcement of any judgment, order or award given under English jurisdiction.

Dated this [ ] day of [ ] 20[ ]

Executed as a deed by [full name of party] as Attorney and on behalf of [bank][1] in the presence of:

……[signature of party]

.....[Signature of Witness (Bank Official)]
[Address of Witness]
[Occupation of Witness]

[1] This execution clause should be changed if the bank or other corporate entity giving the bond is executing it in one of the other methods listed in the accompanying guidance (see Execution).