



Bond Allocation Cancellation Agreement

BACKGROUND

This form of agreement is used to cancel a Bond Allocation Agreement that has been signed in conjunction with a Rolling Bond and Licence Deed between the Applicant and Council.

Agreement Particulars

Applicant

Insert name of the applicant. Include ACN if a company.

--

Land

Insert details of the land to which the bond relates (as described in the Rolling Bond and Licence Deed).

Lot	Plan	Address

Date of signing of Bond Allocation Agreement

Date signed by Applicant:

Date signed by Council:

Amount of Security Bond previously allocated and now being released

Insert how much of the Security Bond is being allocated by this agreement.

\$	
----	--

What was that amount allocated as security for?

- Incomplete Works
 Maintained Works
 Public (Municipal) Works to be carried out on Council or private land

Is this agreement being signed for the Applicant by Authorised Delegate(s)?

- No
 Yes

Special conditions

Insert any special conditions.

--

Agreement Conditions

1. In this agreement:

Bond Allocation Agreement – means the agreement with that title, as described in the Agreement Particulars, which was entered into for the purposes of the Rolling Bond and Licence Deed

Rolling Bond and Licence Deed – means the deed to which the Applicant and Council are parties and

Agreement Conditions

which refers to the same land as is described in the Agreement Particulars, even if the deed refers to a larger parcel of land or it refers to the same land but by a now superseded real property description.

2. The Applicant and Council agree that the Bond Allocation Agreement is cancelled.
3. The effect of the cancellation is that the amount that was allocated under the Bond Allocation Agreement as security for the purpose described in the Agreement Particulars now forms part of the Unallocated Security Bond Amount for the purposes of the Rolling Bond and Licence Deed.
4. If there are any special conditions in the Agreement Particulars, those special conditions prevail over these Agreement Conditions to the extent of any inconsistency between the two.
5. A term that is used but not defined in this agreement, and which has a definition in the Rolling Bond and Licence Deed, has that defined meaning unless the context in which the term is used indicates a different intention.
6. If the Agreement Particulars indicate that this agreement is being signed for the Applicant by Authorised Delegate(s), then each person signing this agreement for the Applicant warrants that he or she is an Authorised Delegate.

Execution by Applicant (if a company)

Executed as a deed by the Applicant under section 127 of the Corporations Act 2001

If the Applicant has only one director who is also its company secretary, and has only one director and no company secretary, that director must sign

Otherwise, the signatures of two officers (each of whom must be a director or company secretary) is required

Signature of director/company secretary

Name of director/company secretary signing above

Signature of director/company secretary

Name of director/company secretary signing above

Date signed

Execution by Applicant (if an individual or if being signed by an Authorised Delegate for the Applicant)

Signed, sealed and delivered by the Applicant

Signature of Applicant/Authorised Delegate

Name of Applicant/Authorised Delegate signing above (and position title if an Authorised Delegate)

Signature of witness

Name of witness signing above

Date signed

Execution by Applicant (if an individual or if being signed by an Authorised Delegate for the Applicant)

Signed, sealed and delivered by the Applicant

Signature of Applicant/Authorised Delegate

Name of Applicant/Authorised Delegate signing above (and position title if an Authorised Delegate)

Signature of witness

Name of witness signing above

Date signed

Execution by Council

Signed, sealed and delivered for Council as duly authorised delegate under section 238 of the *Local Government Regulation 2012*

Signature of Council chief executive officer/delegate

Name/position of person signing above

Signature of witness

Name of witness signing above

Date signed

Information Privacy Collection Notice

Ipswich City Council is collecting your personal information in accordance with the *Integrated Planning Act 1997*, *Sustainable Planning Act 2009* or *Planning Act 2016* so that we can process your application and perform our responsibilities under the planning legislation. We will not disclose your personal information outside of Council unless we are required by law or you have given your consent. However, in order to perform the above functions we may need to disclose your personal information to the Chief Executive who may in turn make this information available to others in accordance with the Regulation. By complete and signing this form and returning it to Council, we will consider that you have given us your consent to manage your personal information in the manner described in Council's Privacy Statement, Personal Information Digest and this collection notice.