

**THE WEST COAST REGIONAL COUNCIL**

**CASH BOND  
TO SECURE COMPLIANCE  
WITH TERMS AND CONDITIONS OF A RESOURCE CONSENT  
AND/OR TO REMEDY ANY ADVERSE ENVIRONMENTAL EFFECTS**

BY THIS BOND received this

day of

20

(Name of holder of resource consent)

(hereinafter called “the Consent Holder”)

their successors and assigns, are jointly and severally bound to pay the West Coast Regional Council (hereinafter called the “Council”)  
the guarantee sum of \$\_\_\_\_\_

## PURPOSE

The Consent Holder has applied under the Resource Management Act 1991 (hereinafter referred to as "the Act") for resource consent, such application bearing number \_\_\_\_\_ for the purpose of

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## STATUTORY AUTHORITY

Section 108 (2) (b) of the Resource Management Act provides that a resource consents may include a condition requiring that a bond/deposit given in respect of the performance of any one or more of the conditions of the resource consent.

Section 108A (2) (f) of the Resource Management Act provides that the Council may require the holder of resource consent to provide a guarantor to bind itself to pay for the carrying out and completion of any condition in the event of any default of the holder or any occurrence of any adverse environmental effect requiring remedy

## GUARANTEE SUM

A bond/deposit (Cash) in the aggregate sum of \_\_\_\_\_ (\$ \_\_\_\_\_) is required in respect of the performance of the conditions stated in the resource consent and in the respect of the carrying out and completion of any condition in the event of any default of the holder or any occurrence of any adverse environmental effect requiring remedy.

## CONDITIONS

- A. The Consent Holder has agreed to enter into and execute this Cash Deposit Bond.
- B. Payment will be only made forthwith upon receipt of a written demand signed by the Council. Payment or part payments will be made as demanded under the cash deposit bond up to the sum secured under this cash deposit bond.
- C. This cash deposit bond shall be and remain in full force and effect throughout the term of the consent and until all obligations under the consent have been performed.
- D. The Council, after demanding payment under this cash deposit bond and receiving the said payment, shall return so much thereof as remains unexpended in the Council's hands.

- E. The Consent Holder shall not be released from any liability under this cash deposit bond by reason of:
- a. any alteration in the obligations of the Consent Holder under the resource consent; or
  - b. any forbearance or waiver of allowance of time by the Council in respect of any terms or conditions of the resource consent or in respect of any of the Consent Holder's obligations under the resource consent.

THIS Deed has been executed the day and the year first hereinbefore written.

**SIGNED BY** \_\_\_\_\_ as the Holder / Director/  
Authorised Signatory  
**(indicate which)**

In the presence of \_\_\_\_\_ Signature of Witness

Name of witness: \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

**SIGNED BY** \_\_\_\_\_ as the Holder / Director/  
Authorised Signatory  
**(indicate which)**

In the presence of \_\_\_\_\_ Signature of Witness

Name of witness: \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

**SIGNED BY** \_\_\_\_\_ as the Holder / Director/  
Authorised Signatory  
**(indicate which)**

In the presence of \_\_\_\_\_ Signature of Witness

Name of witness: \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_