

Highways Agency Consultancy Contract

Parent Company Guarantee

February 2012

3. If the Consultant shall fail to so perform any of his obligations under the Contract or any of his liabilities arising out of or in connection with the same, the Guarantor shall forthwith perform such obligations or liabilities on the same terms or conditions as contained in the Contract or cause a third party acceptable to the Employer to so perform such obligations or liabilities on the same terms and conditions, the due or forthwith performance of which the Guarantor shall guarantee by virtue of this Guarantee as if such third party were the Consultant.
4. The variation, amendment, extension or suspension of the Contract or the giving of time by the Employer or any negligence or forbearance by the Employer in enforcing its obligations either under the Contract or under this Guarantee or any other indulgence, concession or arrangement granted, made or entered into by the Employer shall not in any way prejudice the Guarantor's obligations under this Guarantee to the Employer, in whole or in part, pursuant to the terms thereof.
5. The Guarantor hereby authorises the Consultant and the Employer to make any amendment or variation to the Contract, the due performance of which amendment or variation shall be likewise guaranteed in accordance with the terms of this Guarantee.
6. The rights and liabilities of the Guarantor under this Guarantee shall be co-extensive with the rights and liabilities of the Consultant under the Contract. For such purposes the terms and conditions of the Contract are deemed to be incorporated within this Guarantee.
7. The Employer may assign the benefit of this Guarantee without the prior written consent of the Guarantor provided that this Guarantee is only assigned as part of the Contract. The Guarantor shall not assign or part with any interest whatsoever.
8. Any notice or other communication required under this Guarantee shall be given in writing and shall be deemed to have been properly given if compliance is made with Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962).
9. No person who is not a party to this Guarantee shall have a right to enforce any term of the Guarantee by virtue of the provisions of the Contracts (Rights of Third Parties) Act 1999.
10. The Guarantee shall come into force on the day it is dated. This Guarantee shall continue in effect until all the obligations and liabilities of the Consultant under or in connection with the Contract have been performed and complied with and notwithstanding any change in the shareholding by the Guarantor in the Consultant but in any event this Guarantee shall expire in full not later than *[insert date - being 12 years after the Completion Date]*.

11. This Guarantee is subject to English law and the jurisdiction of the English Courts.

Delivered as a deed on the date of this document.

Executed by *[insert name of ultimate Parent Company]*

In the presence of:

Director

Director/Company Secretary

The corporate seal of **THE SECRETARY OF STATE FOR TRANSPORT** is affixed and is authenticated by:

[] (Print name of authorised signatory)

.....

Signature
Authorised by Secretary of State