

## APPENDIX 3.2

### PARENT COMPANY GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

1. In this Guarantee the following words and phrases shall mean:-
  - 1.1. "**Contract**" means the construction contract entered into between the Employer and the Contractor (Contract Reference No. \_\_\_\_\_) and such amendments or additions to the Contract as may be agreed in writing between the parties
  - 1.2. "**Contractor**" means [Insert].
  - 1.3. "**Employer**" means Airports Company South Africa SOC Limited, a company registered in accordance with the laws of the South Africa.
  - 1.4. "**Expiry Date**" means [Insert].
  - 1.5. "**Guarantee**" means this on demand, unconditional, irrevocable parent company guarantee, which is independent and/or separate from the underlying Contract.
  - 1.6. "**Guarantor**" means [Insert name of company], duly registered in accordance with the laws of the [insert the country in which the parent company is incorporated]
2. If, for any reason, the Contractor fails to perform its obligations and liabilities and comply with the terms and conditions of the Contract, the Guarantor hereby undertakes to, in place of the Contractor, perform all and any of the Contractor's obligations at no additional cost to the Employer and indemnify the Employer against any losses, damages and expenses (including legal expenses) arising from or as a result of the Contractor's breach of the Contract.
3. If the Guarantor fails to comply with the terms of this Guarantee upon receiving written notice from the Employer, the Employer may itself procure such performance and the Guarantor shall indemnify the Employer for any additional costs or expense it incurs.
4. This Guarantee shall come into full force and effect on the date when the Contract comes into full force and effect and shall continue in full force and effect until all the Contractor's obligations



and liabilities under the Contract have been discharged as evidenced by the Final Approval Certificate (as defined in the Contract).

5. Upon expiration of this Guarantee, the Employer shall without any delay return this Guarantee to the Guarantor and all its liabilities in terms of the Contract shall be discharged.
6. The obligations under this Guarantee constitute direct primary, irrevocable and unconditional obligations, do not require any previous notice to or claim against the Contractor, and shall not in any way be released or discharged or otherwise absolved of liability hereunder by reason of any arrangement or change in relationship made between the Contractor and the Employer and/or between the Guarantor and Contractor; nor any alteration in the obligations undertaken by the Contractor or in the terms of the Contract; nor any indulgence, failure, delay by the Employer as to any matter; nor any dissolution or liquidation or such other analogous event of the Contractor (whether or not the Guarantor has notice thereof).
7. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
8. This Guarantee shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the High Court of the Republic of South Africa.
9. This Guarantee, with the required demand notice shall be regarded as a liquid document for the purposes of obtaining a court order.
10. The Guarantor chooses as its *domicilium citandi et executandi* for all purposes in connection with this Guarantee at the Guarantor's Address.
11. If at any time any one or more of the provisions of this Guarantee is or becomes illegal, invalid or otherwise unenforceable in any respect neither the legality, validity or enforceability of the remaining provisions of this Guarantee, nor the legality, validity or enforceability of such provision, under the law shall in any way be affected or impaired as a result.



SIGNED at \_\_\_\_\_ on \_\_\_\_\_ Day of \_\_\_\_\_ 202\_\_\_\_

For and on behalf of the **GUARANTOR**, duly authorised and warranting such authority

Full Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

Witness: \_\_\_\_\_

**[Insert Guarantor's stamp]**