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Establishment: Oxford Combined Court

Project: Emergency Covid Works

BPRN: 435/20/6114

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## COMMENCEMENT AGREEMENT

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Commencement Agreement	
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B	Construction Phase Health and Safety Information Pack
C	Pre-commencement surveys
D	Planning issues
E	Developed Project Brief and Project Proposals Including: <ul style="list-style-type: none"><li><input type="checkbox"/> Signed DPP Form of Tender</li><li><input type="checkbox"/> Summary scope of works</li><li><input type="checkbox"/> Sequence drawings</li><li><input type="checkbox"/> Drawing Register</li><li><input type="checkbox"/> Specifications and Drawings</li><li><input type="checkbox"/> Sustainability Statement</li><li><input type="checkbox"/> Quality Management Plan</li><li><input type="checkbox"/> Statement of any derogations from MOJ standard specifications</li></ul>
F	List of Specialists
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The Partnering Team members, as named below, in accordance with and subject to the terms of a partnering contract dated the 24<sup>th</sup> day of March 2021 (the 'Partnering Contract') made between them in relation to:

Project: Emergency Covid works comprising of the replacement of AHUs in the first floor plant room, FCUs, VAVs, the existing distribution boards, gas fired boilers, emergency lighting, switches, isolators and asbestos removal. Site: Oxford Combined Court, St Aldates, Oxford OX1 1TL

The Partnering Team members:

Client	Secretary of State for Justice
Constructor and Lead Designer	Tilbury Douglas Construction Limited
Client Representative	Faithful + Gould Limited
Cost Consultant	Gleeds Advisory Limited
Principal Designer	Tilbury Douglas Construction Limited

Agree under this Commencement Agreement that:

1. Words and expressions used in this Commencement Agreement shall have the same meanings as in the Partnering Contract.
2. To the best of their knowledge the Project is ready to commence on Site.
3. The following details shall apply by reference to the listed clauses of the Partnering Terms:

Agree under this Commencement Agreement that: (Continued)

Reference in  
Partnering Term

Clause 6.2	The Project Timetable is included in the Developed Project Proposals attached as Appendix A
Clause 6.2	Date of Possession  16 <sup>th</sup> March 2022
Clause 6.2	Date for Completion  23 <sup>rd</sup> December 2022
Clause 6.3	Project in sections  As per the Partnering Timetable and Project Timetable and Special Term 28.11 of the Project Partnering Agreement.
Clauses 6.4 and 15.3 (i)	Parts of site in exclusive or non-exclusive possession:  As per the Partnering Timetable and Project Timetable and Special Term 28.11 of the Project Partnering Agreement.
Clauses 6.4 and 15.3 (i)	Constraints on Site possession/access  All in accordance with Special Term 28.11 of the Project Partnering Agreement. Arrangements for Client access to be agreed.
Clauses 6.4 and 15.3 (i)	Arrangements for deferred or interrupted Site possession  As per the Partnering Timetable and Project Timetable and Special Term 28.11 of the Project Partnering Agreement.

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Clause 7.1                      The Construction Phase Plan is within the Health and Safety Information Pack which is included in Appendix B

Clause 8                        Project Brief and Project Proposals are included in Appendix E

Agree under this Commencement Agreement that: (Continued)

Reference in  
Partnering Terms

Clause 12                      The Agreed Maximum Price is £4,376,131.84 (exclusive of VAT)

Clause 12                      The Price Framework is included in Appendix G

Clause 18.2                    The risk sharing arrangements are detailed in the Appendix G

Clause 18.3(iii)                Third party consents entitling claim for extension of time  
  
None other than those items identified as Client Risk items within the Risk Register

Clause 18.3(xvi)               Additional events entitling claim for extension of time  
  
None other than those items identified as Client Risk items within the Risk Register

Clause 18.5                    Adjusted extensions of time entitling additional Site Overheads  
  
None other than those items identified as Client Risk items within the Risk Register

Clause 18.6                    Adjusted extensions of time entitling claim for unavoidable work/expenditure  
  
None other than those items identified as Client Risk items within the Risk Register

Clause 18.9 Exceptions to Constructor risk as to Site

None other than those items identified as Client Risk items within the Risk Register

Agree under this Commencement Agreement that: (Continued)

Reference in  
Partnering Terms

Clause 19.1 Insurance of the Project shall be taken out by the Constructor

Insurance of all existing structures (and their contents) shall either be taken out by the Client and or the Client shall bear the risk of loss or damage thereto.

With waiver of rights of subrogation against:

Not applicable

With the following percentage addition for fees:



With the following additional or adjusted risks:

None required

Agree under this Commencement Agreement that: (Continued)

Reference in  
Partnering Terms

Clause 19.1	Insurance third party property damage by the Constructor in the sum of: None required.
Clause 19.5	Environmental Risk Insurance by:  None required
Clause 19.6	Latent Defects Insurance by:  None required
Clause 19.7	Whole Project Insurance by:  None required
Clause 19.9	Amount and form of any advance payment guarantee/performance bond/parent company guarantee/retention bond:  None required.
Clause 27.2	Problem-Solving Hierarchy is as attached to the Partnering Contract
Clause 28	Special Terms additional to those set out in or attached to the Partnering Contract:  There are no additional Special Terms other than those previously included within the Project Partnering Agreement

THE SECRETARY OF STATE FOR JUSTICE  
of  
Ministry of Justice  
10<sup>th</sup> Floor,  
102 Petty France  
London SW1H 9AJ

(the “Client”)

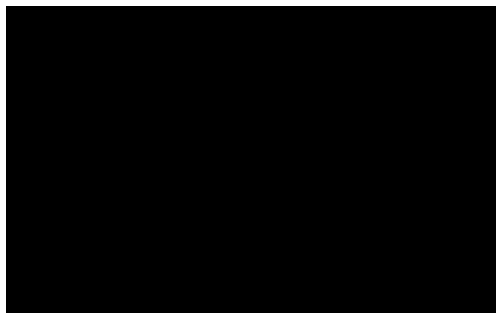
EXECUTED AS A DEED by the Client by affixing  
hereto its common seal in the presence of

\_\_\_\_\_  
\_\_\_\_\_

or Acting by

Authorised signatory

Authorised signatory



Dated the 25th day of February 20 22



Faithful + Gould Limited of/whose registered office is situated at Woodcote Grove, Ashley Road,  
Epsom, Surrey, KT18 5BW

(the “Client Representative”)

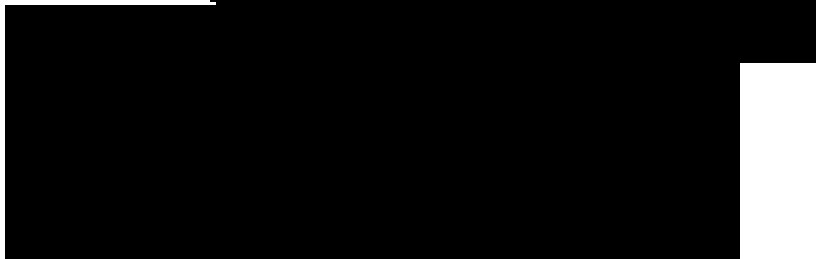
EXECUTED AS A DEED by the Client Representative

by affixing hereto its common seal in the presence of

\_\_\_\_\_  
\_\_\_\_\_

or Acting by

Director \_\_\_\_\_



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Tilbury Douglas Construction Limited of/whose registered office is situated at Ingenuity House, Elmdon Trading Estate, Bickenhill Lane, Birmingham, England, B37 7HQ

(the “**Constructor**” and “**Lead Designer**”)

EXECUTED AS A DEED by the **Constructor and Lead Designer**

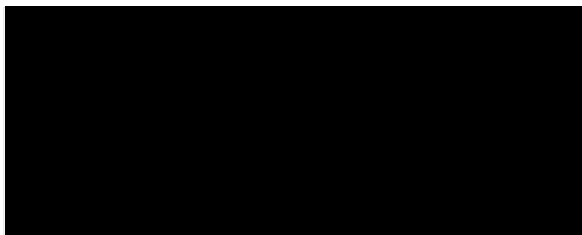
by affixing hereto its common seal in the presence of

\_\_\_\_\_  
\_\_\_\_\_

or Acting by

Director

Director/~~Secretary~~



Gleeds Advisory Limited of/whose registered office is situated at 95 New Cavendish Street, London, W1W 6XF

(the “Cost Consultant”)

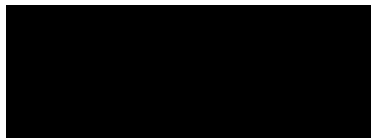
EXECUTED AS A DEED by the Cost Consultant

by affixing hereto its common seal in the presence of

\_\_\_\_\_  
\_\_\_\_\_

or Acting by

Director \_\_\_\_\_



Director/Secretary \_\_\_\_\_

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Tilbury Douglas Construction Limited of/whose registered office is situated at Ingenuity House, Elmdon Trading Estate, Bickenhill Lane, Birmingham, England, B37 7HQ

(the "Principal Designer")

EXECUTED AS A DEED by the **Principal Designer**

by affixing hereto its common seal in the presence of

\_\_\_\_\_  
\_\_\_\_\_

or Acting by

Director

Director/~~Secretary~~

[Redacted signature block]

