

NATIONAL HIGHWAYS LIMITED

**NEC4 Professional Service Short Contract
(June 2017 with amendments January 2019
and October 2020)**

DISABLED ENABLED LTD (t/a ACCESSABLE)

FORM OF AGREEMENT BY DEED

relating to *services*

**of the Disability Access Surveys and Guides for Motorway
Service Areas (MSAs) in England**

THIS AGREEMENT BY DEED is made on

the 13th of April 2023**PARTIES**

- 1 **NATIONAL HIGHWAYS LIMITED**, a company incorporated in and in accordance with the laws of England, having as its registered number 09346363 of Bridge House, 1 Walnut Tree Close, Guildford, Surrey, England, GU1 4LZ (*"the Client"*) and
- 2 **DISABLED ENABLED LTD (t/a ACCESSABLE)** a company incorporated in and in accordance with the laws of England & Wales, having as its registered number 03989521 and its registered office at Unit 7 Arlington Court, Stevenage, Hertfordshire, SG1 2FS (*"the Consultant"*).

RECITALS

- A. The *Client* wishes to appoint a consultant to provide the service and for that purpose has issued invitations to tender to, amongst others, the *Consultant*.
- B. In response to the *Client's* invitation to tender, the *Consultant* has submitted a tender to Provide the Service in conformity with the Conditions of Contract, the Contract Data and the Scope.
- C. The *Client* has accepted the *Consultant's* tender and now wishes to appoint the *Consultant* on the terms of this Agreement.

OPERATIVE PROVISIONS**1. Definitions and Interpretation**

- 1.1. In this Agreement (including the Recitals) words and expressions have the same meaning given to them in the Conditions referred to below.

2. Contract Documents

- 2.1. The following documents form part of this Agreement:

- the NEC4 Professional Service Short Contract (June 2017 with amendments January 2019 and October 2020) incorporating Z1 to Z63 (*"the Conditions"*);
- the Contract Data, Parts One and Two, and the documents referred to in them;
- Scope;
- The Consultant's quote dated 7th of February 2023

2.2. The several documents forming part of this Agreement are to be taken as mutually explanatory of one another.

3. Agreement

3.1. The *Consultant* agrees to Provide the Service for the *Client* in accordance with the provisions of this Agreement.

3.2. The *Client* will pay to the *Consultant* the amounts due under and in accordance with the provisions of this Agreement.

4. Publication of Information

4.1. The *Consultant* acknowledges that the *Client* is obliged to publish the provisions of this contract in accordance with the Crown Commercial Service note entitled “Publication of Central Government Tenders and Contracts” dated November 2017 (or any later revision), except to the extent that any information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000 (Amendment) (EU Exit) Regulations 2018. The *Client* consults with the *Consultant* before deciding whether information is exempt, but the *Consultant* acknowledges that the *Client* has the final decision. The *Consultant* co-operates with and assists the *Client* to publish this contract in accordance with the *Client*’s obligation.

Delivered as a deed on the date of this document.

Executed as a Deed

By affixing the common seal 2023 no 0332

of National Highways Limited

In the presence of

Redacted

Redacted



Executed as a deed by the
Consultant

Redacted

(print name of Director)

signature of Director

Redacted

Redacted

(print name of witness)

Redacted

signature of witness

address of witness

.....Director.....

occupation of witness

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