



**Highways England Company Limited**

**NEC4 Term Service Short Contract**  
**(June 2017 with amendments January 2019)**

**Form of Agreement**

in relation to *services* for

**Highways England**  
**Vehicle Recovery Contract**  
**(2020 - 2027)**

THIS AGREEMENT BY DEED is made the [REDACTED] day of [REDACTED] 2020

**PARTIES:**

1. **HIGHWAYS ENGLAND COMPANY LIMITED** (company number 09346363) whose registered address is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ ("the *Client*"); and
2. **FMG SUPPORT (RRRM) LTD** a company incorporated in and in accordance with the laws of England & Wales having as its registered number 02762997 and its registered office at [REDACTED]

**RECITALS**

- (A) In response to the *Client's* invitation to tender, the *Contractor* has submitted a tender to carry out and complete the following *service* : the provision of vehicle removal services across the Highways England Strategic Road Network. This provision will include Statutory Vehicle Removal, Pre-Positioning when instructed and Scheme Vehicle Removal in accordance with the Scope.
- (B) The *Client* has accepted the *Contractor's* tender by letter dated [REDACTED] and now wishes to appoint the *Contractor* 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, as referred to in clause 1.2 below.
- 1.2. The Conditions are the core clauses of the NEC4 Term Service Short Contract (June 2017 version), as amended by the Z clauses which form part of the Contract Data (as referred to in clause 3.1 below).

**2. Agreement by Deed**

With effect from 1 April 2020 and in consideration of the *Client* making payment in accordance with the Conditions, the *Contractor* hereby agrees to provide the Service in accordance with the documents forming this Agreement by Deed.

**3. Documents**

**3.1 The documents forming this Agreement are:**

- i. the Conditions, as amended by the Z clauses contained in Highways England Vehicle Recovery Contract Data (Issue 2);
- ii. the Highways England Vehicle Recovery Contract Data (Issue 2);
- iii. the documents comprising the Scope, namely :
  - Vehicle Recovery Scope 1 Statutory Vehicle Removal
  - Vehicle Recovery Scope 2 Pre-Positioning
  - Vehicle Recovery Scope 3 Scheme Removal
- iv. the *Contractor's* tender; and

v. the Price List ( [REDACTED]  
[REDACTED]  
[REDACTED]

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

**4. General**

4.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

4.2 If any provision or part-provision of this Agreement is deemed deleted under clause 4.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

**Delivered** as a deed on the date of this document.

Executed as a deed by the *Contractor*

by [REDACTED] a director

and

[REDACTED]

signature of Director

by [REDACTED] a director

[REDACTED]

signature of Director

Executed as a deed by **HIGHWAYS  
ENGLAND COMPANY LIMITED** acting by:

[REDACTED]

Authorised Signatory

[REDACTED]

Authorised Signatory