



FORM OF COMMENCEMENT AGREEMENT

Establishment: Home Office

Project: RAF Manston Holding Units

BPRN: 4804

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Form of Commencement Agreement (clause 15)	
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FORM OF COMMENCEMENT AGREEMENT
(PPC2000 (AMENDED 2013) (AS AMENDED))

The Partnering Team members as named below, in accordance with and subject to the terms of a partnering contract dated 23-06-2023 (the "**Partnering Contract**")

made between them in relation to:-

Site: Manston Site (as more particularly described at Part A below)

Project: **TO Manston Confinement Units (to provide suitable accommodation and facilities to deal with potential incidents of disorder at Manston site)**

BPRN: 4804

The Partnering Team members:

Client	Secretary of State for Justice
Constructor and Lead Designer	KIER CONSTRUCTION LIMITED
Client Representative	ATKINSRÉALIS
Cost Consultant	GLEEDS ADVISORY LIMITED
Principal Designer	KIER CONSTRUCTION LIMITED

Agree under this Commencement Agreement that:

- (i) Words and expressions used in this Commencement Agreement shall have the same meanings as in the Partnering Contract unless otherwise specified.
- (i) To the best of their knowledge the Project is ready to commence at the Site.
- (ii) The following detail shall apply by reference to the listed clauses of the Partnering Terms:

Reference in Partnering Terms	
	PART A – GENERAL
General	<p>The Site is more particularly described at:-</p> <ul style="list-style-type: none"> ➤ RAF Manston, Ramsgate, CT12, 5DF

Reference in Partnering Terms	
	PART B – PARTICULARS
Clause 2.11	<p>The Third Party Agreements are:-</p> <p>(a) acknowledges that the Client has and will from time to time enter into Third Party Agreements and be bound by decisions, consents and approvals of relevant authorities which may relate to the Constructor's obligations under this Partnering Contract. The details of any Third Party Agreement(s) entered into by the Client before the Commencement Agreement are referred to in the Commencement Agreement.</p> <p>(b) The Constructor complies with and performs its obligations under and out of this Partnering Contract so that no negligent act, omission or default on its part (or on the part of any Specialists engaged by it or other subcontractors of any tier engaged in connection with the Project):-</p> <p>(i) causes or contributes to any breach by the Client of any of its obligations;</p> <p>(ii) gives rise to any liability of the Client; and/or</p> <p>(iii) leads to any diminution or loss of any rights, entitlements or other benefits of the Client,</p> <p>under any Third Party Agreement, save to the extent that the Constructor has not been provided with a copy of such Third Party Agreement.</p> <p>(c) Constructor shall indemnify the Client against the Client's reasonably foreseeable and properly incurred and mitigated expenses, liabilities, losses, claims and proceedings whatsoever arising out of or in connection with a failure by the Constructor to comply with the requirements of this clause 2.11, save only where such failure is the direct consequence of an instruction of the Client Representative (which is not itself the result of any negligence, default or breach of contract by or on behalf of the Constructor or any Specialist) and could not have been avoided by the Constructor using reasonable and practical means.</p> <p>(d) In the event the Client enters into any Third Party Agreement after the date of the Commencement Agreement that was not disclosed to the Constructor and/or referred to in the Commencement Agreement as at the date of the Commencement Agreement (including any amendment agreement to a Third Party Agreement entered into before the date of the Commencement Agreement) the same shall be treated as a Change for the purposes of clause 17.</p> <p>The Constructor provides the Client Representative with copies of all correspondence and communications between the Constructor and any third party in relation to any actual or potential Third Party Agreements.</p>
Clause 5A	The Constructor's Key Personnel shall be:-

Reference in Partnering Terms	
	<ul style="list-style-type: none"> ➤ [REDACTED] Pre Construction Manager ➤ [REDACTED] Construction Manager
Clause 6.2	<p>The Project Timetable is set out at:-</p> <ul style="list-style-type: none"> ➤ Appendix A - 050836-4804-KER-999-XX-IE-W-0003-S2 CPP
Clause 6.2	<p>The Date of Possession is:-</p> <ul style="list-style-type: none"> ➤ 23/02/2024
Clause 6.2	<p>The Date for Completion of the whole project is:-</p> <ul style="list-style-type: none"> ➤ 12/072024
Clause 6.3 if applicable Clause 21.8	<p>The Sections in respect of the Project are:-</p> <p>in each case as more particularly described in the Project Brief APPENDIX E and Developed Project Proposals (DPP)</p>
Clauses 6.4 and 15.5 (i)	<p>The parts of the Site subject to non-exclusive possession are:-</p> <ul style="list-style-type: none"> ➤ All of the site
Clauses 6.4 and 15.3(i)	<p>The following constraints on possession of and/or access to the Site shall apply:-</p> <ul style="list-style-type: none"> ➤ The Constructor shall have non-exclusive access to the Site, for the purposes of constructing the Project in accordance with this Partnering Contract, as from the Date of Possession until the date immediately prior to the Completion Date (or as otherwise specified in the Project Brief).
Clauses 6.4 and 15.3(i)	<p>The arrangements for deferred and/or interrupted possession of the Site are as follows:-</p> <ul style="list-style-type: none"> ➤ N/A
Clause 6.4 and clause 6.4A	<p>A Decant Protocol:</p> <ul style="list-style-type: none"> ➤ The provisions of this clause 6.4A apply where it is specified in the Project Partnering Agreement that a Decant Protocol applies to this Partnering Contract. ➤ The Parties acknowledge that each Partnering Team member shall comply with the Decant Protocol (and if the Project is to be constructed in Sections, the Decant Protocol



Reference in Partnering Terms	
	<p>shall apply to each Section on the basis set out therein</p> <ul style="list-style-type: none"> ➤ Without prejudice to the generality of clause 6.4A(ii), each Partnering Team member agrees that no Partnering Team member shall commence any works in connection with the Project at the Site other than in accordance with the Decant Protocol.
Clause 7.1	<p>The Principal Designer is:-</p> <ul style="list-style-type: none"> ➤ [REDACTED]. Kier Construction. (or any successor appointed by the Client from time to time)
Clause 7.1	<p>The "Principal Contractor" is:-</p> <ul style="list-style-type: none"> ➤ Kier Construction (or any successor appointed by the Client from time to time)
Clause 7.1	<p>The Construction Phase Plan with Health and Safety File is set out at:-</p> <ul style="list-style-type: none"> ➤ 050836-4804-KER-999-XX-IE-W-0003-S2- SHEMS-FOR-CON-020A Construction Phase Plan Part A (Pre-construction) - Appendix B
Clause 7.7	<p>The Employment and Skills Plan (ESP) is set out at:</p> <ul style="list-style-type: none"> ➤ Appendix E – The DPP. <p>The Method Statement is set out at:</p> <ul style="list-style-type: none"> ➤ Appendix E (Not prepared at present)
Clause 7.10	<p>The Security Aspects Letter is set out at:</p> <ul style="list-style-type: none"> ➤ Manston Cell Block Security Aspects Letter 050523.docx -Appendix E <p>The Security Management Plan is:</p> <ul style="list-style-type: none"> ➤ Set out in Security Aspect Letter in Appendix E <p>The Partnering Team members acknowledge and agree that the Security Aspects Letter and/or the Security Management Plan may be updated and/or replaced by the Client from time to time by way of a written notice from the Client Representative.</p>
Clause 7.11	<p>i</p> <p>The 4.20 Meeting Minutes do not apply to the Project and are the pre start meeting.</p> <ul style="list-style-type: none"> ➤

Reference in Partnering Terms	
Clause 8	The Project Brief is set out at:- ➤ Appendix E Project Brief (Manston Confinement)_PPC-FWB-0100 -
Clause 8	The Developed Project Proposals (DPP) are set out at:- ➤ Appendix E
Clause 8	The Client Consents are:- ➤ None
Clauses 8 and 9	The BIM Protocol is set out at: ➤ Bim Protocol - App E The BIM Coordinator is: ➤ [REDACTED]
Clause 12	The Agreed Maximum Price is:- ➤ £2,966,140.02 (exclusive of VAT)
Clause 12	The Price Framework is set out at:- ➤ 01 Main Price Framework CCB Form v2 06_2022 (Template)- Appendix G
Clause 15.5	The form of Vesting Agreement is set out: Vesting Agreement (Option 1) (Template)_PPC-FWA-0120_Information_1.docx. Appendix H
Clause 15.6	Free Issue Materials will not be provided by the Client.
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 18.5	Time-Based Site Overheads:- ➤ There are no agreed adjustments in the Commencement Agreement.
Clause 18.5	Unavoidable Work or Expenditure:-

Reference in Partnering Terms	
	➤ There are no agreed adjustments in the Commencement Agreement.
Clause 18.9	The Site Surveys are set out at: ➤ Appendix C
Clause 19.1	Insurance of Project and Site and Third Party Property Damage ➤ There are no additional or adjusted risks and duration stated in the Commencement Agreement.
Clause 19.1	Insurance of the Project by:- ➤ Insurance of the Project shall be taken out by the Constructor.
	in the names of:- ➤ [REDACTED]
	with waiver of rights of subrogation against:- ➤ Not applicable
	with the following percentage addition for fees:- ➤ Not applicable
	The Client elects to "self-indemnify" the existing buildings and property at the Site and in doing so accepts all of the Client's associated risks arising out of or in relation to such "self-indemnification" provided always that the Partnering Team shall exercise the standard of care referred to at clause 22.1 in carrying out any works and/or services in relation to the existing structures and shall be responsible for any damage that may result from its negligence and/or willful default. In accordance with the Client's decision to "self-indemnify", the Client does not require any additional premium / cost from the Constructor or the Consultants.
Clause 19.1	Insurance (if any) of third party property damage by:- ➤ Kier in the following amount:- [REDACTED] ➤ AtkinsRéalis in the following amount:- [REDACTED] ➤ Gleeds Advisory in the following amount:- [REDACTED] ➤ Kier as Principal designer in the following amount:- [REDACTED]

Reference in Partnering Terms	
Clause 19.5 if applicable <i>[insert insuring party, period, amounts, risks]</i>	Environmental Risk Insurance by:- ➤ (None required)
Clause 19.6 if applicable <i>[insert insuring party, period, amounts, risks]</i>	Latent Defects Insurance by:- ➤ (None require)]
Clause 19.7 if applicable <i>[insert details]</i>	Whole Project Insurance by:- ➤ (Not Required)
Clause 19.8	Insurance obligations - Evidence of Insurance (as per Partnering Agreement) are set out at: ➤ Appendix G - 23-05-04 App 9 - Insurance Schedule (Template)___ PPC-FWA-0090]
Clause 19.9	An advance payment guarantee is not required.
Clause 19.9	A performance bond is not required
Clause 19.9	A parent company guarantee is not required.
Clause 19.9	A retention bond is not required.
Clause 19.9	An advance payment bond is not required.
Clause 20.19 to 20.22	The Project Bank shall be: Not Required

Reference in Partnering Terms	
Clause 21.11	The Retention Percentage is of all sums due to the Constructor under the Partnering Contract is not required.
Clause 21.7	The rate of liquidated damages is as follows:- ➤ Not Required
Clauses 22.2, 22.4 and 22.5	Without prejudice to the equivalent entry in relation to this clause in the Project Partnering Agreement, the following additional collateral warranties shall be required:- ➤ Not required
Clause 22.5	The Manufacturers are:- The Manufacturer Warranties required are set out at:- ➤ Appendix H
Clause 25.6	The Data Protection Schedule is set out at:- ➤ Appendix E. Manston Cell Block Security Aspects Letter 050523/
Clause 27	The Problem Solving Hierarchy (updated) is set out at:- ➤ Appendix E - 20-06-2023 Project Partnering Agreement (Framework A)_PPC-FWA-0010_Information_1 –

THE SECRETARY OF STATE FOR JUSTICE

of
Ministry of Justice
10th Floor,
102 Petty France
London SW1H 9AJ

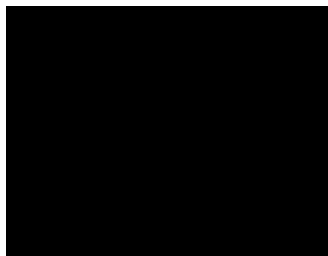
(the “**Client**”)

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

or Acting by

Authorised signatory

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Authorised signatory

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Dated the 26 day of April 20 24

AtkinsReéalís PPS Limited (02236832) of/whose registered office is situated at:
Woodcote Grove,
Ashley Road,
Epsom, Surrey,
KT18 5BW

(the “**Client Representative**”)

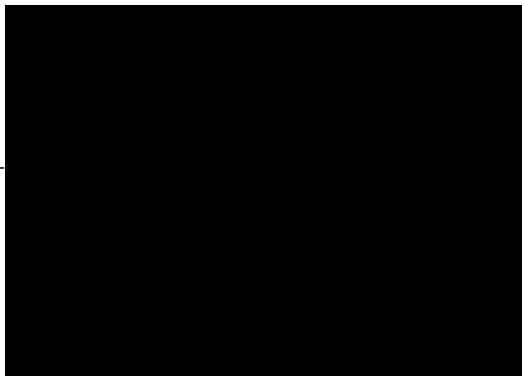
EXECUTED AS A DEED by the **Client Representative**

by affixing hereto its common seal in the presence of

or Acting by

Director

Director



Kier Construction Limited (02099533) of/whose registered office is situated at:
2nd Floor,
Optimum House,
Clippers Quay,
Salford, England,
M50 3XP

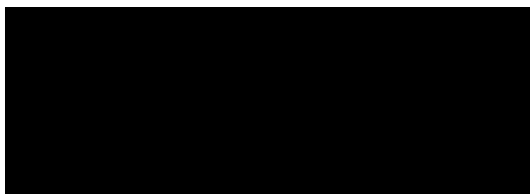
(the “**Constructor**” and “**Lead Designer**”)

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

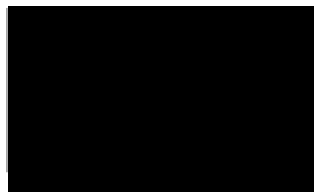
by affixing hereto its common seal in the presence of

or Acting by

Director



Director/Secretary





**Gleeds Advisory Limited****Company Number: 6472422**

Whose registered office is situated at
95 New Cavendish Street,
London,
W1W 6XF

(the “**Cost Consultant**”)

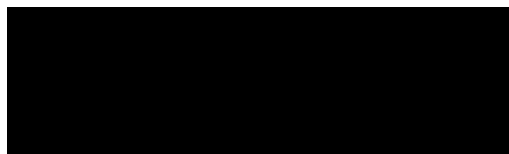
EXECUTED AS A DEED by the Gleeds Advisory Limited (the “**Cost Consultant**”) acting by two directors or a director and a company secretary:

EXECUTED AS A DEED by the **Cost Consultant**

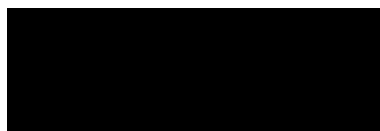
by affixing hereto its common seal in the presence of

or Acting by

Director



Director/Secretary



Kier Construction Limited (02099533) of/whose registered office is situated at:
2nd Floor,
Optimum House,
Clippers Quay,
Salford, England,
M50 3XP

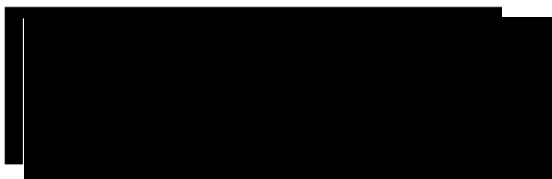
(the “**Principal Designer**”)

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

by affixing hereto its common seal in the presence of

or Acting by

Director



Director/Secretary

