
FORM OF COMMENCEMENT AGREEMENT

Constructors Services Framework

CSF: A

LOT: 01


REGION: North

Establishment: HMP New Hall

Project: Video Conferencing Centre

BPRN: 575/21/7741

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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 4th December 2023 (the "**Partnering Contract**")

made between them in relation to:-

Site: HMP New Hall (as more particularly described at Part A below)

Project: Video Conferencing Centre

BPRN: 575/21/7741

The Partnering Team members:

Client	Secretary of State for Justice
Constructor and Lead Designer	Wates Construction Limited
Client Representative	Mott MacDonald Limited
Cost Consultant	Turner and Townsend Cost Management Limited
Principal Designer	Wates 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> <p>➤ HMP New Hall, New Hall Dial Wood, Wakefield WF4 4XX</p>

Reference in Partnering Terms	
	PART B – PARTICULARS
Clause 2.11	<p>The Third Party Agreements are:-</p> <ul style="list-style-type: none"> ➤ Third-Party Public and Products Liability Insurance ➤ Professional Indemnity Insurance
Clause 5A	<p>The Constructor's Key Personnel shall be:-</p> <ul style="list-style-type: none"> ➤ For the Constructor: [REDACTED] Wates Construction Limited ➤ For Lead Designer: [REDACTED] Wates Construction Limited ➤ For Principal Designer: [REDACTED] Wates Construction Limited
Clause 6.2	<p>The Project Timetable is set out at:-</p> <ul style="list-style-type: none"> ➤ Project Timetable (APPENDIX A)
Clause 6.2	<p>The Date of Possession is:-</p> <ul style="list-style-type: none"> ➤ [REDACTED] 2024
Clause 6.2	<p>The Date for Completion of the whole project is:-</p> <ul style="list-style-type: none"> ➤ 22.04.2025
Clause 6.3 if applicable Clause 21.8	NOT USED
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"> ➤ Refer 4.20 Meeting Minutes (APPENDIX E(1))

Reference in Partnering Terms	
Clauses 6.4 and 15.3(i)	The arrangements for deferred and/or interrupted possession of the Site are as follows:- ➤ Refer 4.20 Meeting Minutes (APPENDIX E(1))
Clause 6.4 and clause 6.4A	A Decant Protocol: ➤ Does not apply to this Partnering Contract
Clause 7.1	The Principal Designer is:- ➤ Wates Construction Limited (or any successor appointed by the Client from time to time)
Clause 7.1	The "Principal Contractor" is:- ➤ Wates Construction Limited (or any successor appointed by the Client from time to time)
Clause 7.1	The Construction Phase Plan with Health and Safety File is set out at:- ➤ Construction Phase Health and Safety Plan (APPENDIX B)
Clause 7.7	The Employment and Skills Plan (ESP) is set out at: ➤ Social Value (APPENDIX E (2)) The Employment and Skills Strategy is set out at: ➤ Social Value (APPENDIX E (2)) The Method Statement is set out at: ➤ Works requiring method statement to be submitted and agreed prior to the works commencing.
Clause 7.10	The Security Aspects Letter is set out at: ➤ NOT APPLICABLE The Security Management Plan is: ➤ NOT APPLICABLE
Clause 7.11	The 4.20 Meeting Minutes apply to the Project and are: ➤ the minutes of the meeting attended by (a) the governor of the Site at which the works and/or services comprising the Project are to be undertaken and (b) the Partnering Team

Reference in Partnering Terms	
	<p>members, the purpose of which is to discuss and agree security and access issues and requirements in relation to the Site and the Project; and</p> <p>➤ a copy of which is set out at 4.20 Meeting minutes (APPENDIX E (1))</p> <p>The Partnering Team members acknowledge and agree that the 4.20 Meeting Minutes 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 8	<p>The Project Brief is set out at:-</p> <p>➤ Project Brief and Project Proposals (APPENDIX E (1))</p>
Clause 8	<p>The Developed Project Proposals (DPP) are set out at:-</p> <p>➤ Project Brief and Project Proposals (APPENDIX E (1))</p>
Clause 8	<p>The Client Consents are:-</p> <p>➤ None, save as notified by the Client to the Partnering Team members in writing from time to time</p>
Clauses 8 and 9	<p>The BIM Protocol is set out at:</p> <p>➤ Project Brief and Project Proposals (APPENDIX E (1))</p> <p>The BIM Coordinator is:</p> <p>➤ Wates Construction Limited</p>
Clause 12	<p>The Agreed Maximum Price is:-</p> <p>➤ £5,515,020.00 (exclusive of VAT)</p>
Clause 12	<p>The Price Framework is set out at:-</p> <p>➤ Agreed Maximum Price (APPENDIX G)</p>
Clause 13.2	<p>The shared savings arrangements, shared added value and pain/gain Incentives between Partnering Team members in respect of the Project:-</p> <p>➤ NOT APPLICABLE</p>
Clause 13.3	<p>The Incentives that link payment to achievement of the Date for Completion or any Targets are:-</p>

Reference in Partnering Terms	
	➤ Key Performance Indicators (APPENDIX K)
Clause 15.5	The form of Vesting Agreement is set out: Vesting, Warranties, Materials (APPENDIX H)
Clause 15.6	Free Issue Materials will not be provided by the Client.
Clause 15.6	The Free Issue Materials are:- ➤ NOT USED
Clause 15.6	The Free Issue Inspection Period is:- ➤ NOT USED
Clause 18.5	Time-Based Site Overheads:- ➤ There are no agreed adjustments in the Commencement Agreement.
Clause 18.5	Unavoidable Work or Expenditure:- ➤ There are no agreed adjustments in the Commencement Agreement.
Clause 18.9	The Site Surveys are set out at: ➤ Pre-commencement Agreement & Surveys (APPENDIX C (4))
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.

Reference in Partnering Terms	
	<p>in the names of:-</p> <ul style="list-style-type: none"> ➤ Wates Construction Limited
	<p>with waiver of rights of subrogation against:-</p> <ul style="list-style-type: none"> ➤ NOT APPLICABLE
	<p>with the following percentage addition for fees:-</p> <ul style="list-style-type: none"> ➤ [REDACTED]
	<p>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.</p>
Clause 19.1	<p>Insurance (if any) of third party property damage by:-</p> <ul style="list-style-type: none"> ➤ None required
Clause 19.5 if applicable	<p>Environmental Risk Insurance by:-</p> <ul style="list-style-type: none"> ➤ None required
Clause 19.6 if applicable	<p>Latent Defects Insurance by:-</p> <ul style="list-style-type: none"> ➤ None required
Clause 19.7 if applicable	<p>Whole Project Insurance by:-</p> <ul style="list-style-type: none"> ➤ None required
Clause 19.8	<p>Insurance obligations - Evidence of Insurance (as per Partnering Agreement) are set out at:</p> <ul style="list-style-type: none"> ➤ Insurance (APPENDIX J)



Reference in Partnering Terms	
Clause 19.9	An advance payment guarantee is not required in the form set out.
Clause 19.9	A performance bond is not required in the form set out.
Clause 19.9	A parent company guarantee is not required in the form set out.
Clause 19.9	A retention bond is not required in the form set out. The Retention Bond is set out at: ➤ NOT APPLICABLE
Clause 19.9	An advance payment bond is not required in the form set out.
Clause 20.19 to 20.22	The Project Bank shall be: NOT USED
Clause 21.11	The Retention Percentage is [REDACTED] of all sums due to the Constructor under the Partnering Contract.
Clause 21.9	The rate of liquidated damages is as follows:- The applicable rate for liquidated and ascertained damages is [REDACTED] per calendar day.
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:- ➤ None The Additional Collateral Warranties required are set out at:- ➤ NOT APPLICABLE.
Clause 22.5	The Manufacturers are:- ➤ Algeco UK limited in respect of Modular Building Fabrication. ➤ Dodd Group (Midlands) Limited in respect of Mechanical, Electrical, Plumbing and Heating for the Modular Build. The Manufacturer Warranties required are set out at:- ➤ To be provided. (APPENDIX H)



Reference in Partnering Terms																									
Clause 25.6	<p>The Data Protection Schedule is set out at:-</p> <p>➤ Developed Project Proposals (APPENDIX E (1))</p>																								
Clause 27	<p>The Problem Solving Hierarchy (updated) is set out as below:-</p> <table><tr><td>Client (Project Delivery):</td><td>[REDACTED] Ministry of Justice</td><td>[REDACTED] Ministry of Justice</td><td>[REDACTED] Ministry of Justice</td></tr><tr><td>Client (Commercial):</td><td>[REDACTED] (CCMD, Ministry of Justice)</td><td>[REDACTED] (CCMD, Ministry of Justice)</td><td>[REDACTED] (CCMD, Ministry of Justice)</td></tr><tr><td>For the Constructor:</td><td>[REDACTED] (Wates Construction Limited)</td><td>[REDACTED] (Wates Construction Limited)</td><td>[REDACTED] (Wates Construction Limited)</td></tr><tr><td>For the Client Representative:</td><td>[REDACTED] (Mott MacDonald Limited)</td><td>[REDACTED] (Mott MacDonald Limited)</td><td>[REDACTED] (Mott MacDonald Limited)</td></tr><tr><td>For the Cost Consultant:</td><td>[REDACTED] (Turner and Townsend Cost Management Limited)</td><td>[REDACTED] (Turner and Townsend Cost Management Limited)</td><td>[REDACTED] (Turner and Townsend Cost Management Limited)</td></tr><tr><td>For the Principal Designer:</td><td>[REDACTED] (Wates Construction Limited)</td><td>[REDACTED] (Wates Construction Limited)</td><td>[REDACTED] (Wates Construction Limited)</td></tr></table>	Client (Project Delivery):	[REDACTED] Ministry of Justice	[REDACTED] Ministry of Justice	[REDACTED] Ministry of Justice	Client (Commercial):	[REDACTED] (CCMD, Ministry of Justice)	[REDACTED] (CCMD, Ministry of Justice)	[REDACTED] (CCMD, Ministry of Justice)	For the Constructor:	[REDACTED] (Wates Construction Limited)	[REDACTED] (Wates Construction Limited)	[REDACTED] (Wates Construction Limited)	For the Client Representative:	[REDACTED] (Mott MacDonald Limited)	[REDACTED] (Mott MacDonald Limited)	[REDACTED] (Mott MacDonald Limited)	For the Cost Consultant:	[REDACTED] (Turner and Townsend Cost Management Limited)	[REDACTED] (Turner and Townsend Cost Management Limited)	[REDACTED] (Turner and Townsend Cost Management Limited)	For the Principal Designer:	[REDACTED] (Wates Construction Limited)	[REDACTED] (Wates Construction Limited)	[REDACTED] (Wates Construction Limited)
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For the Principal Designer:	[REDACTED] (Wates Construction Limited)	[REDACTED] (Wates Construction Limited)	[REDACTED] (Wates Construction Limited)																						
Clause 28	<p>The Special Terms (if any) that are in addition to those set out in, attached to or referred to in the Project Partnering Agreement, are as follows:-</p> <p>➤ [REDACTED]</p>																								
28.7 Client Risk Schedule	<p>In clause 2.6 after limb (iv) insert new limb (v) as follows and renumber the other limbs from (vi) onwards:</p> <p>“the Client Risk Schedule;”</p> <p>In clause 18.3 insert new sub-clause 18.3(xvi) as follows:</p> <p>“without prejudice to any other limb in clause 18.3, an event specifically identified in the Client Risk Schedule occurs that the Contractor is able to demonstrate is Unforeseeable.”</p> <p>In Appendix 1 insert new definitions as follows:</p> <p>“Client Risk Schedule - the information set out in Appendix M to the Commencement Agreement;”</p> <p>“Unforeseeable - an event that would not be reasonably foreseeable to an experienced contractor as at the date of the Commencement Agreement exercising the standard of skill and care referred to in clause 22.1 including (but without limitation) having</p>																								

Reference in Partnering Terms	
	<ul style="list-style-type: none"> • regard to any condition(s) referred to in and/or reasonably inferable from any Site Survey(s) carried out by Wates or received and warranted by a third party, • regard to the Project Brief and any other Partnering Documents, • regard to the same information concerning the Site as expressly identified and/or documented by the Constructor as part of any Pre-Construction Activities and/or Pre-Construction Agreements as at the date of the Commencement Agreement (whether or not communicated by it to (or communicated to it by or on behalf of) the Client), • regard to the same information concerning the Site as expressly identified and/or documented by the Constructor as part of any Constructor's Services as at the date of the Commencement Agreement (whether or not communicated by it to (or communicated to it by or on behalf of) the Client), • undertaken a visual inspection of the Site and its surroundings and <p>provided always that if there is any inconsistency within the information and/or knowledge referred to in the bulleted items above, the Constructor shall be assumed to have taken into account the conditions at the Site less favourable to undertaking the construction of the works;"</p>
Clause 14.1 Other requirement s	<p>The Client's other requirements in respect of this Project are as follows:-</p> <p>➤ NONE</p>



THE SECRETARY OF STATE FOR JUSTICE

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

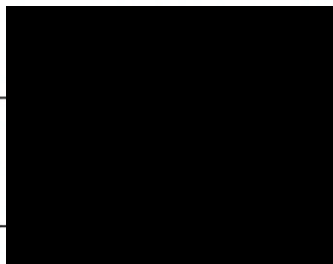
(the “**Client**”)

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

or Acting by

Authorised signatory

Authorised signatory



Dated the 4th day of October 20 24

Mott MacDonald Limited (company number 01243967) of/whose registered office is situated at

10 Fleet Place,

London,

United Kingdom,

EC4M

(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

[Redacted signature]

~~Director~~/Secretary

[Redacted signature]

Wates Construction Limited (company number 01977948) of/whose registered office is situated at

Wates House,

Station Approach,

Leatherhead, Surrey,

KT22 7SW

(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

TURNER AND TOWNSEND COST MANAGEMENT LIMITED (company number 06458527)
of/whose registered office is situated at

Low Hall
Calverley Lane
Horsforth
Leeds
LS18 4GH

(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

Wates Construction Limited (company number 01977948) of/whose registered office is situated at

Wates House,

Station Approach,

Leatherhead, Surrey,

KT22 7SW

(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