



Ministry of
JUSTICE

Establishment: HMP High Down

**Project: Fire Safety Improvements and
Roof Repairs**

BPRN: 646/20/5247

COMMENCEMENT AGREEMENT

CONTENTS

Commencement Agreement	
<i>Appendix</i>	<i>Title</i>
A	Project Timetable
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"> ▪ Signed DPP Form of Tender ▪ Sequence drawings ▪ Logistics Drawings ▪ Drawing Register ▪ Specifications and Drawings ▪ Sustainability Statement ▪ Quality Management Plan ▪ Statement of any derogations from MOJ standard specifications ▪ Clarifications
F	List of Specialists
G	Agreed Maximum Price and Price Framework Including: <ul style="list-style-type: none"> ▪ Summary of the AMP ▪ Risk Register ▪ Cash flow forecast
H	Site Waste Management Plan
I	Evidence of insurance
J	Key Performance Indicators - N/A
K	Queries raised by the Technical Assessors and the responses to these queries

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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 5th day of July 2022 (the 'Partnering Contract') made between them in relation to:

Project: Fire Safety Improvements and Roof Repairs

Site: HMP High Down

The Partnering Team members:

Client	Secretary of State for Justice
Constructor and Lead Designer	Wates Construction Limited
Client Representative	Mace Consult
Cost Consultant	Jacobs UK Limited
CDM Co-ordinator	Wates 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:

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Agree under this Commencement Agreement that: (Continued)*Reference in
Partnering Term*

Clause 2.6	Amended to read (vii) the Project Proposals and (viii) the Project Brief incorporating any Constructors Services Schedule.
Clause 6.2	The Project Timetable is included in the Developed Project Proposals attached as Appendix A
Clause 6.2	Date of Possession
24 th March 2025	
Clause 6.2	Date for Completion
24 th July 2028.	
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.
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 £41,279,440.37 (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:

15%

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:

Without prejudice to clause 19.3 of the Partnering Agreement the Constructor shall maintain Third Party Liability Insurance of £50 million each and every claim.

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

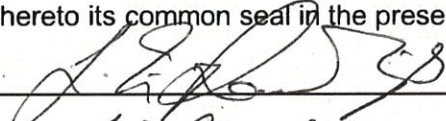
Clause 28.1 Without prejudice to clause 19.1 of the Partnering Agreement the *Client* elects to "self-indemnify" the existing buildings and property at the Site and in doing so accepts all of the *Client's* associated risks arising out of or in relation to such "self-indemnification" provided always that the *Contractor* shall be responsible for any loss or damage to the *Client's* property (including but not limited to the existing buildings and property at the Site) that may result from the negligence and/or wilful default of the *Contractor* or any of its subcontractors, agents or employees. The *Contractor's* liability to the *Client* for such loss of or damage to the *Client's* property is limited to a sum equal to fifty million pounds (£50,000,000) for each and every claim.

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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



J. R. RAWLINOS



or Acting by

Authorised signatory _____

Authorised signatory _____

Dated the 6th day of FEBRUARY 2025

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Mace Limited

of/whose registered office is situated at

155 Moorgate**London****EC2M 6XB**

(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 Jason Millett
Jason Millett (Jan 28, 2025 15:00 GMT)Director/Secretary Robert Musgrove
Robert Musgrove (Jan 28, 2025 15:01 GMT)

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HMP High Down

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COMMENCEMENT AGREEMENT

Wates Construction Limited
of/whose registered office is situated at

**Wates House, Station Approach,
Leatherhead,
Surrey,
KT22 7SW**


(the “**Constructor**”, the “**CDM Co-ordinator**” and “**Lead Designer**”)

EXECUTED AS A DEED by the **Constructor**, the “**CDM Co-ordinator**” and **Lead Designer**

by affixing hereto its common seal in the presence of

or Acting by

Director  _____
DocuSigned by: [Signature]

Director/Secretary  _____
DocuSigned by: Stefan Battle

OFFICIAL

Jacobs UK Limited

of/whose registered office is situated at

**Cottons Centre,
Cottons Lane,
London,
SE1 2QG**

(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

K. Kennedy

Director/Secretary

[Signature]

