



Ministry
of Justice



Home Office



CPS

Establishment: HMP Send

Project: Rapid cell Deployment

BPRN: 594/21/6872

COMMENCEMENT AGREEMENT

OFFICIAL

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OFFICIAL

The Partnering Team members, as named below, in accordance with and subject to the terms of a partnering contract dated the 08th day of February 2023 (the 'Partnering Contract') made between them in relation to:

Project: Rapid Cell Deployment

Site: HMP Send

The Partnering Team members:

| | |
|--------------------------------------|--------------------------------|
| Client | Secretary of State for Justice |
| Constructor and Lead Designer | ISG Limited |
| Client Representative | Faithful and Gould Limited |
| Cost Consultant | Gleeds Advisory Ltd |
| Principal Designer | Faithful and Gould Ltd |

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:

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

| | |
|--------------------------|---|
| Clause 6.2 | The Project Timetable is included in the Developed Project Proposals attached as Appendix A |
| Clause 6.2 | Date of Possession 10 February 2023 |
| Clause 6.2 | Date for Completion 26 June 2023 |
| 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 £4,250,808 (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:

■

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: None required. |
| 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 |

THE SECRETARY OF STATE FOR JUSTICE
of
Ministry of Justice
10th Floor,
102 Petty France
London SW1H 9AJ

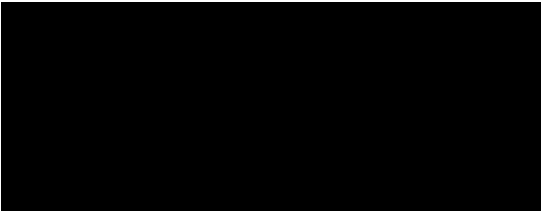
(the “**Client**”)

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 08th day of February 2023

Faithful And Gould Limited

Whose registered office is situated at
Woodcote Grove
Ashley Road
Epsom
Surrey
KT18 5BW

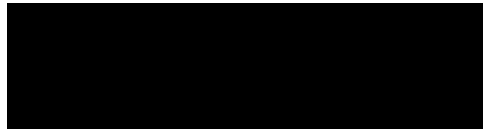
(the “**Client Representative**”)

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

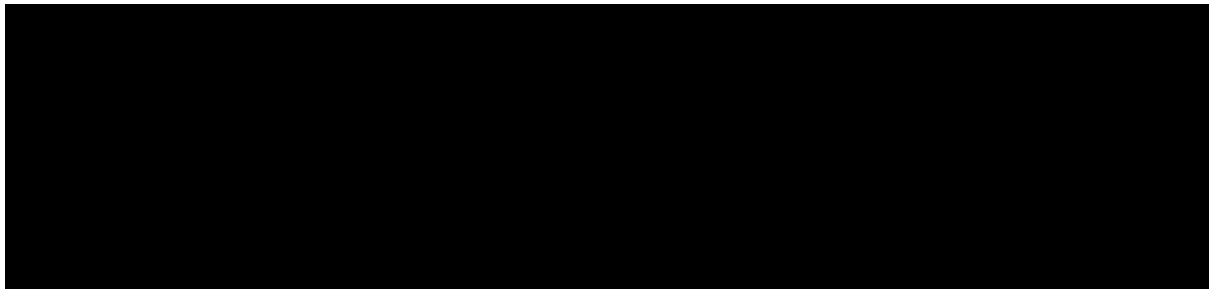
by affixing hereto its common seal in the presence of

or Acting by

Director Andrew Constable_



In the presence of (signature of witness)_____



ISG Construction Ltd

Whose registered office is situated at
Aldgate House,
33 Aldgate High Street,
London,
EC3N 1AG.

(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

[REDACTED]

In the presence of (signature of witness

[REDACTED]

[REDACTED]

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

(the “**Cost Consultant**”)

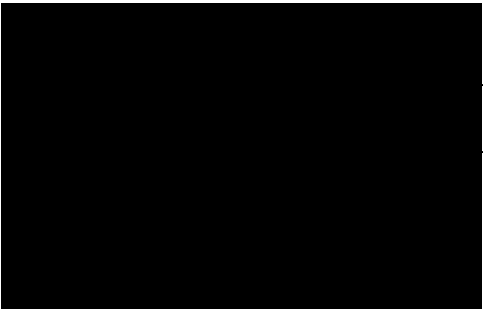
EXECUTED AS A DEED by the **Cost Consultant**

by affixing hereto its common seal in the presence of

or Acting by

Director

Director



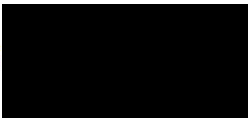
ISG Construction Ltd
Whose registered office is situated at
Aldgate House,
33 Aldgate High Street,
London,
EC3N 1AG.

(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  _____

In the presence of (signature of witness  _____

