

DATED

201

HIGHWAYS ENGLAND COMPANY LIMITED

[CONTRACTOR]

Joint Venture Version

FORM OF AGREEMENT BY DEED

relating to the provision of maintenance and response
services in relation to the motorway and trunk
road network in Highways England South West

Note: the sections highlighted in yellow should be deleted if the Contractor is a single entity (i.e. not a joint venture).

M&R FORM OF AGREEMENT (Joint Venture Version)

CONTENTS AMENDMENT SHEET

Amend. No.	Document revision	Amendments	Initials	Date
0	0	Tender Issue	TT	Aug 16

DATE:**PARTIES:**

- 1 **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (“the *Employer*”); and
- 2 [] Joint Venture comprising [] [“X”] a company incorporated in and in accordance with the laws of [] with registered number [] whose registered office is at [] and [] [“Y”] a company incorporated in and in accordance with the laws of [] with registered number [] whose registered office is at [] and [] [“Z”] a company incorporated in and in accordance with the laws of [] with registered number [] whose registered office is at [] (individually referred to as “the JV Parties” and together referred to as “the *Contractor*”).

RECITALS:

- A The *Employer* wishes to appoint a contractor to undertake the provision of maintenance and response services in relation to the Affected Property during the *service period* and for that purpose has issued invitations to tender (including the Service Information and the Network Information) to, amongst others, the *Contractor*.
- B In response to the *Employer’s* invitation to tender, the *Contractor* has submitted a tender for the provision of maintenance and response services in relation to the Affected Property in accordance with the Service Information and the Network Information.
- C The *Employer* has examined the *Contractor’s* tender and now wishes to appoint the *Contractor* to undertake the provision of maintenance and response services in relation to the Affected Property on the terms of this Agreement.

OPERATIVE PROVISIONS:**1 Definitions and interpretation**

In this Agreement (including the Recitals) words and expressions have the meanings assigned to them in the Conditions referred to below.

2 Joint and Several Liability

2.1 Each of the JV Parties shall be jointly and severally liable to the *Employer* for the performance of the terms and fulfilment of the obligations under this Agreement.

2.2 The *Contractor* nominates [*name of individual*] to act as the *Contractor's* representative for the purposes of this Agreement and for the giving and receiving of all notices, certificates, instructions and other communications under it. The *Contractor* shall notify the *Employer* in advance of any change to the identity of the *Contractor's* representative named in this clause.

2.3 Each of the JV Parties will give 26 weeks notice to the *Employer* of any proposed termination of the joint venture arrangement.

2.4 If the joint venture arrangement is terminated by any of the JV Parties it shall be treated as a fundamental breach of contract and shall entitle the *Employer* to terminate this Agreement immediately. On any termination under this clause the *Employer* shall have no liability to the *Contractor* or any of the JV Parties for loss of contract, loss of profit or any other loss suffered by any of the JV Parties as a consequence of or in connection with the termination.

2.5 Termination of this Agreement shall not affect or limit the rights and remedies of either the *Employer* or the *Contractor* in relation to any act, omission or default of the other party prior to the termination.

3 Contract Documents

3.1 The following documents form part of this Agreement:

the core clauses of the NEC3 Term Service Contract, the main and secondary Option clauses listed in the Contract Data and the additional conditions of contract set out in the document entitled "Z clauses" ("the Conditions");

Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** by affixing its common seal in the presence of:

)

Authorised Signatory

Authorised Signatory

OPTION 2a Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** acting by:

)

)

)

Director

Director/Secretary

OPTION 2b Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** acting by:

)

)

)

Authorised Signatory

Authorised Signatory

Executed as a deed by **[CONTRACTOR PARTY X]** in the presence of:

)

)

Director

Director/Company Secretary

Executed as a deed by **[CONTRACTOR
PARTY Y]** in the presence of:)
)

Director

Director/Company Secretary

Executed as a deed by **[CONTRACTOR
PARTY Z]** in the presence of:)
)

Director

Director/Company Secretary