



Ministry  
of Justice



Home Office



**Establishment: HMPPS Cookham Wood**

**Project: Fire Safety Improvement Works**

**BPRN: 524/20/6151**

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## COMMENCEMENT AGREEMENT

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Commencement Agreement	
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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 24th day of February 2023 (the 'Partnering Contract') made between them in relation to:

Project: Fire Safety Improvement Works

Site: HMPPS Cookham Wood

The Partnering Team members:

<b>Client</b>	Secretary of State for Justice
<b>Constructor and Lead Designer</b>	Galliford Try Construction Limited
<b>Client Representative</b>	AtkinsRéalis PPS Limited
<b>Cost Consultant</b>	Gleeds Advisory Limited
<b>Principal Designer</b>	Galliford Try 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 6.2	The Project Timetable is included in the Developed Project Proposals attached as Appendix A
Clause 6.2	Date of Possession  11 <sup>th</sup> Oct 2024
Clause 6.2	Date for Completion  3 <sup>rd</sup> Jul 2025
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 £3,500,635 (exclusive of VAT, Professional fees, Escort and Contingencies)
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  <b>None other than those items identified as Client Risk items within the Risk Register</b>
Clause 18.3(xvi)	Additional events entitling claim for extension of time  <b>None other than those items identified as Client Risk items within the Risk Register</b>
Clause 18.5	Adjusted extensions of time entitling additional Site Overheads  <b>None other than those items identified as Client Risk items within the Risk Register</b>
Clause 18.6	Adjusted extensions of time entitling claim for unavoidable work/expenditure  <b>None other than those items identified as Client Risk items within the Risk Register</b>
Clause 18.9	Exceptions to Constructor risk as to Site  <b>None other than those items identified as Client Risk items within the Risk Register</b>

**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**

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**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:  <b>None required</b>
Clause 19.6	Latent Defects Insurance by:  <b>None required</b>
Clause 19.7	Whole Project Insurance by:  <b>None required</b>
Clause 19.9	Amount and form of any advance payment guarantee/performance bond/parent company guarantee/retention bond:  <b>None required.</b>
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

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

(the “**Client**”)

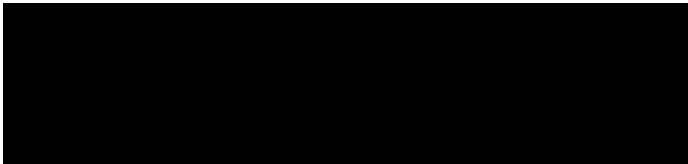
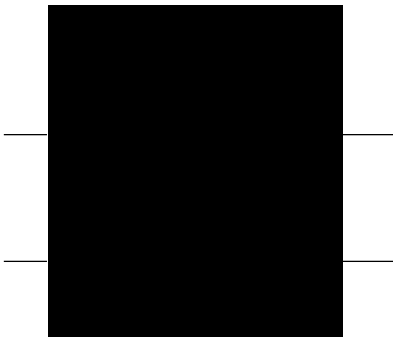
EXECUTED AS A DEED by the **Client** by affixing  
hereto its common seal in the presence of

\_\_\_\_\_  
  
\_\_\_\_\_

or Acting by

Authorised signatory

Authorised signatory



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AtkinsRéalis PPS Limited (company number 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

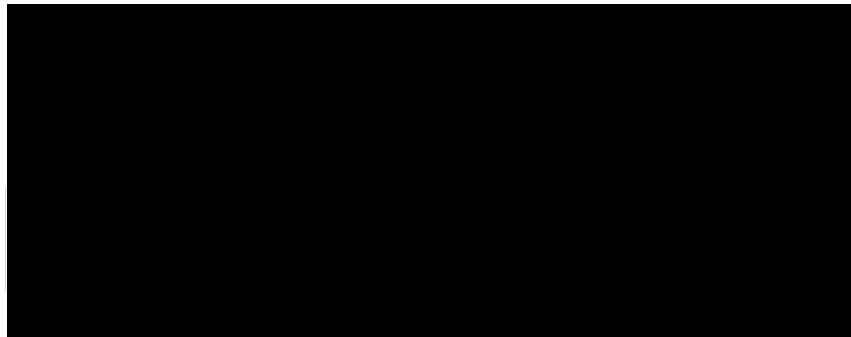
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or Acting by

Director

Director



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Galliford Try Construction Limited (company number 02472080) of/whose registered office is situated at Blake House 3 Frayswater Place, Cowley, Uxbridge, Middlesex, United Kingdom, UB8 2AD

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

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

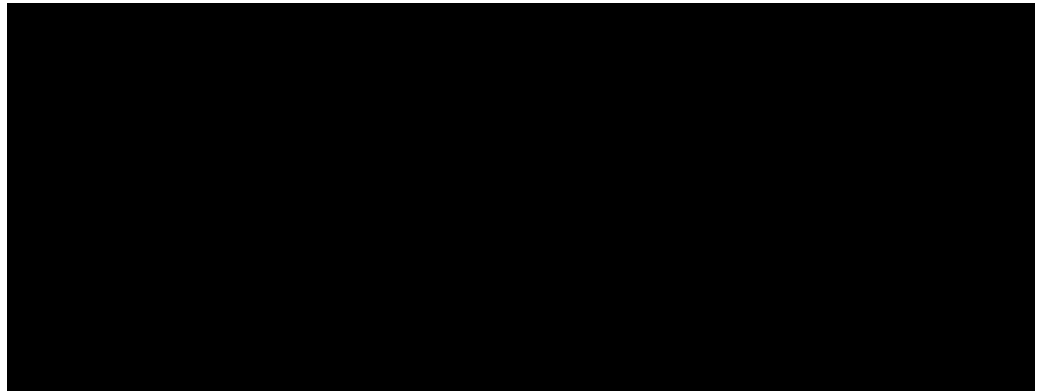
by affixing hereto its common seal in the presence of

\_\_\_\_\_  
  
\_\_\_\_\_

or Acting by

Director

Director/Secretary



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Gleeds Advisory Limited (company number 06472422) of/whose registered office is situated at 95 New Cavendish Street, London, W1W 6XF

(the “**Cost Consultant**”)

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

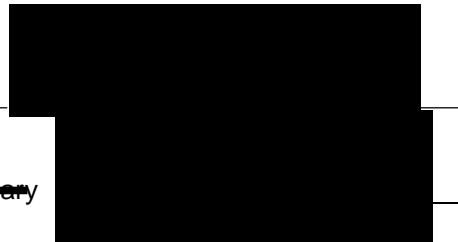
by affixing hereto its common seal in the presence of

\_\_\_\_\_  
  
\_\_\_\_\_

or Acting by

Director

Director/~~Secretary~~



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Galliford Try Construction Limited (company number 02472080) of/whose registered office is situated at Blake House 3 Frayswater Place, Cowley, Uxbridge, Middlesex, United Kingdom, UB8 2AD

(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/Secreta

