



## **NATIONAL HIGHWAYS LIMITED**

### **NEC4 Term Service Contract**

Colas Limited

### **FORM OF AGREEMENT BY DEED**

relating to the provision of maintenance and response  
services in relation to the motorway and trunk  
road network in National Highways Area 9

**THIS AGREEMENT BY DEED is made the 21st day of December 2021**

## **PARTIES**

- 1 **NATIONAL HIGHWAYS LIMITED**, a company incorporated in and in accordance with the laws of England, having as its registered number 09346363 of Bridge House, 1 Walnut Tree Close, Guildford, Surrey, England, GU1 4LZ ("the *Client*") and
  
- 2 Colas Limited a company incorporated in and in accordance with the laws of England and having as its registered number 2644726 and its registered office at 6210 Bishops Court Birmingham Business Park, Solihull Parkway, Birmingham, England, B37 7YB (the "*Contractor*").

## **RECITALS**

- A. The *Client* wishes to appoint a contractor to provide the service and for that purpose has issued invitations to tender to, amongst others, the *Contractor*.
- B. In response to the *Client's* invitation to tender, the *Contractor* has submitted a tender to Provide the Service in conformity with the Conditions of Contract, the Contract Data and the Scope.
- C. The *Client* has accepted the *Contractor's* tender and now wishes to appoint the *Contractor* on the terms of this Agreement.

## OPERATIVE PROVISIONS

### 1. Definitions and Interpretation

1.1. In this Agreement (including the Recitals) words and expressions have the same meaning given to them in the Conditions referred to below.

### 2. Contract Documents

2.1. The following documents form part of this Agreement:

- the NEC4 Term Service Contract (June 2017 with amendments January 2019 and October 2020) incorporating Main Option A and E, together with dispute resolution Option W2 and secondary Options X1, X2, X11, X18, X24], Y(UK)1, Y(UK)2, Y(UK)3 and Z1-Z19, Z39, Z42-Z43, Z50 Z53, Z56-Z61, Z105, Z107, Z108 ("the Conditions");
- the Contract Data, Parts One and Two, and the documents referred to in them;
- Scope;
- Tender Amendments 1 - 4;
- the *Contractor's* tender;
- the *price list* and
- Quality submission (including tender commitments)

2.2. The several documents forming part of this Agreement are to be taken as mutually explanatory of one another.

### 3. Agreement

3.1. The *Contractor* agrees to Provide the Service for the *Client* in accordance with the provisions of this Agreement.

3.2. The *Client* will pay to the *Contractor* the amounts due under and in accordance with the provisions of this Agreement.

### 4. Publication of Information

4.1. The *Contractor* acknowledges that the *Client* is obliged to publish the provisions of this contract in accordance with the Crown Commercial Service note entitled "Publication of Central Government Tenders and Contracts" dated November 2017 (or any later revision), except to the extent that any information in it is exempt from

disclosure pursuant to the Freedom of Information Act 2000 (Amendment) (EU Exit) Regulations 2018. The *Client* consults with the *Contractor* before deciding whether information is exempt, but the *Contractor* acknowledges that the *Client* has the final decision. The *Contractor* co-operates with and assists the *Client* to publish this contract in accordance with the *Client's* obligation.

**Delivered** as a deed on the date of this document.

**Executed as a deed by affixing the  
common seal 2021 no 2182  
of NATIONAL HIGHWAYS LIMITED  
in the presence of:**



[Redacted signature area]

**Authorised Signatory**  
[Redacted name]  
**Head of Pre Contract Commercial Services**

[Redacted signature area]

**Authorised Signatory**  
[Redacted name]  
**Executive Director,  
Commercial & Procurement**

[Redacted signature area]

**Executive Director**

(print name of Director)  
signature of Director

[Redacted signature area]

**Company Secretary**

(print name of Director/Company  
Secretary)  
signature of Director/Company Secretary

