

DATED 26<sup>th</sup> September

2017

(1) LUL Nominee SSL Limited

and

(2) CH2M Hill United Kingdom

---

## **DEED OF VARIATION TO CONTRACT**

relating to the design and supply of  
materials for engineering vehicles

---

**THIS DEED OF VARIATION** is made on 26<sup>th</sup> September 2017

**BETWEEN:**

- (1) LUL Nominee SSL Limited (company number 06242508) whose registered office is situate at Windsor House, 42-50 Victoria Street, London, SW1H 0TL (the "*Employer*") which expression shall include its successors in title and assigns); and
- (2) CH2M Hill United Kingdom (company number 2533469) whose registered office is situate at Elms House, 43 Brook Green, London, W6 7EF (the "*Contractor*").

**RECITALS:**

- (A) The Parties hereto entered into a contract in the form of the NEC3 Engineering and Construction Contract *conditions of contract* Third Edition June 2005 (with amendments dated June 2006 and September 2011) as amended by the *additional conditions of contract* (Z1 and Z2 clauses) dated 21 February 2017 (the "**Contract**").
- (B) The Parties now wish to vary the terms of the Contract as set out herein.

**AND IT IS AGREED THAT:**

1. For the purposes of this Deed of Variation, unless the context otherwise requires, the definitions and interpretations set out in the Contract and the Contract Data shall apply to this Deed of Variation. References to Clauses are to clauses of the Contract.
2. In consideration of the payment of one pound (£1.00) by the *Employer* to the *Contractor*, receipt of which the *Contractor* acknowledges, the Parties agree that the Contract shall be and is hereby amended with effect from the date of this Deed of Variation as follows:
  - 2.1 The parties have agreed to amend the *conditions of contract* as specified in the Schedule of Contract Amendments which is attached to and forms part of this Contract.
  - 2.2 The Schedule of Contract Amendments which is referred to in paragraph 2.1 above and which is attached to and forms part of this Deed of Variation at Appendix 1 hereto is and is deemed to be inserted and incorporated into the terms of the Contract.
3. For the avoidance of doubt, except as provided in this Deed of Variation, all the terms of the Contract shall remain unaltered and shall continue in full force and effect. The Contract and this Deed of Variation shall hereafter be read and construed as one agreement.
4. This Deed shall be governed by and construed and interpreted in accordance with English Law.

**IN WITNESS** whereof the Parties have executed this Deed of Variation as a deed the day and year first before written.

1063

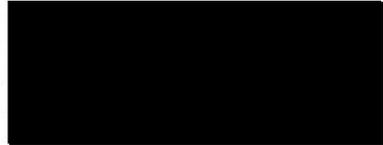
**EXECUTED AND DELIVERED AS A DEED**

by affixing the Common Seal of

**LUL Nominee SSL Limited**

in the presence of:

Authorised signatory



**EXECUTED AND DELIVERED AS A DEED**

by CH2M Hill United Kingdom

acting by:

Signature of Director



Print name of Director

S.J. HANNIS

Signature of Director/Secretary



Print name of Director/Secretary

T.S. CHAUDHARY

## APPENDIX 1 – Schedule of Contract Amendments

### Conditions of Contract

Provision	Amendment
Clause X16.1	<p>Delete the existing text and replace it with:</p> <p>“After the Price for Work Done to Date has reached the <i>retention free amount</i>, an amount is retained in each amount due. The amount retained in relation to each Train Class is the <i>retention percentage</i> applied to the excess of the Price for Work Done to Date for that Train Class above the <i>retention free amount</i>, until acceptance by the <i>Employer</i> of the Train 1 Materials for that Train Class.</p>
Clause X16.2	<p>Delete the existing text and replace it with:</p> <p>“The amount retained in relation to each Train Class is halved in the next assessment made after acceptance by the <i>Employer</i> of the Train 1 Materials for that Train Class.”</p>
Clause X16.3	<p>The existing text becomes clause X16.4. Insert the following text as clause X16.3:</p> <p>“The amount retained in relation to each Train Class is halved</p> <ul style="list-style-type: none"> <li>• in the next assessment made after Completion of the whole of the <i>works</i>,</li> <li>or</li> <li>• in the next assessment after the <i>Employer</i> has taken over the whole of the <i>works</i> if this is before Completion of the whole of the <i>works</i></li> </ul> <p>The amount retained remains at this amount until 52 weeks from and including Completion of the whole of the <i>works</i>. No amount is retained in the assessments made after 52 weeks from and including Completion of the whole of the <i>works</i>.”</p>

### Schedule 1 – Additional Definitions

Insert the following new definitions:

“**Train 1**” means the first train of each Train Class for which Plant and Materials are supplied.

“**Train 1 Materials**” means the Plant and Materials for Train 1 of each Train Class, as detailed in the Works Information.

“**Train Class**” means a particular type of engineering vehicle, as detailed in the Works Information.

### Contract Data Part 1

Provision	Amendment
4. Testing and Defects	<p>Delete:</p> <p>“The <i>defects date</i> is 52 weeks after Completion of the whole of the <i>works</i>.”</p>

	<p>and replace it with:</p> <p>“The <i>defects date</i> is 104 weeks after Completion of the whole of the <i>works</i>.”</p>
Optional statements	<p>Delete the following text:</p> <p>“After the Price for Work Done to Date has reached the <i>retention free amount</i>, an amount is retained in each amount due. Until the earlier of</p> <ul style="list-style-type: none"> <li>• Completion of the <i>works</i>; and</li> <li>• the date on which the <i>Employer</i> takes over the whole of the <i>works</i></li> </ul> <p>the amount retained in relation to each Class is the <i>retention percentage</i> applied to the excess of the Price for Work Done to Date for such Class above the <i>retention free amount</i>.</p> <p>The amount retained in relation to each Class is halved</p> <ul style="list-style-type: none"> <li>• in the next assessment made after acceptance of the first in class materials for each Class.</li> </ul> <p>The amount retained in respect of the rest of the <i>works</i> is halved</p> <ul style="list-style-type: none"> <li>• in the next assessment made after Completion of the whole of the <i>works</i>,</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>• in the next assessment after the <i>Employer</i> has taken over the whole of the <i>works</i> if this is before Completion of the whole of the <i>works</i>.</li> </ul> <p>No amount is retained in the assessments made after the Defects Certificate has been issued.”</p>
Option Z	<p>Delete the following text:</p> <p>“• Schedule 12 - Materials Warranty. A Materials Warranty for 2 years is to be agreed between the Parties and added to this contract as Schedule 12.”</p>

