
FORM OF COMMENCEMENT AGREEMENT

Establishment: HMP Eastwood Park

Project: Low Carbon Heating

BPRN: 532/22/8869

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FORM OF COMMENCEMENT AGREEMENT

The Partnering Team members as named below, in accordance with and subject to the terms of a partnering contract dated 28th November 2023 (the "**Partnering Contract**")

made between them in relation to:-

Site: HMP Eastwood Park (as more particularly described at Part A below)

Project: Low Carbon Heating

BPRN: 532/22/8869

The Partnering Team members:

| | |
|--------------------------------------|------------------------------------|
| Client | Secretary of State for Justice |
| Constructor and Lead Designer | Galliford Try Construction Limited |
| Client Representative | AtkinsRéalis PPS Limited |
| Cost Consultant | Gleeds Advisory Limited |
| Principal Designer | Galliford Try Construction Limited |

Agree under this Commencement Agreement that:

- (i) Words and expressions used in this Commencement Agreement shall have the same meanings as in the Partnering Contract unless otherwise specified.
- (i) To the best of their knowledge the Project is ready to commence at the Site.
- (ii) The following detail shall apply by reference to the listed clauses of the Partnering Terms:

| Reference in Partnering Terms | |
|--------------------------------------|--|
| | PART A – GENERAL |
| General | The Site is more particularly described at:- <ul style="list-style-type: none"> ➤ HMP Eastwood Park, Falfield, Wotton-under-Edge GL12 8DB |
| | PART B – PARTICULARS |
| Clause 2.11 | The Third Party Agreements are:- Not applicable. |

| Reference in Partnering Terms | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|--|----------------|----------------------|--|-------------------------------|-----------------------------|--|------------------------------------|-----------------|--|---|--------------|--|--|----------------|--|--|------------------|--|---|---|--|---|
| Clause 5A | <p>The Constructor's Key Personnel shall be:-</p> <table><tr><th>Position</th><th></th><th>Responsibility</th></tr><tr><td>Operational Director</td><td></td><td>Oversee project and resources</td></tr><tr><td>Project Operational Manager</td><td></td><td>Overseeing project on weekly basis</td></tr><tr><td>Project Manager</td><td></td><td>Produce, review and maintenance all HS&E documentation and daily running of the project</td></tr><tr><td>Site Manager</td><td></td><td>Monitor and manage HS&E ensure compliance daily, Compilation & Maintenance</td></tr><tr><td>Design Manager</td><td></td><td>Check and review design throughout the life cycle of the project</td></tr><tr><td>Planning Manager</td><td></td><td>Planning and coordination overview with Operations team</td></tr><tr><td>Health, Safety & Sustainability Advisor</td><td></td><td>Assist with all HS&E documentation, Review as required and monitor HS&S through site visits</td></tr></table> | Position | | Responsibility | Operational Director | | Oversee project and resources | Project Operational Manager | | Overseeing project on weekly basis | Project Manager | | Produce, review and maintenance all HS&E documentation and daily running of the project | Site Manager | | Monitor and manage HS&E ensure compliance daily, Compilation & Maintenance | Design Manager | | Check and review design throughout the life cycle of the project | Planning Manager | | Planning and coordination overview with Operations team | Health, Safety & Sustainability Advisor | | Assist with all HS&E documentation, Review as required and monitor HS&S through site visits |
| Position | | Responsibility | | | | | | | | | | | | | | | | | | | | | | | |
| Operational Director | | Oversee project and resources | | | | | | | | | | | | | | | | | | | | | | | |
| Project Operational Manager | | Overseeing project on weekly basis | | | | | | | | | | | | | | | | | | | | | | | |
| Project Manager | | Produce, review and maintenance all HS&E documentation and daily running of the project | | | | | | | | | | | | | | | | | | | | | | | |
| Site Manager | | Monitor and manage HS&E ensure compliance daily, Compilation & Maintenance | | | | | | | | | | | | | | | | | | | | | | | |
| Design Manager | | Check and review design throughout the life cycle of the project | | | | | | | | | | | | | | | | | | | | | | | |
| Planning Manager | | Planning and coordination overview with Operations team | | | | | | | | | | | | | | | | | | | | | | | |
| Health, Safety & Sustainability Advisor | | Assist with all HS&E documentation, Review as required and monitor HS&S through site visits | | | | | | | | | | | | | | | | | | | | | | | |
| Clause 6.2 | <p>The Project Timetable is set out at:-</p> <p>➤ Appendix A – Project Timetable</p> | | | | | | | | | | | | | | | | | | | | | | | | |
| Clause 6.2 | <p>The Date of Possession is:-</p> <p>➤ 20/01/2025</p> | | | | | | | | | | | | | | | | | | | | | | | | |
| Clause 6.2 | <p>The Date for Completion of the whole project is:-</p> <p>➤ 30/10/2025</p> | | | | | | | | | | | | | | | | | | | | | | | | |
| Clause 6.3 if applicable Clause 21.8 | <p>The Sections in respect of the Project are:- NOT USED</p> | | | | | | | | | | | | | | | | | | | | | | | | |
| Clauses 6.4 and 15.5 (i) | <p>The parts of the Site subject to non-exclusive possession are:-</p> <p>➤ All the Site</p> <p>If the Constructor requires access to any area within the Client's control outside the agreed Site, it shall notify the Client as soon as reasonably practicable and not access any such area(s) without the Client's express written approval.</p> | | | | | | | | | | | | | | | | | | | | | | | | |

| Reference in Partnering Terms | |
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| Clauses 6.4 and 15.3(i) | <p>The following constraints on possession of and/or access to the Site shall apply:-</p> <ul style="list-style-type: none"> ➤ Restrictions imposed in Appendix E (2) Developed Project Proposals (DPP): 6. 4.20 Meeting Minutes. |
| Clauses 6.4 and 15.3(i) | <p>The arrangements for deferred and/or interrupted possession of the Site are as follows:-</p> <ul style="list-style-type: none"> ➤ Not applicable. |
| Clause 6.4 and clause 6.4A | <p>A Decant Protocol:</p> <ul style="list-style-type: none"> ➤ Does not apply to this Partnering Contract. |
| Clause 7.1 | <p>The Principal Designer is:-</p> <ul style="list-style-type: none"> ➤ Galliford Try Limited (or any successor appointed by the Client from time to time). |
| Clause 7.1 | <p>The "Principal Contractor" is:-</p> <ul style="list-style-type: none"> ➤ Galliford Try Limited (or any successor appointed by the Client from time to time). |
| Clause 7.1 | <p>The Construction Phase Plan with Health and Safety File is set out at:-</p> <ul style="list-style-type: none"> ➤ Appendix B – Construction Phase Plan. |
| Clause 7.7 | <p>The Employment and Skills Plan (ESP) is set out at:</p> <ul style="list-style-type: none"> ➤ Appendix E (3) Social Value: 1. Employment and Skills Plan (ESP) <p>The Employment and Skills Strategy is set out at:</p> <ul style="list-style-type: none"> ➤ Appendix E (3) Social Value: 2. Employment and Skills Strategy <p>The Method Statement is set out at:</p> <ul style="list-style-type: none"> ➤ Appendix E (3) Social Value: 3. Method Statement |
| Clause 7.10 | <p>The Security Aspects Letter is set out at:</p> <ul style="list-style-type: none"> ➤ Not applicable. <p>The Security Management Plan is:</p> <ul style="list-style-type: none"> ➤ Not applicable. |

| Reference in Partnering Terms | |
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| Clause 7.11 | <p>The 4.20 Meeting Minutes apply to the Project and are:</p> <ul style="list-style-type: none"> ➤ The minutes of the meeting attended by (a) the governor of the Site at which the works and/or services comprising the Project are to be undertaken and (b) the Partnering Team members, the purpose of which is to discuss and agree security and access issues and requirements in relation to the Site and the Project; and ➤ a copy of which is set out in Appendix E (2) Developed Project Proposals (DPP): 6. 4.20 Meeting Minutes. <p>The Partnering Team members acknowledge and agree that the 4.20 Meeting Minutes may be updated and/or replaced by the Client from time to time by way of a written notice from the Client Representative.</p> |
| Clause 8 | <p>The Project Brief is set out at:-</p> <ul style="list-style-type: none"> ➤ Appendix E (1) – Project Brief |
| Clause 8 | <p>The Developed Project Proposals (DPP) are set out at:-</p> <ul style="list-style-type: none"> ➤ Appendix E (2) Developed Project Proposals (DPP) <ol style="list-style-type: none"> 1. Summary scope of works 2. Sequence drawings 3. Drawing Register 4. Specifications and Drawings 5. Statement of any derogations from MOJ standard specifications 6. 4.20 Meeting Minutes 7. BIM Protocol 8. DPP Queries and Responses (Technical Assessor) |
| Clause 8 | <p>The Client Consents are:-</p> <ul style="list-style-type: none"> ➤ Planning consent is not applicable. However, the MOJ have Permitted Development Lawful Consent and the Constructor (having been notified of such requirements in advance of this Commencement Agreement) must comply with any conditions that are imposed. ➤ Should there be any changes to the scope and Planning Consent is required the Constructor must; submit all applications and, where it is within the Contractors gift to so do, discharge the requirements of each and every Consent required by applicable law for it to design and construct and/or provide any works and/or services in connection with the Project and/or to remedy any defects in the Project and otherwise perform its obligations under this Partnering Contract. |
| Clauses 8 and 9 | <p>The BIM Protocol is set out at:</p> <ul style="list-style-type: none"> ➤ Appendix E (2) Developed Project Proposals (DPP): 9. BIM Protocol |

| Reference in Partnering Terms | |
|--------------------------------------|--|
| | <p>The BIM Coordinator is:</p> <ul style="list-style-type: none"> ➤ Galliford Try |
| Clause 12 | <p>The Agreed Maximum Price is:-</p> <ul style="list-style-type: none"> ➤ £6,415,090.04 (exclusive of VAT) |
| Clause 12 | <p>The Price Framework is set out at:-</p> <ul style="list-style-type: none"> ➤ Appendix G Agreed Maximum Price and Price Framework: <ol style="list-style-type: none"> 1. Signed DPP Form of Tender (updated with AMP) 2. Summary of the AMP 3. Cash flow forecast 4. Whole life costing statement 5. Risk Register |
| Clause 13.2 | <p>The shared savings arrangements, shared added value and pain/gain Incentives between Partnering Team members in respect of the Project:-</p> <ul style="list-style-type: none"> ➤ Does not apply. |
| Clause 13.3 | <p>The Incentives that link payment to achievement of the Date for Completion or any Targets are:-</p> <ul style="list-style-type: none"> ➤ Does not apply. |
| Clause 15.5 | <p>The form of Vesting Agreement is set out:</p> <ul style="list-style-type: none"> ➤ Appendix H (1) Vesting Agreement |
| Clause 15.6 | Free Issue Materials will be provided by the Client. |
| Clause 15.6 | <p>The Free Issue Materials are:-</p> <ul style="list-style-type: none"> ➤ Lock backs and Casings Only. |
| Clause 15.6 | <p>The Free Issue Inspection Period is:</p> <ul style="list-style-type: none"> ➤ One week. |
| Clause 18.3 (iii) | <p>Third party consents entitling claim for extension of time</p> <ul style="list-style-type: none"> ➤ None other than those items identified as Client Risk items in Appendix G Agreed |

| Reference in Partnering Terms | |
|--------------------------------------|---|
| | Maximum Price and Price Framework: 5. Risk Register. |
| Clause 18.5 | Time-Based Site Overheads:- <ul style="list-style-type: none"> ➤ There are no agreed adjustments in the Commencement Agreement. |
| Clause 18.6 | Unavoidable Work or Expenditure:- <ul style="list-style-type: none"> ➤ There are no agreed adjustments in the Commencement Agreement. |
| Clause 18.9 | The Site Surveys are set out at: <ul style="list-style-type: none"> ➤ Appendix E (2) Developed Project Proposals (DPP): 4. Specifications and Drawings |
| Clause 19.1 | Insurance of Project and Site and Third-Party Property Damage <ul style="list-style-type: none"> ➤ There are no additional or adjusted risks and duration stated in the Commencement Agreement. |
| Clause 19.1 | Insurance of the Project by:- <ul style="list-style-type: none"> ➤ Insurance of the Project shall be taken out by the Constructor in the joint names of the Client and the Constructor. |
| | in the names of:- <ul style="list-style-type: none"> ➤ Galliford Try Holdings plc and Subsidiary Companies |
| | with waiver of rights of subrogation against:- <ul style="list-style-type: none"> ➤ NOT APPLICABLE / The Secretary of State for Justice |
| | with the following percentage addition for fees:- <ul style="list-style-type: none"> ➤ INSURANCES AS FRAMEWORK [REDACTED] |
| | The Client elects to "self-indemnify" the existing buildings and property at the Site and in doing so accepts all of the Client's associated risks arising out of or in relation to such "self-indemnification" provided always that the Partnering Team shall exercise the standard of care referred to at clause 22.1 in carrying out any works and/or services in relation to the existing structures and shall be responsible for any damage that may result from its negligence and/or willful default. In accordance with the Client's decision to "self-indemnify", the Client does not require any additional premium / cost from the Constructor or the Consultants. |

| Reference in Partnering Terms | |
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| Clause 19.1 | Insurance (if any) of third party property damage by:- <ul style="list-style-type: none"> ➤ Constructor in the following amount: - £10 million pounds ➤ Client Representative in the following amount: - £5 million pounds ➤ Cost Consultant in the following amount: - £5 million pounds ➤ Principal Designer in the following amount: - £5 million pounds |
| Clause 19.5 if applicable | Environmental Risk Insurance by:- <ul style="list-style-type: none"> ➤ None required |
| Clause 19.6 if applicable | Latent Defects Insurance by:- <ul style="list-style-type: none"> ➤ None required |
| Clause 19.7 if applicable | Whole Project Insurance by:- <ul style="list-style-type: none"> ➤ None required |
| Clause 19.8 | Insurance obligations - Evidence of Insurance (as per Partnering Agreement) are set out at: <ul style="list-style-type: none"> ➤ Appendix J Evidence of Insurance |
| Clause 19.9 | An advance payment guarantee is not required. |
| Clause 19.9 | A performance bond is not required. |
| Clause 19.9 | A parent company guarantee is not required. |
| Clause 19.9 | A retention bond is not required. The Retention Bond is set out at: <ul style="list-style-type: none"> ➤ Not applicable. |
| Clause 19.9 | An advance payment bond is not required. |
| Clause 20.19 to 20.22 | The Project Bank shall be: NOT USED |
| Clause 21.11 | The Retention Percentage is 0% of all sums due to the Constructor under the Partnering Contract. |

| Reference in Partnering Terms | |
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| Clause 21.7 | <p>The rate of liquidated damages is as follows:-</p> <p>OPTION 1 – WHERE SECTIONS ARE <u>NOT</u> USED</p> <p>➤ for the Project – the rate of £0 per day</p> |
| Clauses 22.2, 22.4 and 22.5 | <p>Without prejudice to the equivalent entry in relation to this clause in the Project Partnering Agreement, the following additional collateral warranties shall be required:-</p> <p>➤ Not applicable.</p> <p>The Additional Collateral Warranties required are set out at:-</p> <p>➤ Not applicable.</p> |
| Clause 22.5 | <p>The Manufacturers are:-</p> <p>➤ GAME ENGINEERING in respect of CELL WINDOW REPLACEMENT</p> <p>➤ AERMEC in respect of AIR SOURCE HEAT PUMPS</p> <p>➤ THERMABEAD in respect of CAVITY WALL INSULATION</p> <p>The Manufacturer Warranties required are set out at:-</p> <p>➤ Appendix H 3. Manufacturers Warranties.</p> |
| Clause 25.6 | <p>The Data Protection Schedule is set out at:-</p> <p>➤ Project Partnering Agreement: Appendix 10.</p> |
| Clause 27 | <p>The Problem Solving Hierarchy (updated) is set out at:-</p> <p>➤ Project Partnering Agreement [Clause 27.2].</p> |
| Clause 28 | <p>The Special Terms (if any) that are in addition to those set out in, attached to or referred to in the Project Partnering Agreement, are as follows:-</p> <p>➤ There are no additional Special Terms other than those previously included within the Project Partnering Agreement.</p> |
| Clause 14.1 Other requirement s | <p>The Client's other requirements in respect of this Project are as follows:-</p> <p>➤ Not applicable.</p> |

THE SECRETARY OF STATE FOR JUSTICE

of
Ministry of Justice
10th Floor,
102 Petty France
London SW1H 9AJ

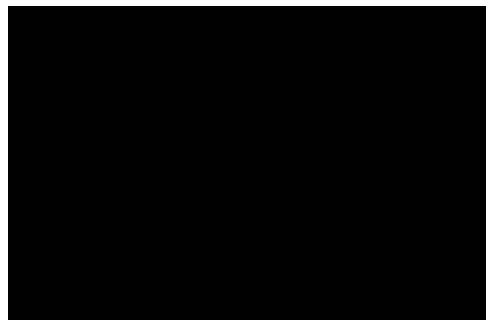
(the “**Client**”)

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 27th day of March

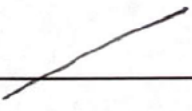
20 25

ATKINSRÉALIS PPS LIMITED (company number **02236832**) 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



N/A

or Acting by

Director

Director/Secretary



GALLIFORD TRY CONSTRUCTION LIMITED (company number **02472080**) whose registered office is situated at

Blake House 3 Frayswater Place, Cowley, Uxbridge, Middlesex, UB8 2AB

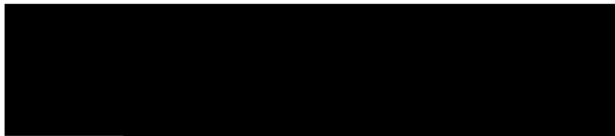
(the “**Constructor**” and “**Lead Designer**”)

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

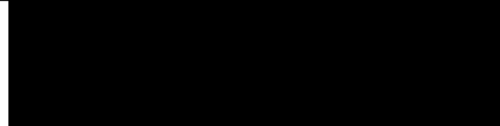
by affixing hereto its common seal in the presence of

or Acting by

Director




Director/Secretary



GLEEDS ADVISORY LIMITED (company number **06472422**) whose registered office is situated at
Aurora, Finzels Reach, Counterslip, Bristol, BS1 6BX

(the "**Cost Consultant**")

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

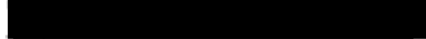
Signed as a deed by Graeme Duckworth as attorney for

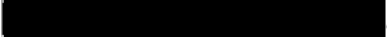
Gleeds Advisory Ltd under a power of attorney dated 15 November 2024 as attorney for Gleeds Advisory Ltd 2024

in the presence of:

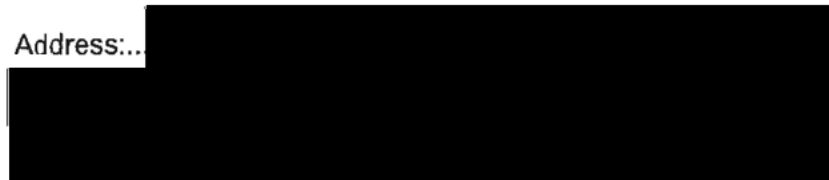


Signature of Witness

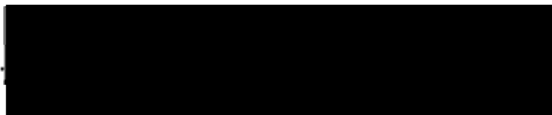


Name of Witness (block capitals):...  ..

Address:...



Occupation:...



GALLIFORD TRY CONSTRUCTION LIMITED (company number **02472080**) whose registered office is situated at

Blake House 3 Frayswater Place, Cowley, Uxbridge, Middlesex, UB8 2AB

(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

[Redacted signature area]

Director/Secretary

[Redacted signature area]