# MINISTRY OF JUSTICE – PRISON ESTATES TRANSFORMATION PROGRAMME HMP WELLINGBOROUGH

**PROJECT BANK ACCOUNT SCHEDULES**

**APPENDIX [TO BE CONFIRMED] TRUST DEED**1

This Trust Deed is made between the Client, the Constructor and the Named Suppliers.

Unless otherwise stated herein, terms in this Trust Deed have the meanings given to them in the ACA Standard Form of Contract for Project Partnering: PPC2000 (amended 2008) (as amended) dated 19 February 2018 (as amended and restated on 23 October 2018) between (1) the Secretary of State for Justice (the "**Client**"); (2) Kier Construction Limited (the "**Constructor**"); (3) Mace Limited; and (4) WTP Partnership Limited (the "**Partnering Contract**").

In accordance with clause 15.1 of the Partnering Contract, the Constructor has been appointed by the Client by way of a Commencement Agreement dated [INSERT DATE] to undertake the design and construction of a new custodial facility known as "HMP Wellingborough" at the Site (the "**Project**").

# BACKGROUND

* 1. The Client and the Constructor have entered in Partnering Contract and the Commencement Agreement in respect of the Works.
  2. The Named Suppliers have entered into contracts (as the context permits) with the Constructor and/or a Specialist in connection with the Project.
  3. The Client and the Constructor have established a Project Bank Account to make provision for payment to the Constructor and the Named Suppliers.

# AGREEMENT

* 1. The parties to this Trust Deed hereby agree that:
     1. all sums due to the Constructor and Named Suppliers and set out in the Authorisation are held in trust in the Project Bank Account for distribution to the Named Suppliers in accordance with the banking arrangements applicable to the Project Bank Account;
     2. further Named Suppliers may be added as parties to this Trust Deed with the agreement of the Client and Constructor;
     3. the agreement of the Client and Constructor as referred to at paragraph [2.1.2](#_bookmark0) shall be treated as agreement by the Named Suppliers;
     4. this Trust Deed is subject to the law of the contract for the Project (as specified in the Partnering Contract);
     5. no party may assign or otherwise charge any benefit under this Trust Deed.

# EXECUTION

This Trust Deed is executed as a deed on 20[19] by:

# THE CLIENT

|  |  |
| --- | --- |
| **EXECUTED AS A DEED** by **THE SECRETARY OF STATE FOR JUSTICE (AS THE**  **"CLIENT")** acting by affixing hereto its common seal in the presence of a witness: | |
| **Witness (signature)**: |  |
| **Witness (printed name)**: |  |
| **Witness address**: |  |
|  |  |
| **Witness occupation**: |  |

**OR**

|  |  |
| --- | --- |
| **SIGNED AS A DEED** by **THE SECRETARY OF STATE FOR JUSTICE (AS THE "CLIENT")**  acting by two authorised signatories: | |
| **Authorised signatory (signature)**: |  |
| **Authorised signatory (signature)**: |  |

**THE CONSTRUCTOR**

|  |  |
| --- | --- |
| **EXECUTED AS A DEED** by **KIER CONSTRUCTION LIMITED** (company number 02099533)  whose registered office is situated at Tempsford Hall, Sandy, Bedfordshire, SG19 2BD, acting by two directors or a director and a company secretary: | |
| **Director**: |  |
| **Director / Secretary**: |  |

**THE NAMED SUPPLIERS**

|  |  |
| --- | --- |
| **EXECUTED AS A DEED** by **[INSERT NAME OF SUPPLIERS]** (company number [INSERT  NUMBER]) whose registered office is situated at [INSERT ADDRESS], acting by two directors or a director and a company secretary: | |
| **Director**: |  |
| **Director / Secretary**: |  |

**APPENDIX [TO BE CONFIRMED] JOINING DEED**2

This Joining Deed is made between the Client, the Constructor and [INSERT NAME OF SUPPLIER] (the "**Additional Supplier**").

Unless otherwise stated herein, terms in this Trust Deed have the meanings given to them in the ACA Standard Form of Contract for Project Partnering: PPC2000 (amended 2008) (as amended) dated 19 February 2018 (as amended and restated on 23 October 2018) between (1) the Secretary of State for Justice (the "**Client**"); (2) Kier Construction Limited (the "**Constructor**"); (3) Mace Limited; and (4) WTP Partnership Limited (the "**Partnering Contract**").

In accordance with clause 15.1 of the Partnering Contract, the Constructor has been appointed by the Client by way of a Commencement Agreement dated [INSERT DATE] to undertake the design and construction of a new custodial facility known as "HMP Wellingborough" at the Site (the "**Project**").

# BACKGROUND

* 1. The Client and the Constructor have entered in Partnering Contract and the Commencement Agreement in respect of the Works.
  2. The Named Suppliers have entered into contracts (as the context permits) with the Constructor and/or a sub-contractor (of any tier) in connection with the Project.
  3. The Client and the Constructor have established a Project Bank Account to make provision for payment to the Constructor and the Named Suppliers.
  4. The Client, the Contractor and the Named Suppliers have entered into a deed set out at Annex 1 of this Joining Deed (the "**Trust Deed**") and have agreed that the Additional Supplier may join the Trust Deed.

# AGREEMENT

* 1. The parties to this Joining Deed hereby agree that:
     1. the Additional Supplier shall become a party to the Trust Deed as from the date of this Joining Deed;
     2. this Trust Deed is subject to the law of the contract for the Project (as specified in the Partnering Contract); and
     3. no party may assign or otherwise charge any benefit under this Trust Deed.

# EXECUTION

This Joining Deed is executed as a deed on 20[19] by:

# THE CLIENT

**EXECUTED AS A DEED** by **THE SECRETARY OF STATE FOR JUSTICE (AS THE**

**"CLIENT")** acting by affixing hereto its common seal in the presence of a witness:

|  |  |
| --- | --- |
| **Witness (signature)**: |  |
| **Witness (printed name)**: |  |
| **Witness address**: |  |
|  |  |
| **Witness occupation**: |  |

# OR

|  |  |
| --- | --- |
| **SIGNED AS A DEED** by **THE SECRETARY OF STATE FOR JUSTICE (AS THE "CLIENT")**  acting by two authorised signatories: | |
| **Authorised signatory (signature)**: |  |
| **Authorised signatory (signature)**: |  |

**THE CONSTRUCTOR**

|  |  |
| --- | --- |
| **EXECUTED AS A DEED** by **KIER CONSTRUCTION LIMITED** (company number 02099533)  whose registered office is situated at Tempsford Hall, Sandy, Bedfordshire, SG19 2BD, acting by two directors or a director and a company secretary: | |
| **Director**: |  |
| **Director / Secretary**: |  |

**THE ADDITIONAL SUPPLIER**

|  |  |
| --- | --- |
| **EXECUTED AS A DEED** by **[INSERT NAME OF SUPPLIERS]** (company number [INSERT  NUMBER]) whose registered office is situated at [INSERT ADDRESS], acting by two directors or a director and a company secretary: | |
| **Director**: |  |
| **Director / Secretary**: |  |

[INSERT A COPY OF THE ORIGINAL TRUST DEED AS AN ANNEX 1 TO THIS JOINING DEED]