



Ministry
of Justice

Establishment: HMP Frankland

**Project: Workshop Heating and
Generator**

BPRN: 540/17/4066 and 540/14/1953

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 26th day of May 2023 (the 'Partnering Contract') made between them in relation to:

Project: Workshop Heating and Generator Project

Site: HMP Frankland

The Partnering Team members:

Client	Secretary of State for Justice
Constructor and Lead Designer	Galliford Try Building 2014 Limited
Client Representative	Mott MacDonald Limited
Cost Consultant	Turner & Townsend Cost Management Limited
Principal Designer	Galliford Try Building 2014 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 16 th December 2024
Clause 6.2	Date for Completion 7 th November 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 £7,073,752.65 (exclusive of VAT)
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 None other than those items identified as Client Risk items within the Risk Register
Clause 18.3(xvi)	Additional events entitling claim for extension of time None other than those items identified as Client Risk items within the Risk Register
Clause 18.5	Adjusted extensions of time entitling additional Site Overheads None other than those items identified as Client Risk items within the Risk Register
Clause 18.6	Adjusted extensions of time entitling claim for unavoidable work/expenditure None other than those items identified as Client Risk items within the Risk Register
Clause 18.9	Exceptions to Constructor risk as to Site None other than those items identified as Client Risk items within the Risk Register

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

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:

None required |
| Clause 19.6 | Latent Defects Insurance by:

None required |
| Clause 19.7 | Whole Project Insurance by:

None required |
| Clause 19.9 | Amount and form of any advance payment guarantee/performance bond/parent company guarantee/retention bond:

None required. |
| 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 |

THE SECRETARY OF STATE FOR JUSTICE
of
Ministry of Justice
10th Floor
102 Petty France
London SW1H 9AJ
United Kingdom

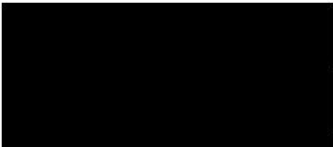
(the “**Client**”)

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 31st day of December 20 24

OFFICIAL

MOTT MACDONALD

whose registered office is situated at

10 Fleet Place
London
EC4M 7RB
United Kingdom

(the “**Client Representative**”)

EXECUTED AS A DEED by the **Client Representative**

by affixing hereto its common seal in the presence of

or Acting by

Director

Director/Secretary

OFFICIAL

GALLIFORD TRY BUILDING 2014 LIMITED

whose registered office is situated at

PO Box 17452
Lochside View
Edinburgh
EH12 1LB
United Kingdom

(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~~ Attorney



TURNER AND TOWNSEND COST MANAGEMENT LIMITED

whose registered office is situated at

Low Hall
Calverley Lane
Horsforth
Leeds
LS18 4GH
United Kingdom

(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 _____  _____

GALLIFORD TRY BUILDING 2014 LIMITED

whose registered office is situated at

PO Box 17552
2 Lochside View
Edinburgh
EH12 1LB
United Kingdom

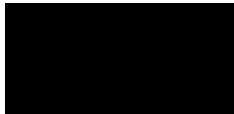
(the “**Principal Designer**”)

EXECUTED AS A DEED by the **Principal Designer**

by affixing hereto its common seal in the presence of

or Acting by

Director



Director/Secretary Attorney

