

Area 7 Structural Inspections Contract (SIC)

Scope

Annex 19 Records

CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Tender Issue	ET	Sept 19

LIST OF CONTENTS

1 RECORDS 5

1.1 General 5

1.2 Retention of Records 5

1 RECORDS

1.1 General

- 1.1.1 For the purpose of this annex, records shall include inventories.
- 1.1.2 The *Consultant* creates and maintains the records in the format and for the duration set out in this annex.
- 1.1.3 The Source/Usage column of Table 1 identifies, where applicable, the source document that defines the inventory/record type and the frequency at which or the circumstances under which the *Consultant* updates and amends the relevant records.
- 1.1.4 The *Consultant* ensures that records are maintained in an acceptable format such as:
- (1) Scanned electronic image (Acrobat .pdf),
 - (2) Editable electronic document (MSWord),
 - (3) Editable electronic spreadsheet (MSExcels),
 - (4) Electronic editable vectorised drawing format (.dwg AutoCAD format or equivalent),
 - (5) Graphic electronic image in compressed (.jpg) format, or
 - (6) Other formats compatible with the *Client's* Information Systems, reference documents or guidance manuals as agreed with the *Service Manager*.
- 1.1.5 The *Consultant* may from time to time agree with the *Service Manager* alternative acceptable formats in which the *Consultant* maintains records, taking into account advances and other developments in information systems. The *Consultant* implements any changes as agreed with the *Service Manager*.
- 1.1.6 The *Consultant* creates, maintains and provides (and ensures that any Subcontractors create and provide) such records that are necessary to Provide the Services.
- 1.1.7 Where applicable, all records created or maintained electronically shall have the metadata (document properties) completed to the satisfaction of the *Service Manager*.

1.2 Retention of Records

- 1.2.1 The *Consultant* retains all electronic and other records in good order for the duration of this contract in such form as to be capable of audit (including electronic means) by the *Service Manager*. The *Consultant* makes the records available for inspection by the *Service Manager* at all reasonable times and provides copies of these records at regular intervals as agreed with the *Service Manager*. The *Consultant* retains records in line with the latest Highways England retention policy which if amended will be cascaded for implementation. The *Consultant* also maintains records in line with any statutory record keeping responsibilities

and until expiry of the *service period* or termination of this contract (unless the *Service Manager* agrees otherwise) and subject to any applicable law or legal requirement imposing a different retention period.

- 1.2.2 The *Consultant* specifies the age of each record and provides them to the *Service Manager* at the end of the contract.

Table 1: Record Types		
Ref No.	Record Type	Source/Usage
1.	Agreements between the <i>Client</i> and Others	
2.	All calculations in relation to Schemes	
3.	All contract documents produced by the <i>Consultant</i> and any amendments thereto	
4.	All Drawings / plans / maps	Whenever the <i>Consultant</i> is required to produce, update, amend or receive from others drawings, plans or maps in accordance with the contract
5.	All maintenance and other manuals to be produced by the <i>Consultant</i>	As required by the Reference Documents in Annex 3
6.	All data required for the Information Systems referred to in Annex 6	Whenever the <i>Consultant</i> is required to populate the Information Systems referred to in Annex 6
7.	All records/data required to populate reports under this contract to be issued by the <i>Consultant</i> .	
8.	Financial Records and Cost Capture Information	All financial records: <ul style="list-style-type: none"> • required to be captured, recorded or updated by the <i>Consultant</i>, or • required to substantiate or demonstrate validity of the above.

Table 1: Record Types		
Ref No.	Record Type	Source/Usage
9.	Photographic Images (High Resolution: 300DPI, Large file format)	Wherever the <i>Consultant</i> is required to obtain photographs including progress photographs
10.	All correspondence with <i>Consultant</i> , Sub Contractors and Others.	
11.	Land Ownership & Land Management	

1.2.3 Critical Incidents:

The following table identifies incidents that are critical.

Table 2: Critical Incidents	
Ref No.	Critical Incidents
1	Multiple collisions involving fatalities, serious injuries or vehicles disabled on a carriageway.
2	Partial or full closure of motorways or trunk roads due to weather or road conditions. This will also include minor incidents occurring at differing locations aggravated by other circumstances, which taken as a whole fall into this category.
3	Collisions involving crossover of a vehicle from one carriageway to another.
4	Collisions involving passenger coaches, school minibuses, trains, or public service vehicles resulting in fatalities or injuries.
5	Fatal collisions involving fire.
6	Serious collisions involving a vehicle carrying dangerous substances (e.g. hazardous chemicals, flammable liquids such as petrol, radioactive materials, etc)
7	Collisions on motorways or trunk roads resulting in serious/potentially serious structural damage (e.g. to a bridge) necessitating road closures
8	Fatal collisions on motorways or trunk roads where road works are in progress
9	Any significant event impacting partial or full closure of motorways or trunk roads due to collisions, security alerts or criminal/terrorist acts. (NILO must ensure that TRANSEC is advised of security alerts)

10	Any incident off or adjacent to the network that may meet any of the above criteria, and affects the network.
11	Any incident or event off the Highways England network which results in stationary vehicles for a period of 1 hour or more.
12	Suicide or attempted suicide resulting on the closure of lanes or carriageways.
13	Road works over running by 30 minutes or more, and likely to have an impact on the network.
14	Any instances of 50% of the 'reserve' winter maintenance fleet being utilised within any area.

Area 7 Structural Inspections Contract (SIC)

Scope

Annex 24

Parent Company Guarantee

CONTENTS AMENDMENT SHEET

Issue No.	Revision No.	Amendments	Initials	Date
0	0	Tender Issue	ET	Sept 19

DATED [●]

HIGHWAYS ENGLAND COMPANY LIMITED
as Client

[●]
as Guarantor

PARENT COMPANY GUARANTEE

relating to a term contract for the provision of [●] in Highways England Area [●]

DATED [●]**PARTIES**

- (1) **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “**Client**”)
- (2) [●] (company no [●]) whose registered office is at [●] (the “**Guarantor**”)

BACKGROUND

- (A) By the Contract, the Client has employed the Contractor to provide the Services.
- (B) The Guarantor is the **[ultimate]**¹ parent company of the Contractor.
- (C) The Guarantor has agreed to guarantee the due performance by the Contractor of his obligations under the Contract in the manner set out in this deed.

OPERATIVE PROVISIONS**1. DEFINITIONS AND INTERPRETATION**

- 1.1. Unless the contrary intention appears, the following definitions apply:

“**Contract**” means the contract dated [●] between the Client (1) and the Contractor (2) under which the Contractor has agreed to provide the Services.

“**Contractor**” means [●] (company no [●]) whose registered office is at [●].

“**Insolvency Event**” means the Contractor being unable to pay its debts (as defined by Sections 123(1) and 268(1) of the Insolvency Act 1986) or any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (a) suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Contractor other than a solvent liquidation or reorganisation of the Contractor;
- (b) a composition, assignment or arrangement with any creditor of the Contractor;
- (c) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the Contractor or any of its assets; or
- (d) enforcement of any security over any assets of the Contractor, or any analogous procedure or step is taken in any jurisdiction.

¹ **Note to Procurement Officer: delete if not applicable.**

“Services” means the services to be provided by the Contractor pursuant to the Contract.

- 1.2. The clause headings in this deed are for the convenience of the parties only and do not affect its interpretation.
- 1.3. Words importing the singular meaning include the plural meaning and vice versa.
- 1.4. Words denoting the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably.
- 1.5. References in this deed to a clause are to a clause of this deed.
- 1.6. References in this deed to any statute or statutory instrument include and refer to any statutory amendment or re-enactment for the time being in force.

2. GUARANTEE

- 2.1. In consideration of the Client agreeing to enter into the Contract with the Contractor, the Guarantor irrevocably and unconditionally guarantees and undertakes to the Client that:
 - a) the Contractor will perform and observe all his obligations under the Contract at the times and in the manner provided in the Contract; and
 - b) in the event of any breach of such obligations by the Contractor, the Guarantor shall procure that the Contractor makes good the breach or otherwise cause it to be made good and shall indemnify the Client against any loss, damage, demands, charges, payments, liability, proceedings, claims, costs and expenses suffered or incurred by the Client arising from or in connection with it.
- 2.2. The Guarantor shall also indemnify the Client against:
 - a) any costs, losses and expenses (including legal expenses) which may be suffered or incurred by the Client in seeking to enforce and enforcing (i) this Guarantee and/or (ii) any judgment or order obtained in respect of this Guarantee; and
 - b) any loss or liability suffered or incurred by the Client if any of the obligations of the Contractor under the Contract is or becomes illegal, invalid or unenforceable for whatsoever reason as if such obligations were not illegal, invalid or unenforceable.
- 2.3. Any limitation or defence which would have been available to the Contractor in an action under the Contract shall likewise be available to the Guarantor in a corresponding action under this deed, provided that nothing in this clause shall:
 - a) prejudice or affect any liability of the Guarantor under clause 2.2; nor

- b) allow the Guarantor to avoid liability if either of the events specified in clause 5 occurs.

3. GUARANTOR'S LIABILITY

- 3.1. The obligations of the Guarantor under this deed are in addition to and independent of any other security which the Client may at any time hold in respect of the Contractor's obligations under the Contract and may be enforced against the Guarantor without first having recourse to any such security.
- 3.2. The obligations of the Guarantor under this deed are in addition to and not in substitution for any rights or remedies that the Client may have against the Contractor under the Contract or at law.
- 3.3. The liability of the Guarantor under this deed shall in no way be discharged, lessened or affected by:
 - a) an Insolvency Event;
 - b) any change in the constitution, status, function, control or ownership of the Contractor or any legal limitation, disability or incapacity relating to the Contractor or any other person;
 - c) the Contract or any of the provisions of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
 - d) any time given, waiver, forbearance, compromise or other indulgence shown by the Client to the Contractor;
 - e) the assertion or failure to assert or delay in asserting any rights or remedies of the Client or the pursuit of any right or remedy of the Client;
 - f) the giving by the Contractor of any security or the release, modification or exchange of any such security or the liability of any person; or
 - g) any other act, event, omission or circumstance which but for this provision might operate to discharge, lessen or otherwise affect the liability of the Guarantor,
- 3.4. in each case with or without notice to, or the consent of, the Guarantor and the Guarantor unconditionally and irrevocably waives any requirement for notice of, or consent to, such matters.
- 3.5. Any decision of an adjudicator, expert, arbitral tribunal or court in respect of or in connection with the Contract and any settlement or arrangement made between the Client and the Contractor shall be binding on the Guarantor.

4. VARIATIONS TO THE CONTRACT

- 4.1. The Guarantor authorises the Contractor and the Client to make any addition or variation to the Contract, the due and punctual performance of which shall

likewise be guaranteed by the Guarantor in accordance with the terms of this deed. The liability of the Guarantor under this deed shall in no way be discharged or lessened by any such addition or variation.

5. LIQUIDATION/DETERMINATION

5.1. The Guarantor covenants with the Client that:

- a) if a liquidator is appointed in respect of the Contractor and the liquidator disclaims the Contract; or
- b) if the Contractor's employment under the Contract is determined for any reason,

the liability of the Guarantor under this deed shall remain in full force and effect.

6. WAIVER

6.1. The Guarantor waives any right to require the Client to pursue any remedy (whether under the Contract or otherwise) which it may have against the Contractor before proceeding against the Guarantor under this deed.

7. RIGHTS OF GUARANTOR AGAINST CONTRACTOR

7.1. The Guarantor shall not by any means or on any ground seek to recover from the Contractor (whether by instituting or threatening proceedings or by way of set-off or counterclaim or otherwise) or otherwise to prove in competition with the Client in respect of any payment made by the Guarantor under this deed nor be entitled in competition with the Client to claim or have the benefit of any security which the Client holds for any money or liability owed by the Contractor to the Client. If the Guarantor shall receive any monies from the Contractor in respect of any payment made by the Guarantor under this deed, the Guarantor shall hold such monies in trust for the Client for so long as the Guarantor remains liable or contingently liable under this deed.

8. CONTINUING GUARANTEE

8.1. The terms of this deed are a continuing guarantee and shall remain in full force and effect until each part of every obligation of the Contractor under the Contract has been performed and observed and until each and every liability of the Contractor under the Contract has been satisfied in full.

9. THIRD PARTY RIGHTS

9.1. Unless the right of enforcement is expressly granted, it is not intended that any third party should have the right to enforce any provision of this deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

10. NOTICES

- 10.1. Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).

11. GOVERNING LAW

- 11.1. The application and interpretation of this deed shall in all respects be governed by English law and any dispute or difference arising under it shall be subject to the exclusive jurisdiction of the courts of England and Wales save that any decision, judgment or award of such courts may be enforced in the courts of any jurisdiction.

This deed has been executed as a deed and delivered on the date stated at the beginning of this deed.

EXECUTION PAGE

Executed as a deed by **[CLIENT]**

acting by

in the presence of:

[name of director]

Name of witness:

Signature of witness:

Address:

Occupation:

Executed as a deed by **[GUARANTOR]**

acting by

in the presence of:

[name of director]

Name of witness:

Signature of witness:

Address:

Occupation:

OR

Executed as a deed by **[GUARANTOR]**

acting by:

Director:

Director Secretary:

Area 7 Structural Inspections Contract

Scope

Annex 25A

Form of Novation (Client to Client)

ANNEX 25**CONTENTS AMENDMENT SHEET**

Issue No.	Revision No.	Amendments	Initials	Date
0	0	Tender Issue	ET	Sept 19

DATED [●]

HIGHWAYS ENGLAND COMPANY LIMITED
as Old Client

[●]
as New Client

[●]
as Contractor

DEED OF NOVATION

relating to a [●] contract for the provision of [●] services in Highways England Area
[●]

DATED [●]

PARTIES

- (1) **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “**Old Client**”)
- (2) [*insert details of replacement authority*] (the “**New Client**”)
- (3) [●] (company no [●]) whose registered office is at [●] (the “**Contractor**”)

BACKGROUND

- (A) By the Contract, the Old Client has employed the Contractor to provide the Services.
- (B) The Old Client has agreed (with the consent of the Contractor) to transfer all its rights and obligations under the Contract to the New Client and the Contractor has agreed to accept the liability of the New Client in place of the liability of the Old Client under the Contract upon and subject to the terms of this deed, which is supplemental to the Contract.

1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless the contrary intention appears, the following definitions apply:

“**Contract**” means the contract dated [●] between the Client (1) and the Contractor (2) (including any further agreement varying or supplementing the Contract) under which the Contractor has agreed to provide the Services.

“**Services**” means the services to be provided by the Contractor pursuant to the Contract.

- 1.2 The clause and paragraph headings in this deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.3 Words in this deed denoting the singular include the plural meaning and vice versa.

1.4 References in this deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.

1.5 Words in this deed importing one gender include both other genders and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and vice versa.

2. NOVATION

2.1 The Old Client and the Contractor release and discharge each other from the further performance of their respective obligations under the Contract and the Contractor acknowledges and accepts the liability of the New Client in place of the liability of the Old Client under the Contract.

2.2 The Contractor undertakes to be bound to the New Client by the terms of the Contract in every way as if the New Client was and always had been a party to the Contract in place of the Old Client.

2.3 The Contractor acknowledges and warrants to the New Client that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Contract.

3. NEW CLIENT'S UNDERTAKING

3.1 Subject to Clause 4.1 below, the New Client undertakes to be bound to the Contractor by the terms of the Contract and to perform the obligations on the part of the *Client* under the Contract in every way as if the New Client was and always had been a party to the Contract in place of the Old Client.

4. PAYMENT OF SUMS DUE

4.1 The Contractor and the Old Client agree that the total amount to be paid by the Old Client to the Contractor for the Services provided under the Contract prior to the date of this deed is £[●]. The Contractor acknowledges that the Old Client has paid the sum of £[●] prior to the date of this deed. The balance of £[●] shall be invoiced by the Contractor to the Old Client and paid by the Old Client in accordance with the Contract.

4.2 The Contractor and the New Client agree that the New Client shall be solely responsible (to the exclusion of the Old Client) for payment of all sums due to the Contractor under the Contract for any Services provided after the date of this deed.

4.3 [Where, under Clause 2.2 above or under any other contract between the New Client and the Contractor, any sum of money is recoverable from or payable by the Contractor to the New Client, such sum may be deducted from or reduced by the amount of any sum then due or which may at any time become due from the New Client to the Contractor under Clause 4.2 above or under any other contract with any Department or Office of Her Majesty's Government.]¹

5. NOTICES

5.1 Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).

6. GOVERNING LAW AND DISPUTES

6.1 This deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

6.2 The parties agree that the courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this deed, including (without limitation) in relation to any non-contractual obligations. The parties irrevocably submit to the jurisdiction of those courts.

This Deed has been executed as a deed and delivered on the date stated at the beginning of this Deed.

OPTION 1a [execution by Highways)
England under seal])
)

¹ Include only if the New Client is a Department or Office of Her Majesty's Government.

Executed as a deed by **HIGHWAYS
ENGLAND COMPANY LIMITED** by affixing
its common seal in the presence of:

Director

Director/Secretary

*OPTION 1b [execution by Highways
England under seal]*

)
)
)

Executed as a deed by **HIGHWAYS
ENGLAND COMPANY LIMITED** by affixing
its common seal in the presence of:

Authorised Signatory

Authorised Signatory

OPTION 2a Executed as a deed by
**HIGHWAYS ENGLAND COMPANY
LIMITED** acting by:

)
)
)

Director

Director/Secretary

OPTION 2b Executed as a deed by
**HIGHWAYS ENGLAND COMPANY
LIMITED** acting by:

)
)
)

Authorised Signatory

Authorised Signatory

Executed as a deed by **[NEW CLIENT]**)
in the presence of:)

Authorised Signatory

Authorised Signatory

Executed as a deed by **[CONTRACTOR]**)
in the presence of:)

Director

Director/Secretary

Area 7 Structural Inspections Contract (SIC)

Scope

Annex 25B

Form of Novation (Contractor to Contractor)

ANNEX 25
CONTENTS AMENDMENT SHEET

Issue No.	Revision No.	Amendments	Initials	Date
0	0	Tender Issue	ET	Sept 19

DATED [●]

HIGHWAYS ENGLAND COMPANY LIMITED
as Client

[●]
as New Contractor

[●]
as Old Contractor

DEED OF NOVATION

relating to a [●] contract for the provision of [●] services in Highways England Area
[●]

DATED [●]

PARTIES

- (1) **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “**Client**”)
- (2) [*insert details of replacement Contractor*] (the “**New Contractor**”)
- (3) [●] (company no [●]) whose registered office is at [●] (the “**Old Contractor**”)

BACKGROUND

- (A) By the Contract, the Client has employed the Old Contractor to provide the Services.
- (B) The Old Contractor has agreed (with the consent of the Client) to transfer all its rights and obligations under the Contract to the New Contractor and the Client has agreed to accept the liability of the New Contractor in place of the liability of the Old Contractor under the Contract upon and subject to the terms of this deed, which is supplemental to the Contract.

1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless the contrary intention appears, the following definitions apply:

“**Contract**” means the contract dated [●] between the Client (1) and the Old Contractor (3) (including any further agreement varying or supplementing the Contract) under which the Old Contractor has agreed to provide the Services.

“**Services**” means the services to be provided by the Old Contractor pursuant to the Contract.

- 1.2 The clause and paragraph headings in this deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.3 Words in this deed denoting the singular include the plural meaning and vice versa.

1.4 References in this deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.

1.5 Words in this deed importing one gender include both other genders and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and vice versa.

2. NOVATION

2.1 The Old Contractor and the Client release and discharge each other from the further performance of their respective obligations under the Contract and the Client acknowledges and accepts the liability of the New Contractor in place of the liability of the Old Contractor under the Contract.

2.2 The New Contractor undertakes to be bound to the Client by the terms of the Contract in every way as if the New Contractor was and always had been a party to the Contract in place of the Old Contractor.

2.3 The Client acknowledges and warrants to the New Contractor that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Contract.

3. NEW CONTRACTOR'S UNDERTAKING

3.1 Subject to Clause 4.1 below, the New Contractor undertakes to be bound to the Client by the terms of the Contract and to perform the obligations on the part of the Contractor under the Contract in every way as if the New Contractor was and always had been a party to the Contract in place of the Old Contractor.

4. PAYMENT OF SUMS DUE

4.1 The Client and the Old Contractor agree that the total amount to be paid by the Client to the Old Contractor for the Services provided under the Contract prior to the date of this deed is £[●]. The Old Contractor acknowledges that the Client has paid the sum of £[●] prior to the date of this deed. The balance

of £[●] shall be invoiced by the Old Contractor to the Client and paid by the Client in accordance with the Contract.

- 4.2 The New Contractor acknowledges that any payment made by the Client to the Old Contractor in respect of the Services (whether before or after the date of this deed) shall be treated as having been made to the New Contractor and that the Client's payment obligation under the Contract shall to that extent be treated as discharged.

5. NOTICES

- 5.1 Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).

6. GOVERNING LAW AND DISPUTES

- 6.1 This deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
- 6.2 The parties agree that the courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this deed, including (without limitation) in relation to any non-contractual obligations. The parties irrevocably submit to the jurisdiction of those courts.

This Deed has been executed as a deed and delivered on the date stated at the beginning of this Deed.

OPTION 1a [*execution by Highways*
England under seal])
)
)

Executed as a deed by **HIGHWAYS**
ENGLAND COMPANY LIMITED by affixing
its common seal in the presence of:

Director

Director/Secretary

*OPTION 1b [execution by Highways
England under seal]*)
)
)

Executed as a deed by **HIGHWAYS
ENGLAND COMPANY LIMITED** by affixing
its common seal in the presence of:

Authorised Signatory

Authorised Signatory

OPTION 2a Executed as a deed by)
HIGHWAYS ENGLAND COMPANY)
LIMITED acting by:)

Director

Director/Secretary

OPTION 2b Executed as a deed by)
HIGHWAYS ENGLAND COMPANY)
LIMITED acting by:)

Authorised Signatory

Authorised Signatory

Executed as a deed by [**OLD**)
CONTACTOR])
in the presence of:

Authorised Signatory

Authorised Signatory

Executed as a deed by **[NEW
CONTRACTOR]**
in the presence of:

)
)

Director

Director/Secretary

Area 7 Structural Inspection Contracts (SIC)

Scope

Annex 26

Customer Service

CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Tender Issue	ET	Sept 19

LIST OF CONTENTS

1	CUSTOMER SERVICE.....	4
1.1	Introduction	4
1.2	Customer Correspondence and Complaints	4
1.3	Roadworks and Information	5
1.4	Governance.....	Error! Bookmark not defined.
1.5	Customer Performance	6
1.6	Audit and Assurance.....	6

1 CUSTOMER SERVICE

1.1 Introduction

1.1.1 The customer is any person or organisation that uses or is affected by the Affected Property (England's Strategic Road Network), including, but not limited to:

- road users,
- communities and community groups,
- persons, including tenants and organisations that lease from the *Client*,
- the public who use the Affected Property.

1.1.2 Highways England's Customer Service Strategy – Better Journeys and Better Conversations (herein termed the Strategy), sets out the approach to improving works and services provided to its customers. Key aspects of the Strategy include, but are not limited to:

- consistently, effectively and efficiently Provide the Service while minimizing delays and making journeys as stress free as possible,
- effectively and efficiently develop, operate, maintain and improve our assets in our network,
- developing and maintaining sustainable relationships with customers and communities, provide information to help people make the best choices and understand the needs and expectation of customers,

the *Consultant* collaborates with the *Client* and Community to support the successful delivery of the Strategy.

1.1.3 The *Consultant* notifies the *Client* of any customer service issues and provides support in the mitigation of any negative consequences that could affect the delivery of the works or services or achievement of the aims and objectives in the Strategy.

1.2 Customer Correspondence and Complaints

1.2.1 The *Consultant* communicates and manages correspondence and complaints in accordance with the, Annex 12.

1.2.2 The *Consultant* provides any information that is needed to enable the *Client* to prepare responses to questions or issues raised by or on behalf of any customer. The *Consultant* provides such information within any time periods which may be imposed by the *Client* (acting reasonably having regard to the purpose of the provision of the information requested and to the nature and extent of the information requested). If the *Consultant* cannot provide the required information to support the *Client's* response, the *Consultant* will immediately notify the *Client*, detailing the reasons.

1.3 Roadworks and Information

- 1.3.1 The *Consultant* provides the Service in accordance with the *Client's* Plans as detailed in the Scope.
- 1.3.2 The *Consultant* minimises the impact to customers while delivering the works or services and adheres to the requirements in the Network Occupancy Requirements (NOR) in terms of managing the road space closures and the Incident Response Plan (IRP) for managing incidents on the network.
- 1.3.3 The *Consultant* takes all necessary actions to ensure that drivers and road users are aware of the road works, lane closures and disruptions to their trips before commencing their journeys.
- 1.3.4 The *Consultant* uses a wide range of communication channels to inform customers of any disruptions to their journeys in collaboration with the *Client*. These include; roadside signage during planned roadworks, roadside signage to provide advance notice of intended roadworks, publicity material at service areas, petrol filling stations, seaports and airports, press releases and dialogue with broadcast media, publicity campaigns, Local Authority briefings, information notices to emergency services and breakdown services, use of existing Highways England Variable Message Signs, use of strategically placed Portable Variable Message Signs, use of Journey Time Recognition System.
- 1.3.4 The *Consultant* works collaboratively with all stakeholders to avoid closure clashes to ensure that alternative routes remain available for use by road users. Closures on routes regularly used by high impact economic customers will be managed carefully to maintain delays to a minimum.
- 1.3.5 The *Consultant* prepares a traffic management communications plan in advance of the start of planned works in which key messages, communication channels and target audiences are to be identified and which sets out the processes and procedures for communications. A contingency traffic management communications plan for incidents and emergencies will also be prepared for roll out as required. This plan will align with the Network Occupancy Communications Plan (NOCP) required by the Network Occupancy Requirements (NOR).
- 1.3.6 The *Consultant* engages with the local and wider community, including businesses, to listen to their views and concerns and formulate solutions on an ongoing basis as part of the traffic management approach.

1.4 Governance

- 1.4.1 The *Consultant* ensures that all customer service issues are an agenda item at the monthly review meetings and are itemised in the Monthly Review Progress Report as defined in, Annex 3.
- 1.4.2 The *Consultant* collaborates with the *Client* to create a customer plan which aligns with the Network Occupancy Communications Plan (NOCP) and defines:
- all customer stakeholder groups
 - communication channels and timings for each stakeholder,
 - feedback protocols from customers.

1.5 Customer Performance

- 1.5.1 The *Consultant* records performance against the CPF customer and stakeholder performance metrics in accordance with Annex 17.

1.6 Audit and Assurance

- 1.6.1 Following reasonable notice, the *Client* will conduct customer audits of the *Consultant's* policies, procedures and practices at such times as required. The *Consultant* will cooperate with such requests and provide all information requested by the *Client*.
- 1.6.2 The *Client* may suggest recommendations to the *Consultant's* Quality Plan to improve customer service assurance. The *Consultant* implements these recommendations and provide responses to the *Client* if these are not accepted.