



**Establishment:** Cardiff Magistrates Courts

**Project:** Replacement of AHU's and Distribution Boards

**BPRN:** 356/20/6113

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## COMMENCEMENT AGREEMENT

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Commencement Agreement		
<b>Appendix</b>	<b>Title</b>	<b>Comments</b>
<b>A</b>	Project Timetable	Attached
<b>B</b>	Construction Phase Health and Safety Information Pack	Attached
<b>C</b>	Pre-commencement surveys	Attached
<b>D</b>	Planning Issues	Not applicable
<b>E</b>	Developed Project Brief and Project Proposals Including: <ul style="list-style-type: none"> <li>✦ DPP Form of Tender</li> <li>✦ Scope of Works</li> <li>✦ Sustainability Statement</li> <li>✦ Quality Management Plan</li> </ul>	Attached
<b>F</b>	List of Specialists	Attached
<b>G</b>	Agreed Maximum Price and Price Framework Including: <ul style="list-style-type: none"> <li>✦ Risk register</li> <li>✦ Pricing document</li> </ul>	Attached
<b>H</b>	Site waste management plan	Attached
<b>J</b>	Evidence of insurance	Attached
<b>L</b>	Queries raised by the Technical Assessors and the responses to these queries	Not applicable
<b>M</b>	Project Partnering Agreement- Specialists who will be partnering Team members	Not applicable
<b>N</b>	Project Partnering Agreement- Specialists appointed by Client	Not applicable

<b>O</b>	Project Partnering Agreement- The ProblemSolving Hierarchy	Attached
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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 30<sup>th</sup> September 2020 (the 'Partnering Contract') made between them in relation to: [HMCTS Regional Small Works relating to emergency Covid Works \(the "Project"\) at various sites across the Wales and Central Region.](#)

Project: Replacement of AHU's and Distribution Boards

Site: Cardiff Magistrates Court

The Partnering Team members:

<b>Client</b>	Secretary of State for Justice
<b>Constructor and Lead Designer</b>	Tilbury Douglas Construction Ltd
<b>Client Representative</b>	AECOM Limited
<b>Cost Consultant</b>	Pick Everard
<b>Principal Designer</b>	Tilbury Douglas Construction Ltd

**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:

**Agree under this Commencement Agreement that: (Continued)**

*Reference in  
Partnering Term*

Clause 6.2                      The Project Timetable is included in Appendix A of this Commencement Agreement.

Clause 6.2                      Date of Possession

6<sup>th</sup> February 2023

Clause 6.2                      Date for Completion

8<sup>th</sup> June 2023

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 £1,917,523.85 (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:

**15%**

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:  <b>None required</b>
Clause 19.6	Latent Defects Insurance by:  <b>None required</b>
Clause 19.7	Whole Project Insurance by:  <b>None required</b>
Clause 19.9	Amount and form of any advance payment guarantee/performance bond/parent company guarantee/retention bond:  <b>None required.</b>
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

10<sup>th</sup> Floor,  
102 Petty France  
London SW1H 9AJ

(the "**Client**")

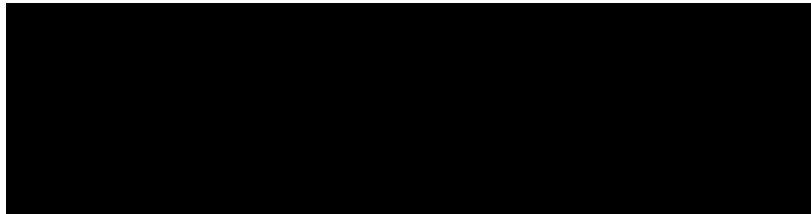
EXECUTED AS A DEED by the **Client** by affixing hereto  
its common seal in the presence of

\_\_\_\_\_  
\_\_\_\_\_

or Acting by

Authorised signatory

Authorised signatory



Dated the 29<sup>th</sup> day of November 2022



**AECOM Limited**

Whose registered office is situated at  
Aldgate Tower  
2 Leman Street  
London  
United Kingdom E1 8FA

(the "**Client Representative**")

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

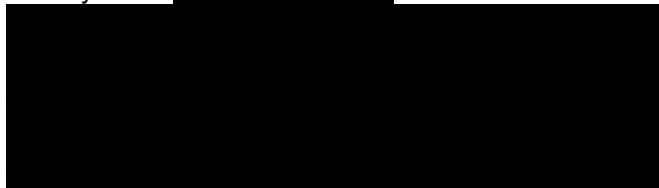
by affixing hereto its common seal in the presence of

\_\_\_\_\_  
\_\_\_\_\_

or Acting by under power of attorney dated

Authorised signatory

Authorised signatory



Project: Cardiff Magistrates Courts  
Project Name: Replacement AHU's and DB's

COMMENCEMENT AGREEMENT  
OFFICIAL

**Tilbury Douglas Construction Ltd**  
Whose registered office is situated at  
30-40 Eastcheap,  
London,  
England.  
EC3M 1HD

(the **"Constructor"** and **"Lead Designer"**)

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

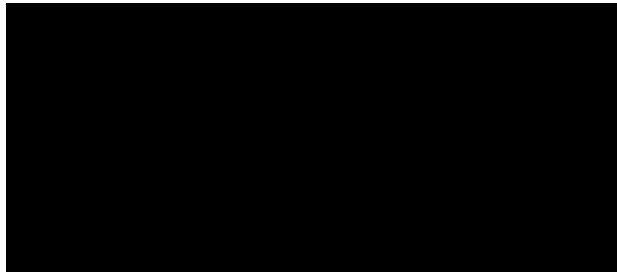
by affixing hereto its common seal in the presence of

\_\_\_\_\_  
\_\_\_\_\_

or Acting by

Director

Director/Secretary



**Pick Everard**

whose registered office is situated at  
Halford House  
Charles Street  
Leicester  
United Kingdom  
LE1 1HA

(the “**Cost Consultant**”)

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

by affixing hereto its common seal in the presence of

\_\_\_\_\_  
\_\_\_\_\_

**or** Acting by

Partner

Witnes

