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Tender

## **New Hospital Programme – Hospital 2.0 Alliance (H2A) Framework**

NHS England

F02: Contract notice

Notice identifier: 2025/S 000-004765

Procurement identifier (OCID): ocds-h6vhtk-044e56

Published 12 February 2025, 2:50pm

### **Section I: Contracting authority**

#### **I.1) Name and addresses**

NHS England

Wellington House

London

SE1 8UP

#### **Contact**

NHS England/NHP Procurement

#### **Email**

[nhp.tenders@nhs.net](mailto:nhp.tenders@nhs.net)

#### **Country**

United Kingdom

#### **Region code**

UKE - Yorkshire and the Humber

### **Internet address(es)**

Main address

<https://www.england.nhs.uk>

Buyer's address

<https://www.england.nhs.uk>

### **I.3) Communication**

Access to the procurement documents is restricted. Further information can be obtained at

<https://health-family.force.com/s/Welcome>

Additional information can be obtained from the above-mentioned address

Tenders or requests to participate must be submitted electronically via

<https://health-family.force.com/s/Welcome>

Tenders or requests to participate must be submitted to the above-mentioned address

Electronic communication requires the use of tools and devices that are not generally available. Unrestricted and full direct access to these tools and devices is possible, free of charge, at

<https://health-family.force.com/s/Welcome>

### **I.4) Type of the contracting authority**

Body governed by public law

### **I.5) Main activity**

Health

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## **Section II: Object**

## **II.1) Scope of the procurement**

### **II.1.1) Title**

New Hospital Programme – Hospital 2.0 Alliance (H2A) Framework

### **II.1.2) Main CPV code**

- 45215140 - Hospital facilities construction work

### **II.1.3) Type of contract**

Works

### **II.1.4) Short description**

NHS England (“NHSE”) is seeking to establish a multi-supplier framework agreement for major capital works for hospital build, refurbishment and ancillary works required by NHSE, including the detailed design, construction, commissioning and hand back of major hospital schemes as part of the New Hospital Programme (“NHP”). The framework agreement is to be referred to as the Hospital 2.0 Alliance Framework (the “H2A Framework” or “Framework Agreement”). Works and Services will be carried out on existing sites, adjacent to existing facilities or on new sites. The scope of the Framework Agreement will also include refurbishment, testing, ancillary and enabling works including demolition, fit out, landscaping, highways, office building, asset protection, planning, car parks, digital and lifecycle maintenance of capital works (although suppliers are to note that not all of these elements of scope will be required for the design and build of each hospital (or package/part thereof) forming part of the NHP and delivered via the Framework Agreement (individual “Schemes”)).

NHSE is seeking expressions of interest from suppliers with suitable major project experience, capacity and the capability to deliver complex hospital build and refurbishment construction works. Subject to the terms of the accompanying Procurement Documents, NHSE intends to award up to ten (10) places on the Framework Agreement, but it reserves its rights to award fewer places, or to award eleven (11) places in certain prescribed scenarios (as defined in the Procurement Documents). Please see the accompanying Procurement Documents for further information.

The successful Tenderers (“H2A Contractors”) will provide expertise and experience in construction and integration works on major complex life critical programmes to allow NHP to develop a more standardised approach to design and delivery, unlock efficiencies and accelerate delivery in one of the biggest hospital building programmes in a generation.

The Framework Agreement (and Alliance Agreement) is being procured by and for the use of NHSE in respect of its needs and requirements for the New Hospital Programme and any wider NHSE requirements. The Framework Agreement may also be used by those Contracting Bodies referred to in Section VI.3 (Additional Information) below.

The scope of Works and Services and contractual documents applicable to the Framework Agreement are more particularly described in the Candidate's Guide and Descriptive Document, Selection Questionnaire Pack ("SQP") and accompanying Procurement Documents. Candidates are further referred to Section VI.3 (Additional Information) in this Contract Notice.

To access the Hospital 2.0 Alliance (H2A) Selection Questionnaire (SQ), suppliers are required to:

1. Access the Atamis eSourcing Portal through:  
<https://atamis-1928.my.site.com/s>Welcome>
2. Sign into an existing account, or register for a new one.
3. Access the 'NHP Non Disclosure Agreement' project (reference number: C323060).
- 4a. If the supplier has completed an NHP NDA previously, the supplier must respond to the Broadcast message in the project with a request to access the procurement.
- 4b. If not completed an NDA previously, answer all questions (found under the Requirements section) within the project, and provide details of the authorised signatory who is entitled to sign the NDA on the supplier's behalf, click "submit", and;
5. Sign the NDA facilitated by NHP via DocuSign. Once the NDA has been duly signed by the authorised signatory and received by NHSE, the NDA will be binding on the supplier and access to the H2A SQ and Reading Room will be granted.

#### **II.1.5) Estimated total value**

Value excluding VAT: £37,000,000,000

#### **II.1.6) Information about lots**

This contract is divided into lots: No

### **II.2) Description**

#### **II.2.2) Additional CPV code(s)**

- 45112700 - Landscaping work
- 50700000 - Repair and maintenance services of building installations
- 45215000 - Construction work for buildings relating to health and social services, for crematoriums and public conveniences

- 51120000 - Installation services of mechanical equipment
- 71300000 - Engineering services
- 45110000 - Building demolition and wrecking work and earthmoving work
- 45213312 - Car park building construction work
- 45215100 - Construction work for buildings relating to health
- 45233000 - Construction, foundation and surface works for highways, roads
- 45350000 - Mechanical installations
- 45351000 - Mechanical engineering installation works
- 45450000 - Other building completion work
- 48000000 - Software package and information systems
- 48100000 - Industry specific software package
- 50710000 - Repair and maintenance services of electrical and mechanical building installations
- 51100000 - Installation services of electrical and mechanical equipment
- 71000000 - Architectural, construction, engineering and inspection services
- 71240000 - Architectural, engineering and planning services
- 71241000 - Feasibility study, advisory service, analysis
- 71242000 - Project and design preparation, estimation of costs
- 71245000 - Approval plans, working drawings and specifications
- 71315000 - Building services
- 71333000 - Mechanical engineering services
- 71334000 - Mechanical and electrical engineering services
- 71356400 - Technical planning services
- 71400000 - Urban planning and landscape architectural services
- 71500000 - Construction-related services
- 71541000 - Construction project management services
- 72224100 - System implementation planning services

- 90712000 - Environmental planning

### **II.2.3) Place of performance**

NUTS codes

- UKE - Yorkshire and the Humber

### **II.2.4) Description of the procurement**

The New Hospital Programme (NHP) was created to deliver the biggest hospital building programme in a generation. It is an enduring programme intended to develop capacity, value for money efficiency and skills over many years through collaboration, standardisation and cooperation. The first hospitals to be delivered under the NHP have already been completed and many are in construction. The Hospital 2.0 Alliance Framework (“H2A Framework” or “Framework Agreement”), will be a multi-supplier framework agreement established for major capital works for hospital build, refurbishment and ancillary works required by NHSE, including the detailed design, construction, commissioning and handover of major hospital schemes including but not limited to NHP waves 1 to 3, as set out in the ‘NHP plan for implementation’ (New Hospital Programme: plan for implementation -

<https://www.gov.uk/government/publications/new-hospital-programme-review-outcome/new-hospital-programme-plan-for-implementation>). Further detail of the Schemes and scope of this procurement can be found in the accompanying Procurement Documents (see in particular ITC Appendix A2 (Draft Framework Scope)).

Successful Tenderers will enter into two instruments following the conclusion of this procurement:

- The Hospital 2.0 Alliance Agreement (Alliance Agreement) which is a cross-programme collaboration agreement (with a facility to award task orders for minor constructability and advisory services); and
- The Hospital 2.0 Alliance Framework (H2A Framework) itself from which Call-Off Contracts for the delivery of specific Schemes/Works will be made.

NHSE is seeking expressions of interest from suppliers with suitable major project experience, capacity and the capability to deliver complex hospital build and refurbishment construction works.

The H2A Contractors will provide expertise and experience in construction and integration works on major complex life critical programmes to allow NHP to develop a more standardised approach to design and delivery, unlock efficiencies and accelerate delivery in one of the biggest hospital building programmes in a generation.

The NHP and this procurement is a collaboration between NHSE, DHSC and the Trusts. The Framework Agreement is being procured by and on behalf of NHSE for and on behalf

of itself and all NHS Trusts, Foundation Trusts, DHSC and other NHS Bodies in respect of their requirements for the New Hospital Programme as described in this Contract Notice and in the accompanying Procurement Documents. However, Candidates should note that NHSE and DHSC may use the Framework Agreement for any wider NHSE requirements for major capital works for hospital build, refurbishment and ancillary works. The Framework Agreement may also be used by those Contracting Bodies referred to in Section VI.3 (Additional Information) below. NHSE also reserves the right to transfer the Framework Agreement (or any Call-Off Contract and/or the Hospital 2.0 Alliance Agreement) in whole or in part to another public body (or bodies) that during the term of the Framework Agreement/Call-Off Contract/Hospital 2.0 Alliance Agreement assume NHSE's delivery obligations (in whole or in part) to deliver the New Hospital Programme or new NHS hospitals through another iteration of the New Hospital Programme.

### The Framework Agreement

The scope of Works and Services are more particularly described in the Candidate's Guide and Descriptive Document, Selection Questionnaire Pack (SQP) and accompanying Procurement Documents. The Works and Services will be awarded via Call-Off Contracts under the Framework Agreement. The Framework Agreement will incorporate a Model Call-Off Contract which will be the subject of Competitive Dialogue (CD) with Tenderers. It is intended that following the close of CD and NHSE's invitation to submit final Tenders, NHSE will require acceptance of the terms of the Model Call-Off Contract as part of Tenderers' Tender submissions.

Call-Off Contracts for the delivery of Schemes (being either a hospital or package/part thereof) will be awarded under the Framework Agreement via the following call off procedures: Collaborative Allocation, Mini Competition and Direct Award. Recognising the challenges of undertaking multiple further competitions for Schemes of the size and scale required for the NHP in parallel, it is NHSE's intention for Call-Off Contracts to be awarded using Collaborative Allocation where NHSE and the Trusts consider that the unamended Model Call-Off Contract (as settled in this procurement) is appropriate and will secure value for money for NHP for a group of Schemes. The intention is for Schemes to be allocated to H2A Contractors in a way which optimises capacity and capability of the market for the NHP having regard to the ranking of the H2A Contractors following evaluation of Tenders, the preferences of the H2A Contractors, programme sequencing, geographic suitability and contractor capacity and capability to deliver the specific Schemes. Further information on the process for each call-off procedure is set out in the accompanying Procurement Documents, specifically ITC Appendix A2 (Draft H2A Framework).

This is not intended to be a speculative framework, and it is intended by NHSE (though not guaranteed) that all H2A Contractors will be awarded a Call-Off Contract or contracts. The call-off/s for the first Schemes are intended to be made swiftly after award of the Framework Agreement so that all the H2A Contractors on the Framework Agreement are mobilised as soon as possible to leverage and optimise participation of the market and to

allow for investment and growth. The programme for the delivery of the Schemes will be subject to internal business case approvals and funding and may therefore be subject to change. Candidates should also note that the Framework Agreement is not exclusive and NHSE / other Contracting Bodies may use other routes to market to deliver NHP Schemes and/or major capital works for hospital build, refurbishment and ancillary works required during the duration of the Framework Agreement.

NHSE's intention is that all Candidates who pass the Selection Questionnaire (SQ) stage will be invited to the CD stage.

#### **The Hospital 2.0 Alliance Agreement**

The Hospital 2.0 Alliance Agreement ("Alliance Agreement") establishes the collaborative enterprise environment which is critical to facilitating the strategic aims of the New Hospital Programme. Whereas the Framework Agreement provides the mechanism through which the Works and Services are awarded, the Alliance Agreement is the arrangement by which the NHSE, the Trusts, the H2A Contractors and other partners collaborate and co-operate.

Through the Framework Agreement and the Alliance Agreement together, NHSE wishes to foster alliance working that optimises the capacity, efficiency, value for money, social value impact, quality of delivery and transformational standards of the member parties.

In addition to call-offs under the Framework Agreement, NHSE (and potentially other Contracting Bodies) also has the right to award services contracts (for ancillary constructability and advisory services during the development of Hospital 2.0) through the Alliance Agreement in accordance with its terms. Such services will be instructed by way of task orders in accordance with the terms of the Alliance Agreement. The value of the individual task orders is likely to be less than the financial threshold for services but may be higher. Please see the Candidate's Guide and Descriptive Document for further information.

#### **Early Alliance Agreement membership**

The programme is urgent and some buildability or early involvement with the expert market is desirable. NHSE reserves the right at any stage of the procurement to invite all those Tenderers who pass the SQ stage and are invited to participate in dialogue to join the Alliance Agreement and Alliance Agreement "core groups" for the purposes of participating in the development of the programme. However, any such early involvement in the Alliance Agreement is not a contract for services, supplies or works and will not guarantee or indicate successful award of a place on the Framework Agreement.

Participation in the Alliance Agreement will not influence or convey an advantage to any Candidate or Tenderer in the procurement and is simply a way for NHSE to undertake structured market engagement in the emerging designs. If invited to join the Alliance Agreement during the procurement process, Tenderers may choose to join or not. Please see the Candidate's Guide and Descriptive Document for further information.

All Tenderers awarded a place on the Framework Agreement will be required to enter into the Alliance Agreement if they have not already done so during the procurement.

**The Competitive Dialogue (CD)**

NHSE is procuring the Framework Agreement (and Alliance Agreement) in accordance with the CD procedure pursuant to the Public Contracts Regulations 2015 (PCR), reg. 30. NHSE is seeking to undertake a streamlined, single stage CD process, but reserves the option to conduct dialogue in successive stages and/or down select the number of Tenderers at each stage. Candidates are referred to the Procurement Documents for further information on how NHSE intends to conduct the CD process.

**II.2.5) Award criteria**

Price is not the only award criterion and all criteria are stated only in the procurement documents

**II.2.6) Estimated value**

Value excluding VAT: £37,000,000,000

**II.2.7) Duration of the contract, framework agreement or dynamic purchasing system**

Duration in months

144

This contract is subject to renewal

No

**II.2.10) Information about variants**

Variants will be accepted: No

**II.2.11) Information about options**

Options: Yes

Description of options

1. Programme of Schemes: The indicative programme/schedule of the Schemes to be awarded via Call-Off Contracts under the Framework Agreement will be subject to internal business case approvals and may therefore be subject to change during the term of the Framework Agreement.

2. Alliance Agreement Task Orders: The Alliance Agreement includes a provision for issuing services contracts to H2A Contractors for constructability, design and testing advice. Any such services will be instructed by way of task orders in accordance with the terms of the Alliance Agreement. This is to facilitate consultation on constructability and supply chain as Hospital 2.0 is developed. Any task orders issued will be based on average industry rates.
3. Common Procurement Routes: NHSE may establish framework agreements and other procurement arrangements and/or direct the use of existing arrangements for the benefit of the NHP ("Common Procurement Routes"). For further information please see ITC Appendix A2 (Draft Model Call-Off Contract).
4. Transfer to replacement contracting authority: NHSE reserves the right to transfer the Framework Agreement (or any Call-Off Contracts and/or the Alliance Agreement) in whole or in part to another public body (or bodies) that during the term of the Framework Agreement (or any Call-Off Contracts and/or the Alliance Agreement) assume NHSE's delivery obligations (in whole or in part) to deliver the New Hospital Programme or new NHS hospitals through another iteration of the New Hospital Programme.
5. Extension to the duration of the Framework Agreement: The initial term of the Framework Agreement is 6 years. NHSE reserves the right at its discretion to extend the term of the Framework Agreement for a further 6 years on notice, subject to approval by HMG. The length of the Framework Agreement is necessary to achieve the ethos of the Hospital 2.0 Alliance, being to create a programmatic alliance between NHSE, NHP, Trusts, H2A Contractors and other partners (as exemplified by the Alliance Agreement) to leverage the benefits of optimised capacity, efficiency, common supply chain and lessons learnt from repeat construction performance. Additionally, not only does the length of the Framework Agreement seek to align with the NHP 'plan for implementation', it also aims to assure the increasing and enduring capability and capacity of the industry beyond the completion of the final Schemes completed under the Framework Agreement.

See VI.3 "Additional Information" in this Contract Notice for further information.

#### **II.2.13) Information about European Union Funds**

The procurement is related to a project and/or programme financed by European Union funds: No

#### **II.2.14) Additional information**

Applicants are referred to the Selection Questionnaire Pack and accompanying procurement documents for information about conditions for participation.

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## **Section III. Legal, economic, financial and technical information**

### **III.1) Conditions for participation**

#### **III.1.1) Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers**

List and brief description of conditions

Applicants are referred to the Selection Questionnaire Pack and accompanying procurement documents for information about conditions for participation.

#### **III.1.2) Economic and financial standing**

List and brief description of selection criteria

Applicants are referred to the Selection Questionnaire Pack and accompanying procurement documents for the economic and financial standing selection criteria for this procurement.

#### **III.1.3) Technical and professional ability**

List and brief description of selection criteria

Applicants are referred to the Selection Questionnaire Pack and accompanying procurement documents for the technical and professional ability selection criteria for this procurement.

### **III.2) Conditions related to the contract**

#### **III.2.2) Contract performance conditions**

Applicants are referred to the Selection Questionnaire Pack and accompanying procurement documents for information about NHSE's contractual requirements.

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## Section IV. Procedure

### IV.1) Description

#### IV.1.1) Type of procedure

Competitive dialogue

#### IV.1.3) Information about a framework agreement or a dynamic purchasing system

The procurement involves the establishment of a framework agreement

Framework agreement with several operators

Envisaged maximum number of participants to the framework agreement: 11

In the case of framework agreements, provide justification for any duration exceeding 4 years:

The duration is required to achieve the ethos of the Hospital 2.0 Alliance, and to align with the NHP 'plan for implementation'. See II.2.11.2 Description of options and accompanying procurement documents for full justification.

#### IV.1.4) Information about reduction of the number of solutions or tenders during negotiation or dialogue

Recourse to staged procedure to gradually reduce the number of solutions to be discussed or tenders to be negotiated

#### IV.1.8) Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: Yes

### IV.2) Administrative information

#### IV.2.1) Previous publication concerning this procedure

Notice number: [2024/S 000-010328](#)

#### IV.2.2) Time limit for receipt of tenders or requests to participate

Date

19 March 2025

Local time

12:00pm

**IV.2.3) Estimated date of dispatch of invitations to tender or to participate to selected candidates**

6 May 2025

**IV.2.4) Languages in which tenders or requests to participate may be submitted**

English

**IV.2.6) Minimum time frame during which the tenderer must maintain the tender**

Duration in months: 12 (from the date stated for receipt of tender)

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## Section VI. Complementary information

### VI.1) Information about recurrence

This is a recurrent procurement: No

### VI.2) Information about electronic workflows

Electronic invoicing will be accepted

Electronic payment will be used

### VI.3) Additional information

1. Terms in this Contract Notice with an initial capital letter have the meanings given in the SQP. See ITC Table 1.5 (Glossary of terms and definitions).
2. To express interest, please register on the NHP e-Procurement Portal: [- 2.4. Sign the NDA facilitated by NHP via DocuSign. Once the NDA has been duly signed by the authorised signatory and received by NHSE, the NDA will be binding on the supplier and access to the H2A SQ and Reading Room will be granted.](https://health-family.force.com/s>Welcome</a><ol><li>2.1. Sign into an existing account, or register for a new one.</li><li>2.2. Access the 'NHP Non Disclosure Agreement' project (reference number: C323060).</li><li>2.3.a. If the supplier has completed an NHP NDA previously, the supplier must respond to the Broadcast message in the project with a request to access the procurement.</li><li>2.3.b. If not completed an NDA previously, answer all questions (found under the Requirements section) within the project, and provide details of the authorised signatory who is entitled to sign the NDA on the supplier's behalf, click )

- 3. Any messages about the opportunity should be sent via the NHP e-Procurement Portal. You can do this by going to the home page above and:
- Clicking on 'My proposals & Quotes'
- Clicking the relevant Project Title
- Clicking 'Messages' & 'New Message'

For technical assistance contact the NHP e-Procurement Portal helpdesk at [support-health@atamis.co.uk](mailto:support-health@atamis.co.uk) or by calling 0800 9956035.

4. A Candidate may be a single organisation or a Consortium. Both a Candidate that is a single entity and a Candidate that is a Consortium, may rely on the capacity and abilities of another Party or Parties to meet the SQ Minimum Standards. Refer to the SQP (Different types of Candidate) for more guidance. A Candidate may only submit one SQ Response. Candidates' attention is drawn to the provisions on Conflicts of Interest

relating to this procurement and the Framework Agreement set out in the SQP and draft ITPD.

5. Section I (Contracting authority): The Framework Agreement (and Alliance Agreement) is being procured by NHSE for and on behalf of itself and all NHS Trusts, NHS Foundation Trusts, DHSC and other NHS Bodies. The Secretary of State (DHSC) and NHSE may also use the Framework Agreement for any wider NHSE requirements. NHSE also reserves the right to transfer the Framework Agreement (or any Call-Off Contract and/or the Alliance Agreement) in whole or in part to another public body(ies) that assume NHSE's delivery obligations (in whole or in part) to deliver the New Hospital Programme or new NHS hospitals through another iteration of the New Hospital Programme.

6. Sections II.1.5/II.2.6 (Estimated Value): The total value of the Framework Agreement (and Alliance Agreement) is estimated as £37,000,000,000 (excluding VAT). For further information about the basis on which this estimate has been calculated, please see the Candidate's Guide and Descriptive Document. The estimated value is to be treated as an estimate only and does not constitute a guaranteed or cap on spend under the Framework Agreement. Candidates should also note that pursuant to clause 5 of the draft Framework Agreement in ITPD Volume 1 (Framework Documents) that the Framework Agreement is not exclusive, and NHSE/other Contracting Bodies may procure or commission the provision of Works and/or Services which are the same or similar to those covered by the Framework Scope through any other means and with any other contractor.

7. Section II.2.5 (Award Criteria): NHSE is keen to ensure that all H2A Contractors are capable of providing sufficient resource, capacity and expertise to deliver the Schemes. Therefore, the award criteria will focus on Tenderers' technical capabilities to undertake the Works and Services. NHSE has determined that it will not ask Tenderers to bid a price as part of this procurement. Instead of evaluating price directly, NHSE will assess the Tenderers' ability to work collaboratively with other suppliers to obtain value for money in the delivery of the Schemes. NHSE will then leverage the incentive scheme, alliance, scrutiny and support of the whole programme to ensure that each H2A Contractor's prices established during stage 1 of a Call-Off Contract demonstrate efficiency and value for money for each Scheme. Price may be evaluated and competed in Mini-Competitions for later Schemes once the alliance, design and Hospital 2.0 is mature and has been tested.

8. Section II.2.7 (Duration of the Framework Agreement): The duration of 144 months (12 years) is the maximum possible duration for the Framework Agreement. However, the Framework Agreement will be for an initial term of six (6) years and NHSE reserves the right (at its absolute discretion) to extend the term of the Framework Agreement for a further period of six (6) years, subject to approval by HMG. Other dates and timescales in this Contract Notice and in the SQP are estimated and may be subject to change.

9. A response to this Contract Notice does not guarantee that a Candidate will be invited

to participate in the CD stage. The procurement may be terminated or suspended at any time without cost or liability to NHSE. NHSE does not bind itself to enter into any framework agreements/contract(s) arising out of the procedures envisaged by this Contract Notice. No contractual rights express or implied arise out of this Contract Notice or the procedures envisaged by it. Any framework agreements/contract(s) let by NHSE may provide that the scope or duration of the Framework Agreement/Call-Off Contract may be extended at NHSE's discretion. NHSE reserves the right to vary its requirements and modify the terms of the procurement procedure. NHSE reserves the right to disqualify any Candidates on terms set out in the SQP.

10. Candidates/Tenderers are solely responsible for and liable for all costs associated with and arising out of or in connection with responding to this Contract Notice and any SQ Response and with submitting any tender, howsoever incurred.

## **VI.4) Procedures for review**

### **VI.4.1) Review body**

The High Court

The Strand

London

WC2A 2LL

Country

United Kingdom

Internet address

<https://www.judiciary.uk/courts-and-tribunals/high-court/>