



## **National Highways Limited**

### **NEC4 Professional Service Contract (June 2017 with amendments January 2019, October 2020 and January 2023)**

### **FORM OF AGREEMENT BY DEED**



**CONTENTS AMENDMENT SHEET**

<b>Issue No.</b>	<b>Revision No.</b>	<b>Amendments</b>	<b>Initials</b>	<b>Date</b>
1	1	Inclusion of X29 as a secondary option.	KM	12/08/25
2	2	Remove optional clause X7	KM	01/09/25



**NATIONAL HIGHWAYS LIMITED**

**NEC4 Professional Service Contract**

**(June 2017 with amendments January 2019, October 2020  
and January 2023)**

**AECOM LIMITED**

**FORM OF AGREEMENT BY DEED**

relating to *services*

of the

**National Spatial Planning 2026 Lot 2 –  
Midlands & East**

Contract Reference Number NSPC2026L2



**THIS AGREEMENT BY DEED is made the**

**21st day of January 2026**

**PARTIES are:**

- 1 **NATIONAL HIGHWAYS LIMITED**, a company incorporated in and in accordance with the laws of England having as its registered number 09346363 of Three Snowhill, Snow Hill Queensway, Birmingham, B4 6GA ("the **Client**"); and
- 2 **AECOM LIMITED** a company incorporated in and in accordance with the laws of England, having as its registered number 01846493 and its registered office at Aldgate Tower, 2 Leman Street, London, United Kingdom, E1 8FA ("the **Consultant**").

**RECITALS**

- A. The *Client* wishes to appoint a consultant to provide the services during the term of the contract and for that purpose has issued invitations to tender to, amongst others, the *Consultant*.
- B. In response to the *Client's* invitation to tender, the *Consultant* has submitted a tender to Provide the Service in conformity with the Conditions, the Contract Data and the Scope.
- C. The *Client* has accepted the *Consultant's* tender and now wishes to appoint the *Consultant* to provide the services on the terms of this Agreement.

## OPERATIVE PROVISIONS

### 1. Definitions and Interpretation

1.1. In this Agreement (including the Recitals) words and expressions shall have the same meaning given to them in the Conditions referred to below.

### 2. Contract Documents

2.1. The following documents form part of this Agreement:

- the NEC4 Professional Service Contract (June 2017 with amendments January 2019, October 2020 and January 2023) incorporating Main Option E, together with dispute resolution Option W2 and secondary Options X2, X8, X11, X18, X20, X29, Y(UK)1, Y(UK)2, Y(UK)3 and Z1 to Z106 (“**the Conditions**”);
- the Contract Data, Parts One and Two, and the documents referred to in them;
- the Scope;
- Tender Amendments 001 & 002;
- the *Consultant’s* tender;
- the Form of Tender;
- the Commercial Workbook; and
- the Tender Commitments Register.

2.2. The several documents forming part of this Agreement are to be taken as mutually explanatory of one another.

### 3. Agreement

3.1. The *Consultant* agrees that it shall Provide the Service for the *Client* in accordance with the provisions of this Agreement.

3.2. The *Client* shall pay to the *Consultant* the amounts due under and in accordance with the provisions of this Agreement.

### 4. Publication of Information

4.1. The *Consultant* acknowledges that the *Client* is obliged to publish the provisions of the contract in accordance with:

- 4.1.1. the Procurement Act 2023;
- 4.1.2. the Procurement Regulations 2024; and
- 4.1.3. Procurement Policy Note PPN 01/17 – Update to Transparency Principles and its related guidance, The Transparency of Suppliers and Government to the Public of March 2023

(or any later revision), except to the extent that any information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000. The *Client* shall consult with the *Consultant* before deciding whether information is exempt, but the *Consultant* acknowledges that the *Client* shall have the final decision. The *Consultant* shall cooperate with and assist the *Client* to publish this Agreement (including, but not limited to, the Contract Documents) in accordance with the *Client's* obligation.

Delivered as a deed on the date of this document.<sup>1</sup>

Executed as a deed  
by affixing the common seal 2026 no 0043  
of NATIONAL HIGHWAYS LIMITED  
in the presence of:

[Redacted signature block]

Authorised Signatory

[Redacted name]

Head of Pre-Contract Commercial Services



Authorised Signatory

Name

**OPTION 3 [execution by an Authorised Signatory as a deed by one signature in the presence of a witness]**

Executed as a deed by the *Consultant*

by [Redacted signature]

(print name of Authorised Signatory)

[Redacted signature]

signature of Authorised Signatory

in the presence of [Redacted name]

(print name of witness)

[Redacted signature]

signature of witness

[Redacted address]

address of witness

<sup>1</sup> Note to tenderer and Procurement Officer – signature block for the *Consultant* to be agreed with the Parties post tender submission (but subject to the requirements of the Companies Act 2006) and prior to issue of this deed to the successful Tender

