

**PART 15 OF THE SCHEDULE**

This is Part 15 of the Schedule comprising the Independent Testers Appointment referred to in the Project Agreement relating to the design, financing and construction of, and the provision of services at the Gartnavel Royal Hospital

between

**Greater Glasgow Health Board**

and

**Robertson Health (Gartnavel) Limited**

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## AGREEMENT

### BETWEEN:

- 1 **GREATER GLASGOW HEALTH BOARD** of Gartnavel Hospital, 1055 Great Western Road, Glasgow G12 (the "Board");
- 2 **ROBERTSON HEALTH (GARTNAVEL) LIMITED** (registered number SC271565) of 10 Perimeter Road, Pinefield Industrial Estate, Elgin, Morayshire, IV30 3AF ("Project Co"); and
- 3 **DAVIS LANGDON LLP (OC306911)** having its registered office at Midcity Place, 71 High Holborn, London, WC1V 6QS and having a place of business at Monteith House, 11 George Square, Glasgow, G2 1DY (the "Independent Tester").

### WHEREAS:

- (A) Project Co and the Board have entered into an agreement for the financing, design and construction of and the provision of certain services to an acute psychiatric care hospital at the Site (the "Project") pursuant to the Government's private finance initiative (the "Project Agreement") under the terms of which they have jointly agreed to appoint an independent tester.
- (B) Project Co has entered into the Construction Contract with the Contractor for the development of an acute psychiatric care hospital at the Site.
- (C) Project Co has entered into the Funding Agreements with the Funders.
- (D) The Independent Tester is an independent adviser willing to provide services to Project Co and the Board.
- (E) Project Co and the Board have jointly agreed to engage the Independent Tester to carry out the duties and obligations ascribed to the Independent Tester in the Project Agreement upon the terms of this Agreement.

### IT IS AGREED as follows:

#### 1 INTERPRETATION

- 1.1 Unless the context otherwise requires, words and expressions defined in the Project Agreement have the same meanings in this Agreement as in the Project Agreement.
- 1.2 The headings in this Agreement do not affect its interpretation.
- 1.3 Unless the context otherwise requires, all references to Clauses and Schedules are references to clauses of and schedules to this Agreement.

#### 2 APPOINTMENT

- 2.1 Project Co and the Board jointly engage the Independent Tester to perform the obligations and tasks which are ascribed to the Independent Tester under the Project

Agreement and which are summarised in Appendix 1 upon the terms and conditions set out below.

- 2.2 The Independent Tester shall provide the services under Clause 2.1 above (the "Services") independently, fairly and impartially to and as between Project Co and the Board in relation to the Project Agreement. Whilst the Independent Tester may take account of any representations made by Project Co and the Board the Independent Tester shall not be bound to comply with any representations made by any of them in connection with any matter on which the Independent Tester is required to exercise his professional judgement.

**2.3 Varied Services**

2.3.1 The Independent Tester shall carry out and perform any varied services (the "Varied Services") required for the implementation of the Project reasonably required by the Board and Project Co which are not included in, or which are omitted from, those Services which are set out in Appendix 1, subject to prior agreement by the Board and Project Co to the costs thereof.

2.3.2 If the Independent Tester shall at any time be required to perform Varied Services, it shall give to the Board and Project Co a written estimate of the cost thereof (taking into account any reduction in work or other expense which might also occur as a result of the circumstances giving rise to the Varied Services).

- 2.4 The Independent Tester shall provide the Services and the Varied Services:

2.4.1 with the reasonable care, skill and diligence to be expected of a properly qualified and competent professional adviser who has held itself out as competent and experienced in rendering such services for projects of a similar size, nature, scope and complexity to the Project; and

2.4.2 in accordance with Good Industry Practice, all applicable Law and NHS Requirements.

For the purposes of this Clause 2.4 "Good Industry Practice" shall mean the exercise of that degree of skill, diligence, prudence, foresight and operating practice that would reasonably and ordinarily be expected from skilled and experienced professional advisers with appropriately qualified personnel engaged in the same type of business undertaking as the Independent Tester in compliance with Law.

- 2.5 All instructions to the Independent Tester must be given signed and given jointly by the Board's Representative and the Project Co's Representative or such other person appointed pursuant to Clause 11 of the Project Agreement (*Representatives*).

- 2.6 The Independent Tester shall comply with all instructions given to it by Project Co and the Board except and to the extent that the Independent Tester reasonably considers that any such instructions vary or might vary the Services or its authority or responsibilities under this Agreement or prejudices or might prejudice the exercise by the Independent Tester of its professional judgement in accordance with Clauses 2.2 and 2.4 above. The Independent Tester shall promptly confirm in writing to Project Co and the Board whether

or not it shall comply with any such instruction setting out the grounds upon which the decision is made.

- 2.7 The Board and Project Co agree to co-operate with and provide reasonable assistance to the Independent Tester to familiarise the Independent Tester with all necessary aspects of the Project to enable the Independent Tester to carry out its obligations under this Agreement.
- 2.8 The Independent Tester shall be deemed to have full knowledge of the provisions of the Project Agreement, the Construction Contract, the Service Contracts and the Interface Agreement (as defined in the Construction Contract) and shall be deemed to be aware of and to have taken full account of all the undertakings and warranties, both expressed and implied, on the part of Project Co and the Board which are set out in the Project Agreement.
- 2.9 The Independent Tester shall promptly and efficiently perform the Services as soon as reasonably practicable but consistent with the standards specified in Clauses 2.2 and 2.4 above.
- 2.9.1 Subject to Clause 2.9.2, the Independent Tester shall use the following partners, directors or employees: Colin Clement, Project Director, Jamie Barnsley, Project Manager and Gavin Blythe, Project Manager (M & E) in connection with the performance of the Services and such persons' services shall be available when necessary and for so long as may be necessary to ensure the proper performance by the Independent Tester of the Services. Such persons shall have full authority to act on behalf of the Independent Tester for all purposes in connection with this Agreement.
- 2.9.2 None of the persons mentioned in Clause 2.9.1 shall be removed or replaced unless he/she ceases to work as a partner in or director or employee of the Independent Tester or he/she is unable to work because of death or ill-health or by mutual agreement between Project Co and the Board. The Independent Tester shall notify (giving a minimum of ten (10) Business Days notice) Project Co and the Board of any such circumstances and shall be responsible for finding a replacement whose appointment shall be subject to approval in writing by Project Co and the Board.
- 2.10 The Independent Tester shall at the same time as entering into this Agreement enter into a collateral warranty in favour of the Senior Funders in the form set out in Appendix 3 hereto.
- 2.11 Save as expressly provided herein, the parties hereto shall each comply severally with their respective obligations under this Agreement including the Appendices.

### **3 DURATION**

- 3.1 The Services shall commence on the last date of execution of this Agreement.
- 3.2 The Parties shall hereby agree that this Agreement governs all of the Services and any Varied Services provided by the Independent Tester in relation to the Project whether before or after the date hereof.

4 FEE

- 4.1 Project Co shall pay to the Independent Tester a fee of £77,986. The fee is exclusive of value added tax and inclusive of disbursements. The Independent Tester shall issue an invoice to Project Co on a monthly basis in accordance with Appendix 2 Part 1. The date on which the invoice is received by Project Co shall constitute the due date. The final date for payment by Project Co shall be thirty (30) days after the due date. If Varied Services are provided then they shall be paid for equally by (1) the Board and (2) Project Co or as otherwise agreed.
- 4.2 Not later than five (5) Business Days after the due date ascertained in accordance with Clause 4.1, Project Co may give written notice to the Independent Tester stating the amount which Project Co proposes to pay and the basis on which the amount is calculated.
- 4.3 Where Project Co intends to withhold payment of any amount stated in the invoice, Project Co and the Board shall give written notice to the Independent Tester not later than five (5) Business Days before the final date for payment pursuant to Clause 4.1. The notice shall state the amount to be withheld and the ground or grounds for withholding the payment and if there is more than one ground, the notice shall identify the amount attributable to each ground.
- 4.4 If Project Co and/or the Board disputes all or any part of the amount stated in the invoice, the undisputed amount shall be paid by Project Co in accordance with Clause 4.1 and in respect of the disputed amount, the provisions of this Clause 4.4 shall apply. The parties shall use all reasonable endeavours to resolve the dispute in question within 10 Business Days of the dispute arising. If they fail to resolve it, either party may refer the matter to be resolved in accordance with Clause 16. Following resolution of the dispute, any amount agreed or determined to have been payable shall be paid forthwith by Project Co, together with interest on such amount calculated in accordance with Clause 4.5.
- 4.5 If Project Co and, where applicable, the Board, fails to pay the Independent Tester any sum payable under this Agreement by the final date for payment, Project Co shall pay the Independent Tester simple interest on that sum from the final date for payment until the actual date of payment at the Default Interest Rate.
- 4.6 If Project Co fails to pay the amounts properly due pursuant to these provisions and no notice to withhold the payment has been given pursuant to Clause 4.3, the Independent Tester may suspend performance of any or all of the Services. This right is subject to the Independent Tester first giving Project Co and the Board not less than seven (7) Business Days' notice in writing of such intention stating the grounds for suspension. The right to suspend performance shall cease when Project Co (and/or the Board (if appropriate)) pays the amount properly due.
- 4.7 Neither the Board nor Project Co shall issue instructions or do anything which does or is reasonably likely materially to increase the fees payable to the Independent Tester without the prior approval of the other (such approval not to be unreasonably withheld or delayed).

- 4.8 As soon as the Independent Tester becomes aware of the same and before acting on the same the Independent Tester shall inform the Board and Project Co of any instructions which either party has given him which will or could reasonably be expected to increase the fees payable to the Independent Tester under the terms of this Agreement. The Independent Tester shall if requested by either Project Co or the Board provide both the Board and Project Co with as detailed an estimate as is reasonably practicable of the increase to the fees payable to it if it carries out such instructions. The estimate of increased fees shall be based upon the rates contained in Appendix 2, Part 2.
- 4.9 The obligations of Project Co and the Board to pay the Independent Tester for any Varied Services shall be several and not joint.

## **5 LIMITATIONS ON AUTHORITY**

The Independent Tester shall not:

- 5.1 make or purport to make any alteration or addition to or omission from the design of the Facilities (including, without limitation, the setting of performance standards) or issue any instruction or direction to any contractor or professional consultant employed or engaged in connection with the Project; or
- 5.2 (unless both Project Co and the Board consent in writing) consent or agree to any waiver or release of any obligation of Project Co or the Board under the Project Agreement or of any Contractor or professional consultant employed or engaged in connection with the Project.

For the avoidance of doubt, the Independent Tester shall not express an opinion on and shall not interfere with or give any advice, opinion or make any representation in relation to any matters which are beyond its role and responsibilities under this Agreement.

## **6 TERMINATION**

- 6.1 Project Co and the Board may by joint notice in writing (a "Joint Notice") immediately terminate this Agreement if the Independent Tester:
- 6.1.1 is in breach of any of the terms of this Agreement which, in the case of a breach capable of remedy, shall not have been remedied by the Independent Tester within 21 days of receipt by the Independent Tester of a Joint Notice specifying the breach and requiring its remedy;
  - 6.1.2 is incompetent, guilty of gross misconduct and/or any material failure, negligence or delay in the provision of the Services and/or its other duties under this Agreement;
  - 6.1.3 fails to comply with Clause 2.9;
  - 6.1.4 fails or refuses after written warning to provide the Services and/or its other duties under this Agreement reasonably and as properly required of him; or
  - 6.1.5 is subject to an event analogous to any of the events set out in Clause 44.1.1 (*Project Co Events of Default - Insolvency*) of the Project Agreement.

- 6.2 If the Project Agreement is rescinded, terminated or repudiated for any reason and, notwithstanding that the validity of such rescission, termination or repudiation may be disputed, this Agreement may be terminated by Joint Notice and with immediate effect.
- 6.3 Following any termination of this Agreement, but subject to any set-off or deductions which Project Co or the Board may be entitled properly to make as a result of any breach of this Agreement by the Independent Tester, the Independent Tester shall be entitled to be paid in full and final settlement of any valid claim which the Independent Tester may have in consequence thereof, any fees due under Clause 4 above in respect of the Services carried out in accordance with this Agreement prior to the date of termination.
- 6.4 Termination of this Agreement shall be without prejudice to any accrued rights and obligations under this Agreement as at the date of termination (including the right of Project Co and the Board to recover damages from the Independent Tester).
- 6.5 If this Agreement is terminated in accordance with this Clause 6, Project Co and the Board shall use reasonable endeavours to engage an alternative Independent Tester within 30 days (or such longer period as can be agreed between Project Co and the Board), subject to Law and public procurement rules. If within such period Project Co and the Board are unable to procure the appointment of an alternative Independent Tester on reasonable commercial terms, the Independent Tester shall pay to Project Co and/or the Board, as the case may be, any reasonable incremental loss, damage or extra costs suffered by each of them.
- 6.6 Termination of this Agreement shall not affect the continuing rights and obligations of Project Co, the Board and the Independent Tester under Clauses 7 (*Confidential Information and Copyright*), 8 (*Professional Indemnity Insurance*), 5 (*Limitations on Authority*), 16 (*Adjudication*) and this Clause or under any other Clause which is expressed to survive termination or which is required to give effect to such termination or the consequences of such termination.

## **7 CONFIDENTIAL INFORMATION AND COPYRIGHT**

- 7.1 The Independent Tester shall treat as secret and confidential and shall not at any time for any reason disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any unpublished information relating to Project Co's or the Board's or the Contractor's (if appropriate) technology or other know-how business plans or finances or any such information relating to a subsidiary, supplier, customer or client of Project Co or the Board or the Contractor (if appropriate) where the information was received during the period of this Agreement. Upon termination of this Agreement for whatever reasons the Independent Tester shall deliver up to Project Co or the Board or the Contractor (as appropriate) all working papers, computer disks and tapes or other material and copies provided to or prepared by him pursuant either to this Agreement or to any previous obligation owed to Project Co or the Board or the Contractor (if appropriate).
- 7.2 The copyright in all reports, calculations and other similar documents provided by the Independent Tester in connection with the Project shall remain vested in the Independent Tester but the Independent Tester grants to Project Co and Board and their nominees with full title guarantee a non-exclusive irrevocable royalty free licence to copy and use such



drawings and other documents and to reproduce the designs contained in them for any purpose related to the Project including (but without limitation) the construction, completion, maintenance, letting, promotion, advertisement, reinstatement, extension and repair of the Project. Such licence shall include a licence to grant sub-licences and to transfer the same to third parties. Such licence shall subsist notwithstanding that the Independent Tester has completed the Services under this Agreement or that this Agreement has been terminated.

## **8 PROFESSIONAL INDEMNITY INSURANCE**

8.1 Without prejudice to its obligations under this Agreement, or otherwise at law, the Independent Tester shall maintain professional indemnity insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) for any one claim in respect of any neglect, error or omission on the Independent Tester's part in the performance of its obligations under this Agreement for the period commencing on the date of this Agreement and expiring 12 years after:

8.1.1 the date the Services are completed; or

8.1.2 the termination of this Agreement,

whichever is the earlier, provided that such insurance is available in the market place to members of the Independent Tester's profession experienced in carrying out similar services for a project of similar size, scope and complexity as the Project at commercially reasonable rates.

8.2 The Independent Tester shall maintain such insurance with reputable insurers carrying on business in the United Kingdom who are acceptable to Project Co and the Board, such acceptance not to be unreasonably withheld or delayed.

8.3 Any increased or additional premium required by insurers by reason of the Independent Tester's own claims record or other acts, omissions, matters or things particular to the Independent Tester shall be deemed to be within commercially reasonable rates.

8.4 The Independent Tester shall immediately inform Project Co and the Board if such insurance ceases to be available at commercially reasonable rates in order that the Independent Tester and Project Co and the Board can discuss means of best protecting the respective positions of Project Co and the Board and the Independent Tester in respect of the Project in the absence of such insurance.

8.5 The Independent Tester shall fully co-operate with any measures reasonably required by Project Co and the Board including (without limitation) completing any proposals for insurance and associated documents, maintaining such insurance at rates above commercially reasonable rates if Project Co and the Board undertake in writing to reimburse the Independent Tester in respect of the net cost of such insurance to the Independent Tester above commercially reasonable rates or, if Project Co and the Board effect such insurance at rates at or above commercially reasonable rates, reimbursing Project Co and the Board in respect of what the net cost of such insurance to Project Co and the Board would have been at commercially reasonable rates.

- 8.6 The Independent Tester shall, prior to commencing the provision of the Services and no less than [thirty (30)] days prior to renewal dates, produce for inspection by Project Co and the Board documentary evidence that such insurance is being properly maintained.
- 8.7 The above obligations in respect of professional indemnity insurance shall continue notwithstanding termination of this Agreement for any reason whatsoever, including (without limitation) breach by Project Co and/or the Board.

## **9 NOTICES**

All notices or other communications required in connection with this Agreement shall be in writing and sent by hand, by first class pre-paid post or by facsimile transmission to the relevant address or facsimile number set out in the Project Agreement or to such other address or facsimile number as a party to this Agreement may notify to another party to this Agreement in writing.

## **10 ASSIGNATION**

- 10.1 The Independent Tester shall not assign or transfer any of its rights or obligations under this Agreement or sub-contract the whole or any part of the Services.
- 10.2 Subject to the terms of Clause 10.4, neither Project Co nor the Board shall be entitled to assign or transfer any of their respective rights or obligations under this Agreement save that the parties hereby consent to any such assignation or transfer which is contemporaneous to the assignation or transfer of the Project Agreement and is made to the same assignee or transferee. In the event that the Project Agreement is novated to a third party, the term "Project Agreement" shall include any replacement contract arising from such novation.
- 10.3 The Independent Tester shall not be entitled to contend that any person to whom this Agreement is assigned in accordance with Clause 10.2 is precluded from recovering under this Agreement any loss incurred by such assignee resulting from any breach of this Agreement (whenever happening) by reason that such person is an assignee and not a named promisee under this Agreement.
- 10.4 This Agreement or the benefit hereof and/or the rights arising hereunder (whether or not accrued) may without the consent of the Independent Tester but on notice to the Independent Tester be assigned to the Senior Funders and/or to any bank(s) or financial institution(s) providing finance for the Works. The Senior Funders and/or the bank(s) or financial institution(s) has/have the right to further assign the benefit of this Agreement to any company or other person nominated by or on behalf of the Senior Funders and/or bank(s) or financial institution(s), taking an assignation of the Project Agreement. No further or other assignation is permitted.

## **11 CUMULATIVE RIGHTS AND ENFORCEMENT**

- 11.1 Any rights and remedies provided for in this Agreement whether in favour of Project Co or the Board or the Independent Tester are cumulative and in addition to any further rights or remedies which may otherwise be available to the parties.

11.2 The duties and obligations of the Independent Tester arising under or in connection with this Agreement are owed to Project Co and the Board both jointly and severally and Project Co and the Board may accordingly enforce the provisions hereof and pursue their respective rights hereunder in their own name, whether separately or with each other.

11.3 Project Co and the Board covenant with each other that they shall not waive any rights, remedies or entitlements or take any other action under this Agreement which would or might reasonably be expected to adversely affect the rights, remedies or entitlements of the other without the other's prior written consent, such consent not to be unreasonably withheld or delayed.

## 12 WAIVER

The failure of any party at any one time to enforce any provision of this Agreement shall in no way affect its right thereafter to require complete performance by any other party, nor shall the waiver of any breach of any provision be taken or held to be a waiver of any subsequent breach of any provision or be a waiver of the provision itself.

## 13 SEVERABILITY

In the event that any term, condition or provision contained in this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, clause or provision shall, to that extent, be omitted from this Agreement and the rest of this Agreement shall stand, without affecting the remaining clauses.

## 14 NOT USED

## 15 VARIATION

A variation of this Agreement is valid only if it is in writing and signed by or on behalf of each party.

## 16 ADJUDICATION

16.1 For the purposes of this Clause 16, the "Employer" shall mean the Board and Project Co acting jointly and together. If a dispute or difference arises between the Employer (or the Board or Project Co independently) and the Independent Tester under this Agreement either party may give notice of its intention to refer such dispute or difference to adjudication at any time and shall within 7 days thereafter refer the same to the decision of the Adjudicator. The party referring such dispute shall be called the **Referrer** and the party responding shall be called the **Respondent**.

16.2 At the same time as giving his notice of his intention to refer a dispute to adjudication to the Respondent the Referrer shall apply to the Law Society of Scotland for the appointment of the adjudicator with the object of securing the appointment of and the referral of the dispute or difference to the Adjudicator within 7 days of the date of the notice of intention to refer.

16.3 Upon the appointment of the Adjudicator (who for the avoidance of doubt must accept appointment on the terms of this Clause 16) the parties shall comply with all the directions which he may issue for the purposes of fairly and expeditiously considering the facts and

issues in the dispute and so that the Adjudicator shall reach a decision within 28 days of the date of referral to him under Clause 16.1 or such longer period as is agreed by the parties after the dispute has been referred and the Adjudicator may extend the period of 28 days by up to 14 days with the Referrer's consent.

- 16.4 The Adjudicator shall act fairly and impartially and shall take the initiative in ascertaining the facts and the law and shall reach his decision in accordance with the applicable law in relation to this Agreement and shall publish his decision simultaneously to both parties.
- 16.5 Without prejudice to the generality of Clause 16.4, the Adjudicator in determining any dispute referred to him for a decision:-
  - 16.5.1 shall consider any written representations, statements and experts' reports submitted to him by the parties (which shall be exchanged between the parties when the same are supplied to the Adjudicator);
  - 16.5.2 shall afford the parties the opportunity to address him in a meeting or meetings at which both parties must be present;
  - 16.5.3 shall permit the parties to be represented by such legal or other representatives as they shall see fit;
  - 16.5.4 shall have the power to require the parties to produce to him and to the other party copies of any documents they are able to produce which may assist in the reference (save any which would be privileged from production in Court proceedings) between the parties relating to the dispute; and
  - 16.5.5 shall be entitled to instruct an expert and to take Counsel's opinion as to any matter within their field of expertise raised by the reference, but shall not be entitled to delegate any decision to such expert or Counsel.
- 16.6 The Adjudicator's decision is binding upon the parties until finally determined by legal proceedings or by agreement.
- 16.7 The Adjudicator shall deliver his decision in writing to the parties within the period prescribed by Clause 16.3 with a summary of his reasons. If requested to do so by one of the parties not later than 7 days from the date of delivering his decision to both parties, the Adjudicator shall provide full written reasons for that decision as soon as he is able and in any event within 14 days after being requested by either party to do so.
- 16.8 The parties hereby agree that the Adjudicator (including any employee or agent of the Adjudicator) appointed in accordance with this Clause 16 shall not be liable for anything done or omitted in the discharge or purported discharge of his functions as Adjudicator unless the act or omission is in bad faith.
- 16.9 If either party does not comply with the decision of the Adjudicator the other party shall be entitled to take proceedings in the Courts to secure such compliance pending any final determination of the referred dispute or difference pursuant to Clause 16.6.
- 16.10 The liability for the Adjudicator's fees and the other costs and expenses of the Adjudication shall be dealt with as follows:

- 16.10.1 The fees and expenses of the Adjudicator shall be borne equally between the parties to the dispute unless they otherwise agree. In the event of the Adjudicator finding that either party is not at fault or has acted frivolously or vexatiously he shall have power to order the appropriate party in question to reimburse the other party all or part of its reasonable costs of preparing and submitting its case to the Adjudicator and such costs shall, in default of agreement, be assessed by the Adjudicator.
- 16.10.2 Each party shall bear its own costs of preparing and submitting its case to the Adjudicator including the costs of hiring a venue for meetings and of obtaining any legal or technical advice.
- 16.10.3 As soon as practicable after issuing his decision the Adjudicator shall send to the parties an account of his fees and expenses accompanied by appropriate invoices.
- 16.10.4 Each party to the dispute shall be jointly and severally liable to the Adjudicator for the payment of his fees and expenses. If one party fails to pay his share of such fees and expenses the other party may, after giving 14 days' notice in writing to the party in default, pay the Adjudicator the amount due and recover the same from the defaulting party as a debt due on demand.
- 16.11 Neither party shall initiate or continue a reference to adjudication and the Adjudicator must resign where the dispute is the same or substantially the same as one which has previously been referred to adjudication under this Agreement, and a decision has already been given in that adjudication.
- 16.12 The Adjudicator may, with the prior consent of the parties (not to be unreasonably withheld or delayed), resign on account of illness or other incapacity.
- 16.13 The parties to the dispute may at any time agree to revoke the appointment of the Adjudicator and in such circumstances the fees and expenses of the Adjudicator shall, subject to the provisions of this Clause 16.13, be borne by the parties to the dispute in equal proportion. Where the revocation of the appointment of the Adjudicator is due to the default or misconduct of the Adjudicator, neither party shall be liable to pay the Adjudicator's fees and expenses.
- 16.14 Subject to the provisions of Clauses 16.3, 16.4, 16.5 and 16.16, in deciding any dispute referred to him, the Adjudicator shall determine and take into account any matter (**Cross-claim**) raised by the Respondent to the notice to refer by way of defence or set-off or counter claim, provided such Cross-claim arises under this Agreement.
- 16.15 Clauses 16.3 to 16.13 (inclusive) shall apply to any Cross-claim as they apply to any dispute referred to the Adjudicator pursuant to Clause 16.1.
- 16.16 Clauses 16.14 and 16.15 shall not apply to any Cross-claim if such Cross-claim is being decided or has been decided by an adjudicator other than the Adjudicator appointed pursuant to Clauses 16.1 to 16.3 inclusive to determine the relevant dispute or difference.
- 16.17 Where any dispute or difference to be referred to an Adjudicator raises issues which, in the reasonable opinion of either party, are substantially the same as or connected with issues

raised in a dispute or difference between Project Co and the Board under the Project Agreement, or between Project Co and either sub-contractor under the Construction Contract or the Service Contract (a "Related Dispute") and if the Related Dispute has already been referred for determination to adjudication the parties hereto agree that the dispute shall be referred as a separate adjudication to the adjudicator appointed to determine the Related Dispute provided that either party may require the dispute to be referred to a different adjudicator (to be appointed under this Agreement):

- (i) if either of them reasonably considers that the adjudicator appointed to determine the Related Dispute is not appropriately qualified to determine the dispute or difference under this Agreement; or
- (ii) the adjudicator appointed to determine the Related Dispute is not independent from the Board, Project Co and/or any subsidiary of Project Co's ultimate holding company; and

where there is a Related Dispute referred to adjudication after referral of a dispute to an Adjudicator under this Agreement, the parties hereto agree that the Related Dispute may be referred for determination to the Adjudicator.

16.18 If either Party is dissatisfied with any decision of the Adjudicator that Party may, within 60 days after receiving the full written reasons supporting the Adjudicator's decision, refer the Dispute to be determined by the Commercial Judge of the Court of Session in Edinburgh. No Dispute that has been subject to a decision of an Adjudicator may be referred for a decision by the court unless such referral is in accordance with this Clause 16.18.

16.19 No reference of any dispute or difference to an Adjudicator pursuant to this clause shall relieve either party from any liability for the due and punctual performance of its obligations under this Agreement unless the Parties agree to suspend performance, or unless prevented by interdict or interim interdict granted by a court of competent jurisdiction.

## **17 GOVERNING LAW AND JURISDICTION**

17.1 Subject to Clause 16 (*Adjudication*) above, this Agreement shall be governed by and construed in accordance with the laws of Scotland, and (subject as aforesaid) the parties hereby submit to the non-exclusive jurisdiction of the courts of Scotland.

17.2 No action or proceedings may be commenced against the Independent Tester for any breach of this Agreement after the expiry of 12 years following the date of completion of the Services or the termination of this Agreement, whichever is the earlier.

18 **THIRD PARTY RIGHTS**

Save as expressly set out herein, no provision of this Agreement is intended to or does confer upon any third party any benefit or right enforceable at the option of that third party against any party to this Agreement.

**IN WITNESS WHEREOF** these presents consisting of this and the preceding pages together with the three appendices annexed hereto are executed as follows:

EXECUTE for an on behalf of  
GREATER GLASGOW HEALTH BOARD  
at

on the                      day of                      2005  
by

.....	.....
Authorised Signatory	Signatory Full Name
and	

.....	.....
Authorised Signatory	Signatory Full Name

EXECUTED for and on behalf of  
DAVIS LANGDON LLP  
at  
on the                      day of                      2005  
by

.....	.....
Member	Full Name of Member

In the presence of this witness

.....	.....
Witness Signatory	Witness Full Name

.....

.....

.....

Witness Address

EXECUTE for an on behalf of  
ROBERTSON HEALTHCARE (GARTNAVEL LIMITED)

at

on the                      day of                      2005

by

.....  
Director  
in the presence of this witness

.....  
Director Full Name

.....  
Witness

.....  
Witness Full Name

.....  
Witness address



**This is Appendix 1 referred to in the foregoing Agreement among Greater Glasgow Health Board, Robertson Health (Gartnavel) Limited and Davis Langdon LLP**

**Scope of Services - Independent Tester Contract**

The Independent Tester shall perform the role of Independent Tester as referred to in Clauses 20, 22 and 23 and the relevant Schedules of the Project Agreement (including complying with any time limits specified in such Clauses), including but not limited to the following scope of Services:

**1 MONTHLY REPORT AND COMPLETION CERTIFICATION**

The Independent Tester shall:

- 1.1 During the construction period, provide the Board and Project Co with a monthly report on the activities carried out by the Independent Tester. Undertake inspections, as necessary, in accordance with the Project Agreement. Report on the completion status of the Project, identifying any work that is not complete or is non-compliant with the Project Agreement. Attend monthly liaison meetings.
- 1.2 Determine whether any relevant Phase is finished or complete in accordance with the Project Agreement and advise Project Co and the Board of the need for any additional surveys and investigations which may be necessary to demonstrate whether a relevant Phase of the Project is finished or complete.
- 1.3 Certify the date that completion has occurred and issue a Certificate of Practical Completion in accordance with the Project Agreement.
- 1.4 Within five (5) Business Days of issue of the Certificate of Practical Completion in the form attached to this Appendix 1, prepare and issue a Snagging Notice specifying any Snagging Matters. Monitor and review rectification of such Snagging Matters in accordance with the Project Agreement.
- 1.5 Review the programme for the rectification of all Snagging Matters to be carried out and advise Project Co and the Board as appropriate.
- 1.6 Certify that Snagging Matters have been completed.

And in order to enable the Independent Tester to discharge these primary functions which are to be performed independently, fairly and impartially to and as between Project Co and the Board and having regard to the interests of Funders, the Independent Tester shall discharge at least the further duties described below.

## **2 GENERAL**

The Independent Tester shall:

- 2.1 Familiarise itself with the Project Agreement (including the Design Data, the Design Quality Plan, the Construction Quality Plan and any Variations issued from time to time and any other relevant documentation or information referred to in the Project Agreement, relevant Service Level Specifications and Method Statements and the Construction Contract to the extent necessary to be in a position to carry out the Services in accordance with the terms of the Project Agreement the Construction Contract and this Agreement.
- 2.2 Following notification by Project Co, pursuant to Clauses 22.8 and 22.10 of the Project Agreement, inspect and comment as required on the Works as required by the Completion Process.

## **3 DESIGN COMPLIANCE CHECK**

The Independent Tester shall:

- 3.1 Monitor the construction, structural and services design for the Project to establish that the design is generally in accordance with the Project Agreement.
- 3.2 Monitor the detailed working drawings and specifications for a sample number and type of rooms which in his professional judgment is appropriate to be selected by the Independent Tester to verify that they comply with the approved outline design as described in the Project Agreement. The Independent Tester has indicated that in normal circumstances twenty-five percent (25%) of rooms should be sampled. If in the professional judgment of the Independent Tester, because of the results of its sample or other circumstances a different sampling percentage is appropriate, he shall provide a detailed report in respect of that and, if so agreed (or determined as between Project Co and the Board by the Dispute Resolution Procedure) any change in the percentage sampling resulting in a change in fees will be borne by Project Co and/or the Board as they shall agree or as determined by the Dispute Resolution Procedure.
- 3.3 Review the detailed design information for any approved design or specification variations for compliance with the performance and quality standards of the Project Agreement and the Construction Quality Plan.

## **4 PROCEDURE REVIEW**

The Independent Tester shall:

- 4.1 Monitor the operation of the quality assurance procedures of the Contractor at regular intervals (maximum three (3) months) during the execution of the Works.
- 4.2 Review the proposed procedures and programmes for the testing, commissioning and Board's occupation.
- 4.3 Monitor the procedures for the identification, approval and recording of agreed Variations to the Works in accordance with the Project Agreement.

## **5 CONSTRUCTION REVIEW**

The Independent Tester shall:

- 5.1 Visit the Site and monitor the Works for their compliance with the Project Agreement. The frequency and timing of the Independent Tester's visits are dependent on the progress of construction on Site. The Contractor shall agree a programme with the Independent Tester for the inspection of key construction processes and the completed Project and shall give the Independent Tester advance notice of these Works being carried out on Site. The Independent Tester shall identify any aspect of the Works which need to be inspected before being covered over by subsequent activity so that he may satisfy himself that these have been constructed in accordance with the Construction Quality Plan without the need for opening up.
- 5.2 Randomly check that the Works are being undertaken in accordance with any health and safety plan that has been agreed by the Board and Project Co and in a workmanlike manner.
- 5.3 Review any samples as required by the Project Agreement and check that they have been approved in accordance with that agreement.
- 5.4 Review any extensions to the time for completion of the Works granted or to be granted in accordance with the Project Agreement.
- 5.5 Witness a sample proportion of the testing and commissioning procedures at random. The Independent Tester has indicated that these proportions should amount to approximately fifty percent (50%). The Independent Tester shall review one hundred percent (100%) of all test results. If in the professional judgment of the Independent Tester, because of the results of witnessing (or because of other circumstances) a different sampling percentage is appropriate he shall provide a detailed report in respect of that and any change in the percentage sampling resulting in a change of fees will be borne by Project Co and/or the Board as they shall agree, failing such agreement, as determined by the Dispute Resolution Procedure.
- 5.6 Inspect rectification works which have previously prevented the Independent Tester from certifying the Project as complete. Following the issue of the Certificate of Practical Completion, agree a list of Snagging Matters with Project Co together with its programme for implementation.
- 5.7 Check the production of the relevant operating and maintenance manuals, relevant approvals, test results, inspection records and as built drawings and monitor the timely handover of this documentation.

**6 PARTICIPATION IN DISPUTE RESOLUTION**

As and when required by the Board or Project Co, the Independent Tester shall participate in the Dispute Resolution Procedure of the Project Agreement (as such term is defined in the Project Agreement) to the extent that issues under the Project Agreement which have been referred to the said Dispute Resolution Procedure relate to the Independent Tester's other obligations and tasks as set out in this Appendix 1 and this Agreement.

**Form of Certificate of Final/Practical Completion**

Issued by :

Address :

Employer :

Address :

Contractor :

Address :

Issue date :

Works :

Situated at :

Project Agreement dated :

Under the terms of the above-mentioned Project Agreement, we hereby as Independent Tester having exercised reasonable skill, care and diligence do hereby certify that:

- (i) the Actual Completion Date was achieved on

.....

under exception of those minor defects, faults, omissions and other Snagging Matters detailed in the schedule attached hereto; and

- (ii) the attached documents being (a) the approval letter of the local fire officer, (b) building control occupation certificates and (c) the certificates referred to in clause 22 of the Project Agreement have been obtained and approved by us.

In this certificate, all words and expressions shall have the meanings given to them in the Project Agreement.

To be signed by or  
for the issuer named  
above.

Signed.....

---

<b>Distribution:</b>	Original to:	Duplicate to:	Copies to:
	<input type="checkbox"/> Employer	<input type="checkbox"/> Contractor	<input type="checkbox"/> Quantity Surveyor
			<input type="checkbox"/> Clerk of Works
			<input type="checkbox"/> Consultants
			<input type="checkbox"/> File

**This is Appendix 2 referred to in the foregoing Agreement among Greater Glasgow Health Board, Robertson Health (Gartnavel) Limited and Davis Langdon LLP**

**Part 1**

**Schedule of Drawdown of Fees**

Commencing at the end of the first month after the start on Site of the Works by the Contractor and thereafter at the end of each subsequent month up to the completion of the Works, the Consultant shall be paid at the fee in accordance with Clause 4 of the foregoing Agreement and the below schedule of drawdown:

Month	1	4,125
Month	2	4,469
Month	3	3,094
Month	4	3,094
Month	5	3,094
Month	6	3,094
Month	7	3,094
Month	8	3,094
Month	9	3,094
Month	10	3,094
Month	11	3,094
Month	12	3,094
Month	13	3,094
Month	14	4,564
Month	15	4,564
Month	16	4,659
Month	17	4,659
Month	18	6,129
Month	19	6,473
Month	20	4,310
		<hr/>
		<b><u>77,986</u></b>

**Appendix 2**

**Part 2**

**Schedule of Daily Rates**

The daily rates for the IT Schedule are:

Partner	£80.00 per hour
PM	£55.00 per hour

**This is Appendix 3 referred to in the foregoing Agreement among Greater Glasgow Health Board, Robertson Health (Gartnavel) Limited and Davis Langdon LLP**

**AGREEMENT**

among

**DAVIS LANGDON LLP** (OC306911) having its registered office at Midcity Place, 71 High Holborn, London, WC1V 6QS and having a place of business at Monteith House, 11 George Square, Glasgow, G2 1DY (hereinafter referred to as "the Consultant")

and

**THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND**, acting through its office at New Ueberior House, 11 Earl Grey Street, Edinburgh EH3 9BE, a company incorporated by Act of Parliament and having its head office at The Mound, Edinburgh EH1 1YZ in its own right and in its capacity as agent and security trustee (hereinafter referred to as "the Beneficiary" which expression shall include its successors and permitted assignees)

and

**GREATER GLASGOW HEALTH BOARD**, of Gartnavel Hospital, 1055 Great Western Road, Glasgow, G12 0XH (hereinafter referred to as "the Board")

and

**ROBERTSON HEALTH (GARTNAVEL) LIMITED**, a company registered under the Companies Acts in Scotland (company number SC 271565) and having its registered office at 10 Perimeter Road, Pinefield Industrial Estate, Elgin, Morayshire IV30 6AE (hereinafter referred to as "ProjectCo")

**WHEREAS:**

- A The Board has entered or intends to enter into an agreement (hereinafter referred to as "the Project Agreement") with ProjectCo for *inter alia* the design, construction, testing, commissioning and completion of a new acute psychiatric hospital at Gartnavel hospital (hereinafter referred to as "the Project").
- B The Beneficiary has entered or intends to enter into an agreement to provide finance to ProjectCo for the carrying out of the Project
- C The Board and ProjectCo (together hereinafter referred to as "the Employer") have entered into an agreement (hereinafter referred to as "the Appointment") with the Consultant to perform the services of an Independent Tester in connection with the Project and the Project Agreement as set out in the Appointment (hereinafter referred to as "the Services").
- D It is a condition of the Appointment that the Consultant enters into this Agreement with the Beneficiary.

**NOW IT IS AGREED:**



**1. DEFINITIONS AND INTERPRETATION**

- 1.1 Capitalised terms in this Agreement shall have the same meanings as those given in the Appointment and the provisions of clause 1 of the Appointment (Definitions and Interpretation) shall be repeated herein.

**2. CONSULTANT'S OBLIGATIONS**

- 2.1 The Consultant warrants and undertakes to the Beneficiary that it has complied and shall comply with the terms of the Appointment and that in performing the Services it has exercised and shall exercise all the reasonable skill, care and attention to be expected of a competent and fully qualified member of the Consultant's profession experienced in performing services of a similar nature and complexity to the Services.
- 2.2 The Consultant further warrants and undertakes to the Beneficiary that it has exercised and shall exercise such reasonable skill, care and attention all to the same effect as if the Consultant had been appointed by the Beneficiary.
- 2.3 The Consultant shall have no greater responsibility to the Beneficiary than it would have had if the Beneficiary had been named as the employer under the Appointment. The Consultant shall be entitled in any action or proceedings by the Beneficiary to rely on any limitation in the Appointment and to raise the equivalent rights in defence of liability as it would have against the Employer under the Appointment (other than counterclaim, set-off or to state a defence of no loss or a different loss has been suffered by the Employer).
- 2.4 The Beneficiary has relied and will continue to rely upon the Consultant's reasonable skill, care and attention in respect of all matters covered by this Agreement in so far as they relate to the Services provided by the Consultant under the Appointment.

**3. INSPECTION**

- 3.1 The obligations and liabilities of the Consultant under this Agreement shall not be limited or excluded or in any other way affected by any enquiry or inspection into any matter which may be made or carried out by or for the Beneficiary nor by any failure or omission to carry out such enquiry or inspection by the Beneficiary (or failure to so appoint) and whether or not any independent liability of any such person, firm or other entity to the Beneficiary arises in connection therewith.

**4. COPYRIGHT**

- 4.1 The copyright in all, reports, and other similar documents provided by the Consultant in connection with the Services shall remain vested in the Consultant but the Consultant grants to the Beneficiary and its respective nominees with full title guarantee a non-exclusive irrevocable royalty free licence to copy and use such drawings and other documents and to reproduce the designs contained in them for any purpose related to the Project including (but without limitation) the installation, completion, maintenance, and/or repair carried out under and/or associated with the Project Agreement. Such licence shall include a licence to grant sub-licences and to transfer the same to third parties, but only with the prior approval of the Consultant (such approval not to be unreasonably withheld or delayed).
- 4.2 The Consultant shall not be liable for any such use by the Beneficiary or its nominees of any drawings and other documents for any purposes other than those for which they were originally prepared by the Consultant.

- 4.3 The Beneficiary shall, on written request and upon paying a reasonable copying charge therefor, be entitled to be supplied by the Consultant with copies of the drawings and other items referred to in clause 4.1.

## **5. PROFESSIONAL INDEMNITY INSURANCE**

- 5.1 The Consultant shall maintain professional indemnity insurance covering (inter alia) all liability hereunder upon customary and usual terms and conditions prevailing for the time being in the insurance market, and with reputable insurers lawfully carrying on such insurance business in the United Kingdom, in an amount of not less than [£10,000,000 (Ten Million Pounds)] for any one occurrence or series of occurrences (save that in respect of claims relating to contamination and/or pollution the level of insurance shall be in the aggregate) arising out of any one event for a period beginning now and ending 12 years after the Actual Completion Date (as defined in the Project Agreement), provided always that such insurance is available at commercially reasonable rates. The said terms and conditions shall not include any term or condition to the effect that the Consultant must discharge any liability before being entitled to recover from the insurers, or any other term or condition which might adversely affect the rights of any person to recover from the insurers pursuant to the Third Parties (Rights Against Insurers) Act 1930, or any amendment or re-enactment thereof. The Consultant shall not, without the prior approval in writing of the Beneficiary, settle or compromise with the insurers any claim which the Consultant may have against the insurers and which relates to a claim by the Beneficiary against the Consultant, or by any act or omission lose or prejudice the Consultant's right to make or proceed with such a claim against the insurers.
- 5.2 Any increased or additional premium required by insurers by reason of the Consultant's own claims record or other acts, omissions, matters or things particular to the Consultant shall be deemed to be within commercially reasonable rates.
- 5.3 The Consultant shall immediately inform the Beneficiary if such insurance ceases to be available at commercially reasonable rates in order that the Consultant and the Beneficiary can discuss means of best protecting the respective positions of the Consultant and the Beneficiary in respect of the Services in the absence of such insurance.
- 5.4 The Consultant shall fully co-operate with any measures reasonably required by the Beneficiary, including (without limitation) completing any proposals for insurance and associated documents and maintaining such insurance at rates above commercially reasonable rates, if the Beneficiary undertakes in writing to reimburse the Consultant in respect of the net cost of such insurance to the Consultant above commercially reasonable rates or, if the Beneficiary effects such insurance at rates at or above commercially reasonable rates, reimbursing the Beneficiary in respect of what the net cost of such insurance to the Beneficiary would have been at commercially reasonable rates.
- 5.5 On or before the date of this Agreement and thereafter as and when reasonably requested to do so by the Beneficiary, the Consultant shall produce for inspection an insurance brokers' letter confirming that the Consultant's professional indemnity insurance is being maintained in accordance with this Agreement.

## **6. ASSIGNATION AND TRANSFER OF AGREEMENT**

- 6.1 This Agreement may be assigned on two occasions only by the Beneficiary at any time to any other party acquiring the whole or any part of the Beneficiary's interest in the Project without the consent of the Consultant or the Employer being required and such Assignment shall be effective upon written notice thereof being given to the Consultant and the Employer. The Consultant or the Employer may not assign this Agreement.

- 6.2 The Consultant agrees that it shall not at any time assert that any permitted assignee in terms of this Agreement is precluded from recovering any loss resulting from any breach of this Agreement by reason that such assignee is not an original party to this Agreement or that no loss or a different loss has been suffered by the original party.

## **7 EXTRANEIOUS RIGHTS**

- 7.1 The parties acknowledge and accept that the provisions of this Agreement shall not in any way whatsoever and notwithstanding any rule of law to the contrary prejudice the rights and remedies which may be available to the parties against each other in delict at common law.

## **8 THIRD PARTY RIGHTS**

- 8.1 Save where expressly stated otherwise in this Agreement, nothing in this Agreement shall confer or purport to confer on any third party any benefit or right to enforce any term of this Agreement.

## **9 NOTICES**

- 9.1 Any notice to be given hereunder shall only be validly served if in writing and delivered personally or sent by pre-paid first class recorded delivery post or sent by fax to the Beneficiary or the Consultant or the Employer at the address specified in the preamble to this Agreement or to such amended address as the relevant party may specify.
- 9.2 In proving service it shall be sufficient to prove that the envelope containing the notice was properly addressed and either delivered personally or posted as a pre-paid first class recorded delivery letter, or that the notice was faxed to the correct fax number (as demonstrated by the transmission slip).
- 9.3 The Consultant undertakes to the Beneficiary that it will copy to the Beneficiary, at the time of issue to the Employer, any notices issued pursuant to the Appointment.

## **10 CONSULTANT'S REMUNERATION**

- 10.1 The Consultant acknowledges that the Employer has paid all fees and expenses properly due and owing to it under or arising out of the Appointment up to the date of this Agreement. The Beneficiary has no liability to the Consultant in respect of fees and expenses under the Appointment unless the Beneficiary has given notice under clauses 11.1 or 11.2.

## **11 STEP-IN RIGHTS**

- 11.1 The Consultant agrees that it shall, if so required by notice in writing given by the Beneficiary and subject to clause 11.4, accept the instructions of the Beneficiary or its appointee (which, for the avoidance of doubt, and without limitation may include a third party appointed by the Beneficiary) on a commercial arms length basis to carry out the role of Project Co under the Appointment to the exclusion of Project Co in respect of the Project upon the terms and conditions of the Appointment.
- 11.2 The Consultant further agrees that it shall not without first giving the Beneficiary not less than 21 days' notice in writing specifying the grounds for so doing, exercise any right it may have to terminate the Appointment or to treat the same as having been repudiated by Project Co or to discontinue the performance of any Services to be performed by the Consultant pursuant thereto. Such right to terminate the Appointment or to treat the same as having been repudiated or to discontinue performance shall cease if, within such period of notice and subject to clause 11.4, the Beneficiary shall give notice in writing to the Consultant requiring the Consultant to accept the instructions of the Beneficiary or its appointee (which, for the avoidance of doubt, and without limitation may include a third party appointed by the

Beneficiary) on a commercial arms length basis to act as the employer under the Appointment to the exclusion of Project Co in respect of the Project upon the terms and conditions of the Appointment.

- 11.3 The Employer acknowledges that the Consultant shall be entitled to rely on a notice given to the Consultant by the Beneficiary under clauses 11.1 or 11.2.
- 11.4 It shall be a condition of any notice given by the Beneficiary under clauses 11.1 or 11.2 that the Beneficiary or its appointee accepts liability for payment of the fees and expenses payable to the Consultant under the Appointment and for performance of Project Co's obligations including payment of any fees and expenses properly incurred, due and payable and which are outstanding at the date of such notice.
- 11.5 Upon the issue of any notice by the Beneficiary under clauses 11.1 or 11.2, the Appointment shall continue in full force and effect as if no right of termination on the part of the Consultant had arisen and the Consultant shall be liable to the Beneficiary and its appointee under the Appointment in lieu of its liability to Project Co. The Beneficiary guarantees to the Consultant the performance of the obligations of any appointee nominated under clauses 11.1 or 11.2.

## 12 GOVERNING LAW

12.1 This Agreement shall be governed by and construed according to Scots law and the parties submit to the exclusive jurisdiction of the Scottish Courts: IN WITNESS WHEREOF this Agreement consisting of this and the preceding 4 pages has been executed as follows:-

Subscribed for and on behalf of **Davis Langdon LLP:**

.....	.....
Signature of Member	Full name of Member

Date when signed:	.....
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Town where signed:	.....
--------------------	-------

**IN THE PRESENCE OF THIS WITNESS:** .....

Signature of witness
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Full name of witness:	.....
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Address of witness:	.....
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Subscribed for and on behalf of **The Governor and Company of the Bank of Scotland:**

.....	.....
Signature of Authorised Signatory	Full name of Authorised Signatory

Date when signed:	.....
-------------------	-------

Town where signed:	.....
--------------------	-------

in the presence of this witness:	.....
Signature of witness	

Full name of witness:	.....
-----------------------	-------

Address of witness:	.....
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Subscribed for and on behalf of **Greater Glasgow Health Board:**

.....	.....
Signature of Authorised Signatory	Full name of Authorised Signatory

Date when signed:	.....
-------------------	-------

Town where signed:	.....
--------------------	-------

in the presence of this witness:	.....
Signature of witness	

Full name of witness: .....

Address of witness: .....

Subscribed for and on behalf of **Robertson Health (Gartnavel) Limited:**

.....	.....
Signature of Director	Full name of Director

Date when signed: .....

Town where signed: .....

In the presence of this witness: .....	.....
	Signature of witness

Full name of witness: .....

Address of witness: .....