**(To Be Issued On Great Places Housing Group Limited or The Relevant Additional Client's Letter -Headed Paper)**

**[Date]**

**Project [** **]**

Dear Sirs

I write to confirm your appointment on the project known as [ ] (the **“Project”**) at [ ] (the “**Site**”).

1. We intend to carry out the Project on the Site. This letter is to take immediate effect and you are now requested to undertake the Services on the Project. Details of the Services required are set out within Appendix A appended to this Allocation Letter.
2. This letter is supplemental to the Framework Agreement (**“Framework Agreement”**) dated the 4th day of July 2020 and made between us and you and which is deemed to be incorporated into this letter as if the Framework Agreement was set out in full in this letter.
3. Any terms defined in the Framework Agreement shall bear the same meaning for the purpose of this letter.
4. Notwithstanding the termination of the Framework Agreement by expiration of time or otherwise, the Framework Agreement shall be deemed to form part of and be incorporated into this letter as if each were set out in full in this letter and shall, unless this letter is terminated by us continue to apply until such time as you shall have fulfilled your obligations and duties under this letter.
5. Neither Party may commence any legal action against the other under this letter after the expiry of 12 years from the date of completion of the Services.
6. The provisions of the Framework Agreement shall prevail in the event of any conflict between such provisions and this letter unless otherwise specifically agreed in writing by both of us.

This letter is issued to you in duplicate. By signing and returning this Allocation Letter, you agree to enter a legally binding contract with us to provide to us the Services specified in this Allocation Letter incorporating the rights and obligations in the Appointment Terms [as amended or varied by this Allocation Letter] set out in the Framework Agreement entered into by Great Places Housing Group Limited and you on 4th day of July 2020.

Yours faithfully

[ ] (company number [ ]) [of] [whose registered office is at] [ ] and e-mail address [ ] (the **Client**)

|  |
| --- |
| **EXECUTED** as a **DEED** by **the Client** |
| ***[Insert appropriate attestation provision for the Client]*** |

We hereby acknowledge receipt of the original of this letter and accept the appointment and allocation of the Project referred to above.

[ ] (company number [ ]) [of] [whose registered office is at] [ ] and e-mail address [ ] (the **[Service Provider/ Consultant/ Contractor**])

|  |  |
| --- | --- |
| **EXECUTED** as a **DEED** by **the [Service Provider/ Consultant/ Contractor]** acting by a director and a director/secretary | |
|  | |
| DIRECTOR | |
| Signature: |  | |
| Name (in block capitals) |  | |
| SECRETARY/DIRECTOR | | |
| Signature: |  | |
| Name (in block capitals) |  | |
| **Date:** |  | |

**Appendix A to Allocation Letter**

Key Information:

|  |  |
| --- | --- |
| **Services Framework Lots;** | **Lot C3 (West/East)** – Building Surveying |
| **Details of:**  **[Services]**  **[Competed Services]** | Services as set out in Schedule [3A/3B] of the Framework Agreement and as detailed at Appendix B below  *Detail any additional services as appropriate*  *(3A is Services outlined in the Service Brief, 3B is any additional services)* |
| **Details of Amendments and Variations to Appointment Terms (if any);** | *Detail any changes to standard Appointment Terms in Schedule 2 of the Framework Agreement here. If none write N/A.* |
| **Security Package Options** | 1. Performance Bond, Building Guarantee, Standard Retention of 3% to Practical Completion (PC), 1.5% to Notice of Completion of Making Good  2. Building Guarantee with Insolvency and Enhanced Retention at 5% to PC, 1.5% to Notice of Completion of Making Good  3. Building Guarantee, Parent Company Guarantee and Enhanced Retention at 5% to PC, 1.5% to Notice of Completion of Making Good |
| **Level of Professional Indemnity Insurance Required:** | As per minimum limit of indemnity as set out in the Framework Agreement:  £5,000,000 each and every claim.  *If wording on insurance documents is any different than above, you will be advised at call off and it will need including here.* |
| **Fee;** | The Fee specified within Schedule 6 of the Framework Agreement as detailed and completed below:  *[*Insert details of Fee – note any capped fee] |
| **Commencement Date;** | [ Date ] or if earlier, at commencement of services. |
| **Project term;** | Completion anticipated [ Date ] with completion of end of defects process in [ Date ] or such extended or reduced period as may be fixed from time to time. |
| **Strategic KPIs applicable;** | As per KPIs set out in Schedule 8 of Framework Agreement |
| **Confidential Information;** | *[Insert which information shall be deemed to be confidential information and the duration that such information shall be deemed to be confidential]* |
| **Warranty Requirements:** | As per Framework Agreement and Appointment Terms.  *PM to consider if any changes are required.* |
| **[Any further project specific details to be inserted here]** |  |

**Consultant Allocation Letter Extras**

|  |  |
| --- | --- |
| **Client's Representative:** | The Client's Representative is [ PM ]. |
| **Level of Third Party Liability Insurance Required:** | The amount of third party liability cover required is £5,000,000 each and every claim (Clause 13.2.3). |
| **Fee Payment Schedule** | The Fee Payment Schedule is as follows:   |  | | --- | | 1. 25% upon achieving of planning permission | | ii. 20% tender acceptance | | 1. 45% payable in quarterly instalments throughout the contract   period | | iiii. 10% on agreement of Final Account | |
| **Reimbursable Expenses:** | Reimbursable expenses etc. (Clause 12.2) are included in the fee above. |
| **Additional Services:** | Hourly rates for Additional Services are to be agreed if required. |
| **Consultant Personnel:** | The person referred to in Clause 9.1 is [This is the main contact named in the Framework Agreement ]. |
| **Key Personnel:** | The key person(s) referred to in Clause 9.2 are: [This is the consultant working on the scheme]  [ ];[ ].  [No full time resident site staff shall be required. The Consultant shall make available any of the key persons on site as and when reasonably required by the Client and this shall be included in the Fee.] |
| **Copy documentation:** | The number of copy documents required is two (in accordance with Clause ‎7.5) |
| **Client's address for service:** | The Client's address, number and email for service are as follows:  Address: [ Insert client address, number and email for correspondence ]  or such other address or number for service as the Client may have previously notified to the Consultant. |
| **Consultant's address for service:** | The Consultant's address, number and email for service are as follows:  Address: [ Insert consultant address, number and email for correspondence ]  or such other address or number for service as the Consultant may have previously notified to the Client. |
| **Other Consultants:** | Architect -[ Insert name of consultants or NA ]  Principal Designer -[ ]  Planning Consultant -[ ]  Building Surveyor -[ ]  Employers Agent -[ ]  Clerk of Works - [ ]  Purchasers Agent - [ ]  Fire Consultant - [ ]  Approved Inspector - [ ]  Structural Engineers - [ ]  Site Investigation Services – [ ] |
| **Materials:** | The following materials are not to be specified, authorised for use and/or used in the Project:  [ Insert any prohibited materials or NA] |
| **Preliminary Appointment Details:** | Details of the Preliminary Appointment (if any) are [none] |
| **Sub-Consultant Details:** | Details of sub consultants (Clause 22) are : [insert names or NA] |

**Appendix B to Allocation Letter: Standard Services**

[The Standard Services may be divided into separate stages but such division shall not affect the Consultant's obligation to provide the Standard Services as and when necessary in accordance with this deed.

Where there is a reference in this schedule to assisting or providing services in conjunction with the Other Consultants the Consultant shall assist and co-operate with the Other Consultants in the performance of the Standard Services.]

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**SERVICE BRIEF – LOT C3 BUILDING SURVEYING SERVICES**

The following service brief is based on the RICS standard for Building Surveyor Services.

Please note that the Client requires a one-stop service and where the RICS brief refers to the professional team the framework consultant will be expected to coordinate a comprehensive service which embraces measured and dilapidation surveys, design, cost consultancy, Principal Designer, Health and Safety Advisor, Party Wall Surveyor (where applicable) and SAP calculations together with all contract administration.

The appointed practice shall demonstrate reasonable skill and care as is expected of a person deemed competent to undertake the role.

ICN is committed to Equal Opportunities and you will be expected to uphold the spirit of this commitment in all your dealings on behalf of each ICN member.

1. **CORE SERVICES (CONSTRUCTION)**

**1.1 General**

|  |  |
| --- | --- |
|  | **Description of Services** |
| 1.1.1 | Attend Client, Design, Project, Site and other meetings as provided under this Appointment. |
| 1.1.2 | Issue instructions, on behalf of the Client, to the Professional Team and Principal Contractor in accordance with the terms of their Appointments/the Building Contract. |
| 1.1.3 | Liaise with the Professional Team and advise the Client of its obligations under the CDM Regulations. |
| 1.1.4 | Comply with the CDM Regulations insofar as they relate to this Appointment. |
| 1.1.5 | Agree Project reporting and recording procedures with the Client, the Professional Team and the Principal Contractor. Implement agreed procedures. |
| 1.1.6 | Monitor the performance of the Professional Team and the Principal Contractor. Report to the Client. |
| 1.1.7 | Prepare regular (monthly) design, quality, cost and programme reports. Advise the Client of any decisions required and obtain authorisation. |

**1.2 Preparation and Brief (RIBA Plan of Work 2013)**

|  |  |
| --- | --- |
|  | **Description of Services** |
| 1.2.1 | Liaise with the Client and the Professional Team to determine the Client’s initial requirements and to develop the Client’s Brief. Establish and review approval, variation and reporting procedures. Prepare recommendations for the Client’s approval. |
| 1.2.2 | Visit the Site and carry out initial inspections. Advise the Client on areas of concern and highlight all areas of risk. |
| 1.2.3 | Liaise with the Professional Team and advise the Client on structural, building, measured and other surveys and site investigations. |
| 1.2.4 | Prepare a measured survey/condition survey or other report on the Site or any existing buildings on the Site. Produce dimensioned drawings, schedule of condition and other record documents. |
| 1.2.5 | Carry out a desktop study of archive material. Prepare a report and advise the Client. |
| 1.2.6 | Advise the Client on demolition, strip-out, site investigation and enabling works contracts required before the Building Contract. |
| 1.2.7 | Liaise with the Professional Team and procure demolition, strip-out, site investigation and enabling works contracts if required before the Building Contract. |
| 1.2.8 | Advise the Client on specialist services, including consultants, Contractors, sub-Contractors and suppliers required in connection with the Project. |
| 1.2.9 | Liaise with the Professional Team and advise the Client of its obligations under the CDM Regulations. |
| 1.2.10 | Comply with the CDM Regulations 2015 insofar as they relate to this Appointment. |
| 1.2.11 | Liaise with the Professional Team and advise the Client on statutory or other approvals required and fees due in respect of the Project. Recommend payments to the Client. |
| 1.2.12 | Prepare an initial appraisal for the Project including advice and recommendations on the technical feasibility of the works required, their approximate costs, their design and construction programme and any statutory or other approvals required. |

**1.3 Concept Design (RIBA Plan of Work 2013)**

|  |  |
| --- | --- |
|  | **Description of Services** |
| 1.3.1 | Liaise with the Professional Team and prepare outline proposal(s) for the Project including advice and recommendations on the technical feasibility of the works required, structural design, building services systems and quality standards. |
| 1.3.2 | Identify the approximate budget estimates, construction programme and any statutory or other approvals required. Begin preparation of specification documents. |
| 1.3.3 | Establish the roles and responsibilities of the Client, the Professional Team, the Principal Contractor and specialist/design sub-Contractors. |
| 1.3.4 | Liaise with the Professional Team and establish a structure and procedure for design and quality management. Establish and review approval, variation and reporting procedures. Prepare recommendations for the Client’s approval |

**1.4 Developed Design (RIBA Plan of Work 2013)**

|  |  |
| --- | --- |
|  | **Description of Services** |
| 1.4.1 | Liaise with the Professional Team and prepare developed, coordinated and updated proposals for the Project including advice and recommendations on the technical feasibility of the works required, structural design, building services systems and quality standards. |
| 1.4.2 | Identify measured budget estimates, considered construction programme and confirm any statutory or other approvals required. Finalise specification documents. Prepare recommendations for the Client’s approval. |
| 1.4.3 | Confirm the scope of the Building Contract to the Client and advise on additional works required by third parties. |

**1.5 Technical Design (RIBA Plan of Work 2013)**

|  |  |
| --- | --- |
|  | **Description of Services** |
| 1.5.1 | Liaise with the Professional Team and identify any extended lead times for building components and systems. |
| 1.5.2 | Liaise with the Professional Team and identify any specialist/proprietary building components and systems. Prepare recommendations for the Client’s approval. |
| 1.5.3 | Prepare and submit planning, building regulations or other statutory applications. Conduct negotiations on behalf of the Client. |
| 1.5.4 | Liaise with the Professional Team and prepare a Project summary report including advice and recommendations on the technical feasibility of the works. |
| 1.5.5 | Prepare and maintain a Client briefing document, identifying the roles and responsibilities of the Client, the Professional Team, the Principal Contractor and specialist sub-Contractors/ suppliers. |
| 1.5.6 | Advise on tendering and contractual procurement options. |
| 1.5.7 | Advise on suitable tenderers for the Building Contract in line with the Client’s procurement framework. |
| 1.5.8 | Liaise with the Professional Team and prepare pre-construction documentation and information required for the safe design and construction of the project. Prepare a risk register to clarify mitigation measures in place for all design aspects. |
| 1.5.9 | Prepare and finalise tender drawings and specifications in preparation for the procurement process. |
| 1.5.10 | Issue tender documents to Contractors. Respond to queries and clarifications throughout the tender period. Organise and attend pre and post tender interviews (where required); attend and minute tender openings. |
| 1.5.11 | Liaise with the Professional Team and advise on errors, omissions, exclusions, qualifications and inconsistencies between the tender documents and the tenders received. |
| 1.5.12 | Advise on the tenderers design and construction programmes and method statements. |
| 1.5.13 | Liaise with the Professional Team and prepare, or obtain from the Professional Team, cost and design studies to assess alternative Contractor’s proposals. |
| 1.5.14 | Provide a Value for Money / Tender Report as appropriate. Reports must include relevant cost benchmarking of the tender sum against both ICN and other non-ICN relevant and comparable schemes to demonstrate value for money. The Value for Money / Tender Report must, as a minimum, provide all information required for internal and external reporting as set out in the template included at Appendix 1 herein. |
| 1.5.15 | Conduct negotiations with tenderers. Prepare documentation to confirm adjustments to the tender sums. |
| 1.5.16 | Liaise with the Client and the Professional Team and advise on methods of progressing design and/or construction works prior to the execution of the Building Contract. |
| 1.5.17 | Obtain confirmation that required insurances are in place prior to commencement of works on the Site. |
| 1.5.18 | Prepare and assemble the contract drawings and specifications with the Professional Team. Liaise with the Client’s legal advisors if necessary, prepare the contract documents and deliver to the Client and the Principal Contractor for completion. |

**1.6 Construction (RIBA Plan of Work 2013)**

|  |  |
| --- | --- |
|  | **Description of Services** |
| 1.6.1 | Liaise with the Principal Contractor for the duration of the Building Surveyors appointment and share with the Principal Contractor information relevant to the planning, management and monitoring of the construction phase and the coordination of the health and safety matters during the construction phase. |
| 1.6.2 | Assist the Principal Contractor in preparing the construction phase plan by providing to the Principal Contractor all information the Building Surveyor holds and which is relevant to the construction, including pre construction information obtained from the Client and any information obtained from designers. |
| 1.6.3 | Convene and chair regular/monthly site meetings with the Client, the Professional Team, the Principal Contractor and, where appropriate, sub-Contractor(s) or supplier(s). Take minutes of the matters discussed and issue copies of minutes to the Client, the Professional Team, the Principal Contractor and such other persons attending the meeting within 7 working days. |
| 1.6.4 | Liaise with the Client and the Professional Team and conduct negotiations with the Principal Contractor. Prepare documentation to confirm the agreements reached. |
| 1.6.5 | Undertake fortnightly site inspections. Obtain progress and quality reports from site staff representing the Client, the Professional Team and the Principal Contractor. |
| 1.6.6 | Visit the Site fortnightly and assess the progress of the Project for interim payment purposes. Liaise with the Professional Team and prepare recommendations for interim payments to the Principal Contractor. |
| 1.6.7 | Advise, or obtain advice from the Professional Team, on the cost and programme effect of variations prior to the issue of instructions under the Building Contract. Agree the cost of instructions, issued under the Building Contract and obtain authorisation from the Client for any additional costs. |
| 1.6.8 | Agree all test certificates and statutory and non-statutory approvals required from the Professional Team and the Principal Contractor. |
| 1.6.9 | Advise on the rights and obligations of the parties to the Building Contract. |

**1.7 Handover and Close Out (RIBA Plan of Work 2013)**

|  |  |
| --- | --- |
|  | **Description of Services** |
| 1.7.1 | Liaise with the Client, the Professional Team and the Principal Contractor and prepare and maintain a handover plan, or similar management tool, identifying the roles and responsibilities of the Client, the Professional Team and the Principal Contractor. |
| 1.7.2 | Liaise with the Client, the Professional Team and the Principal Contractor and prepare and maintain a defects administration plan, or similar management tool, to identify the roles and responsibilities of the Client, the Professional Team and the Principal Contractor. |
| 1.7.3 | Monitor the flow of defects during the first 12 months and assess the cause of any defect trends. If required, prepare a written report for the Client with recommendations for rectification work. Ensure at all stages that defects are corrected. |
| 1.7.4 | To undertake inspections at Making Good Defects stage and issue a Notice of Completion of Making Good. |
| 1.7.5 | Consider all claims made by the Principal Contractor for extensions of time and/or loss and expense under the terms of the contract (and with reference to ICN Framework contract amendments). Advise the Client in respect of the contractual position and prepare an Extension of Time report including information as set out in the template included at Appendix 2 herein as required by the Client. |
| 1.7.6 | Facilitate agreement to the final account or similar financial statement from the parties to the Building Contract. This includes the assessment of loss and expense claims and the recovery of liquidated and ascertained damages. |
| 1.7.7 | The Building Surveyor will collate, check, maintain and update as appropriate (in conjunction with the Principal Contractor) a Health and Safety file to be used post handover by the end user. This file should be in a format agreed with the commissioning Client. The Building Surveyor is to check and sign off the final information provided. |

This appointment is being executed as a deed. Documentation and guidance relating to matters arising from the Building Contract may be sought for the full term of the deed.

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**Appendix 1**

**Value for Money (VFM) / Tender Report –Standard Template**

The Consultant’s Tender / VFM Report should cover the following matters as required for issue to for the Client for approval (amended to suit the project):

**CONTENTS**

**1) Introduction**

* Project background
* Name of Principal Contractor / Architect / Engineer / Principal Designer (full directory not required)
* Summary details of the scheme including mix and tenure
* Summary of selected procurement route (negotiated or tender)

**2) Key Contract Information**

* Form of Contract
* Contract period
* Date of possession
* Date for completion
* Liquidated and Ascertained Damages / week
* Insurance of Works
* Payment periods
* Rectification Period
* Performance Bond, Parent Company Guarantee Principal Contractor Insolvency cover provision
* Building Warranty provider
* Retentions

**3) Tendering procedure**

To include commentary on

* Tender list
* Tender documentation issued / survey information
* Basis of tenders issued and procurement route (inc details of negotiated routes on/off framework)
* Submission date / tender valid until date
* PD appointment / principal contractor competency / F10 status

**4) Current Tendering Climate.**

* Commentary on recent tenders, BCIS inflation forecast etc

**5) Evaluation of tender offer**

Detailed analysis of tender costs including comments on:

* Contractor’s tender sum analysis
* Process of negotiations where required
* Comparison with estimate / cost plan / budget
* Value for money including commentary and data on:
* Costs per unit and £/m2
* Distribution of costs by element %
* Benchmarking analysis against ICN schemes and other relevant and comparable cost data available (i.e. BCIS index, other RP projects)
* Provisional Sums
* Preliminaries costs / OH&P / fees and charges
* Summary / commentary on abnormal cost elements
* Comparison with budget cost plan / pre-tender estimate
* Tender qualifications / clarifications and client risks

**6) Tender Offer**

To include:

* Split of Construction/Contractor On-costs to comply with Homes England(HE) cost reporting requirements. A copy of the following table populated with the breakdown of Total Works Costs to be included with the Tender / VFM Report.

*NB: If for a mixed tenure scheme contractors tender costs are split by tenure or HE grant is to be claimed in phases the consultant is to agree approach to split of costs for reporting with the Client.*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| IMS Capital Cost  Element | Houses (Rental) | House (Shared Ownership) | Apartments (Rental) | Apartments (Shared Ownership) | Total |
|  | £ | £ | £ | £ | £ |
| Main works costs |  |  |  |  |  |
| Superstructure |  |  |  |  |  |
| Substructure |  |  |  |  |  |
| Supplementary works costs |  |  |  |  |  |
| Facilitating works |  |  |  |  |  |
| Finishes |  |  |  |  |  |
| Fittings, furnishings and equipment |  |  |  |  |  |
| Services |  |  |  |  |  |
| Prefabricated Buildings and building units |  |  |  |  |  |
| Works to existing building |  |  |  |  |  |
| External works |  |  |  |  |  |
| Associated Works Costs |  |  |  |  |  |
| Main Contractor’s Preliminaries |  |  |  |  |  |
| Main Contractor’s Overheads |  |  |  |  |  |
| Main Contractor’s Profit |  |  |  |  |  |
| Risk (Client contingencies) |  |  |  |  |  |
| On Costs\* |  |  |  |  |  |
| Contractors Project/Design Team Fees |  |  |  |  |  |
| Total Works Costs (A) |  |  |  |  |  |
| Other development / Project costs (excluding land acquisition) (B) | Client to include | | | | |
| Total Scheme Costs (TSC) (A+B) |  |  |  |  |  |

*\*Contractor On-Costs: The HE definition of Contractor on cost items to be split from the works costs element are:*

* *Consultant design fees (where incurred by the contractor under a D&B contract)*
* *Legal fees, disbursements and expenses*
* *Fees for building control and planning permission*
* *Fees and charges associated with the Agency’s requirements relating to the energy rating of dwellings*
* *In-house or external consultant fees, disbursement and expenses (where incurred by the contractor under a D&B contract)*
* *Insurance premiums including building warranty and defects / liability insurance (except contract insurance included in the works costs)*
* *Contract performance bond premiums*

**7) Tender Compliance**

To include commentary on:

* Contractors Proposals (detail of compliance with Employer’s Requirements)
* Confirmation via architect/contractor the scheme complies with all client design standards a
* Homes England Capital Costs Business Rules Compliance

|  |  |
| --- | --- |
| **HE Business Rule** | **Actual % & comments on variation** |
| (2) Main works costs are expected to be at least 60% of the total works costs |  |
| (3) The combined costs for infrastructure, abnormals & S.106 costs are not expected to be more than 30% of the total works costs |  |
| (4) Associated works costs are not expected to be greater than 20% of the total works cost |  |

* Comments on any areas of non-compliance
* Contractor’s Proposals Checklist

**8) Summary and Recommendations**

To include:

* Recommendations for acceptance based on the agreed contract sum representing good value for money
* Accepted Contract Sum
* Identified client risks

**Documents to be attached to report as appendices:**

* Contract Sum Analysis
* Contractor’s Proposals Checklist

***Report to be Signed and Dated by Consultant***

*NB:*

*The above template is for guidance only and represents the minimum information required in a consultants’ Tender Report / Value for Money Report (on negotiated acquisition). It is not intended to be exhaustive and will be dependent on the complexity of individual projects and information requirements required by the Client.*

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**Appendix 2**

**Extension of Time Claim Report – Standard Template**

1. **Scheme Name**
2. **Project Team**
3. **Scheme Background**
4. **Contract Data**
   1. Contract Commencement Date
   2. Contract Completion Date
   3. Contract Period
   4. Contract Liquidated and Ascertained Damages
   5. Sectional Completion
5. **Extension of Time Claim**
   1. Date Notified of Delay
   2. Extension of Time Requested (weeks)
   3. Forecast revised completion date
6. **Contractual Position (Relevant Events, Contract Clause 2.26)**

*2.26.1 - Changes to the works*

*2.26.2 - Employer’s instructions*

*2.26.3 - Deferment of possession*

*2.26.4 - Antiquities*

*2.26.5 - Suspension by the Contractor*

*2.26.6 - Default by Employer*

*2.26.7 - Statutory Undertaker’s non-performance*

*2.26.8 - Exceptionally adverse weather*

*2.26.9 - Specified Perils*

*2.26.10 - Terrorism*

*2.26.11 - Strikes*

*2.26.12 - Statutory powers after the Base Date*

*2.26.13 - Delay in receipt of permission or approval of statutory body*

*2.26.14 - Force majeure*

1. **Substantiation of Extension of T**i**me Claim**
2. **Other Causes of Delay (Non Relevant Events) i.e.**
   1. Discharge of Planning Conditions
   2. Shortage of Labour Resources / Building Materials
3. **Effect of Delays / Mitigation**
4. **Loss and Expense Entitlement**
   1. Relevant Matters, Clause 4.21
5. **Extension of Time Recommendation**
6. **Liquidated and Ascertained Damages entitled to be Charged**

**Appendix C to the Allocation Letter: The Brief**

**Appendix D to the Allocation Letter: The Programme**