**(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**])

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| **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 C7 (West/East)** – Principal Designer |
| **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 Good2. Building Guarantee with Insolvency and Enhanced Retention at 5% to PC, 1.5% to Notice of Completion of Making Good3. 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:

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| --- |
| 1. 20% at issue of the pre-construction health and safety

information to the Principal Contractor  |
| 1. 20% at issue of the construction phase health and

 safety plan |
| 1. 20% at start on site following completion of all pre

contract tasks |
| 1. 30% at quarterly instalments during contract during the

contract period (Start on Site to Practical Completion) |

  |
| **Reimbursable Expenses:** | Reimbursable expenses etc. (Clause 12.2) are [none] [[ ] and the Consultant agrees that it shall seek payment of such on a 'consultant's cost' basis with no mark up or handling or other fee or whatever kind. The Consultant shall include such expenses and disbursements in the next Fee instalment invoice following the date on which the expenses and/or disbursements are incurred.] |
| **Additional Services:** | Hourly rates for Additional Services are: [ ] |
| **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] [ ] [not applicable] |
| **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 C7 PRINCIPAL DESIGNER**

**Specific Requirements**

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 client.

The services which are detailed below are derived from the duties laid on the Principal Designer by the Construction (Design and Management) Regulations 2015, and other related requirements. Reference should be made to the CDM Regulations 2015 for the precise scope of each service and this schedule must be read within the context of the regulations as a whole. In general, you are expected to undertake all duties expected of a Principal Designer as described in the Construction (Design and Management) Regulations 2015.

The Principal Designer and/or Health & Safety Advisor will provide all of the relevant sections outlined below as a minimum.

**Principal Designer (PD)**

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| --- | --- |
|  | **Description of Services** |
| 1. | The Principal Designer will provide contact details and be available at reasonable notice to advise the client and its representatives on all health and safety matters as appropriate to the project.  |
| 2. | To comply with all the duties of a Principal Designer described in the HSE Legal (L) Series ‘Managing Health and Safety Construction (Design and Management) Regulations’ 2015 (L153) [as amended from time to time]. |
| 3. | The Principal Designer will coordinate design work, planning and other preparation duties prior to and during the construction phase including involvement with any variations that are relevant to Health and Safety. The Principal Designer will advise without delay of any information that is not presented to the Principal Designer by the appointed Contractors and designers having had a reasonable time to collate such information. |
| 4. | Identify and eliminate or control, so far as is reasonably practical foreseeable risks to the health and safety of any person who is:* 1. Carrying out or liable to be affected by the construction works.
	2. Maintaining, managing or cleaning a structure, or
	3. Using a structure designed as a workplace.
 |
| 5. | Ensure all designers comply with their duties in Regulation 9. |
| 6. | Cooperate with and ensure that all persons working in relation to the pre-construction phase cooperate with the Client, the designer, the Principal Designer, The Principal Contractor (if appointed) and each other. |
| 7. | The Principal Designer will research, identify and then collect all of the pre-construction documentation and information required by Regulation 4(4) for the safe design and construction of the project. The Principal Designer will advise the client if further surveys and or other work needs commissioning to inform on any missing information required for the safe execution of the project. |
| 8. | To attend project team design meetings from project inception and comment on the design and the brief to ensure compliance with design and health and safety regulations. Visit the site before attendance at the first meeting and attend site thereafter on a quarterly basis.  |
| 9. | Liaise with the Principal Contractor for the duration of the Principal Designer’s appointment and share with the Principal Contractor information relevant to the planning, management and monitoring of the construction phase and the coordination of health and safety matters during the construction phase. |
| 10. | Assist the Principal Contractor in preparing the construction phase plan by providing to the Principal Contractor all information the Principal Designer holds and which is relevant to the construction phase plan including pre construction information obtained from the Client and any information obtained from designers under Regulation 9(3)(b). |
| 11. | To prepare an initial health and safety file for the project during the pre-construction phase, which:* Complies with the requirements of Regulation 12(5).
* Is reviewed and revised from time to time as appropriate to incorporate any relevant new information in line with Regulation 12(6)
* Is kept available for inspection by any person who may need it to comply with the relevant legal requirements.
* Checked and passed to client at Practical Completion.
 |
| 12. | Take into account the general principles of prevention and where relevant, the content of any construction phase plan and any health and safety file when:* 1. Design, technical and organisational aspects are being decided in order to plan the various items or stages of work which are to take place simultaneously or in succession, and
	2. Estimating the period of time required to complete such work or work stages.
 |
| 13. | Report to the Client anything the Principal Designer is aware of in relation to the project which is likely to endanger their own health and safety or that of others.  |

**Health and Safety Adviser (H&SA)**

|  |  |
| --- | --- |
|  | **Description of Services** |
| 1. | Provide suitable and sufficient safety advice on duties required under the CDM Regulations 2015 [as amended from time to time] that the client and its representatives need to comply with. The H&SA will advise the client of any proposed changes in legislation to health and safety that will affect design, materials or construction methods for projects on site or proposed pipeline projects. |
| 2. | Advise the client and their representatives on making suitable arrangements to:* Ensure construction work can be carried out, so far as reasonably practicable, without risks to the health or safety of any persons affected by the project. Regulation 4 (2)(a).
* Ensure facilities required by schedule 2 of the CDM Regulations 2015 are provided in respect of any person carrying out construction work. Regulation 4(2)(b).
* Ensure the project management arrangements are maintained and reviewed throughout the project. Regulation 4(3).
 |
| 3. | Check and inform the client on the competency of its chosen designers and Contractors for a project or series of projects and produce written reports and updates on competency. |
| 4. | Check and ensure that adequate arrangements are in place for successfully and safely managing the projects from inception to completion, this should be reviewed regularly throughout the duration of the project. Provide post completion KPI information. |
| 5. | On behalf of the client, notify the HSE about the project as required by the legislation and in line with Regulation 6.  |
| 6. | The H&SA will provide an information template to all involved in the design of the project and to every Contractor including the Principal Contractor that has been or may be appointed by the client. They will also request pre construction design and competence information that will be or could be relevant to each role involved in the project [including tender documentation].  |
| 7. | The H&SA will at the start of any project and at all pre-start contract meetings advise the client representatives and Principal Contractor of their obligations to the project under the CDM Regulation 2015. The Principal Designer will confirm these obligations have or have not been complied with and where on occasion they have not the H&SA will advise the client and Principal Contractor of the immediate action they must take to address any such shortfalls prior to start on site.  |
| 8. | The H&SA will manage the flow of health and safety information between the ICN Client and other involved Clients, Designers and Contractors.  |
| 9. | The H&SA will advise the Client on the suitability of the construction phase plan and the proposals and arrangements for suitable welfare facilities to be on site from the start of the project construction phase. Undertake a site visit within 2 weeks of start on site to ensure site set up is in line with regulations and as described in the pre-construction information provided and agreed by the Contractor. |
| 10. | The H&SA will check [in conjunction with the Contractor and PD] the health and safety file to be used post handover by the end user. This file should be in a format agreed with the client. The H&SA is to check and sign off the final information provided and keep a separate copy.  |
| 11. | The H&SA will be required from time to time to assist in providing detailed information on the performance of framework Contractors to enable good health and safety KPI information to be collated by ICN and for continuous improvement in health and safety performance both on site and post handover [use by resident/landlord management]. |
| 12. | The H&SA will be required to attend site meetings as required or requested by the client. For pricing purposes, assume four meetings and production of H&S reports following each visit.  |
| 13. | The H&SA will advise the Contractor and lead Consultant immediately of any shortfalls in safety that are seen or reported on project sites.  |
| 14. | Ensure that the PD prepares an initial health and safety file for the project during the pre-construction phase to meet their obligations. Issues such as access, site information and location of services to be included. |
| 15. | Confirm that pre-construction H&S information has been provided and is suitable/sufficient. |
| 16. | Check and advise the Client that the PD complies with any other Principal Designer duties in the Regulations and the Principal Contractor complies with any other Principal Contractor duties in the Regulations.  |
| 17. | Ensure from project inception the PD and Principal Contractor roles are clearly allocated within the project team and those allocated have the organisational capability and resources necessary to fulfill the role they are appointed to undertake. Ensure they are appointed in writing by the Client. |

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.

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

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