**(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 C4a (West/East)** – Architectural Services |
| **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:**Stage 1**

|  |
| --- |
| 1. 70% upon validation of a planning application
 |
| 1. 20% upon receipt of full / outline / reserved matters

 planning approval decision notice |
| 1. 10% upon discharge of all pre commencement planning

 conditions (or if Outline then due at planning approval stage)**Stage 2**Stage payments appropriate to the nature of the project to beagreed before commencement of works. |

  |
| **Reimbursable Expenses:** | Reimbursable expenses etc. (Claus 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 C4a ARCHITECTURAL SERVICES**

**Specific Requirements**

Please note that the services outlined below broadly correspond to the RIBA work stages as follows:

Stage One covers stages 0-4

Stage Two covers stages 5-7

Contracts will be drafted generally on a Design & Build basis, but other forms of contract may apply, e.g. JCT Minor Works,

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.

The appointed practice shall demonstrate reasonable skill and care as is expected of a person deemed competent to undertake the role. The Architect will provide all of, but not be limited to, the following services:

**Stage One – Pre Construction Phase Services (without Planning Consultant)**

|  | **Description of Services** |
| --- | --- |
| 1. | Produce sketch proposals from initial site visit/brief; survey of the property/site; brief check of dimensions and visible constraints only to assess feasibility of the project. Agree potential numbers and sizes of units. |
| 2. | Advise on the appointment of other consultants as necessary. Discuss and agree the extent of Dimensional, Topographic, Structural, Environmental and other Specialist Surveys and obtain quotes for the above. Instruct and liaise with the surveyors once approved by the Client.  |
| 3. | Procure Digital Ordnance Survey Plans and overlay with gas, electric, water, drainage, digital, fibre optic, drainage and highway adoption information from statutory undertakers. Produce a constraints plan and mitigation strategy, as required.  |
| 4. | Carry out a comparison of site boundaries on the proposed layout with the red edged legal plan and advise on any discrepancies. |
| 5. | Using the Employer’s Requirements and [Quality](http://www.greatplaces.org.uk/About%20Us/Our%20developments/Documents/Quality_Design_2015_web.pdf) Design Guide, work with the Client to agree scheme aspirations and objectives. Record outcomes in the Client briefing documents. |
| 6. | Produce outline proposals with alternative options and narrative to explain the different plans. The use of standardised ICN house types should be maximised; subject to client requirements. Option drawings to include sufficient annotation to allow the production of feasibility estimates. |
| 7. | Agree the most effective strategy for achieving the Employer’s Requirements, paying specific attention to energy use, overheating, ventilation, daylighting and sound insulation under Building Regulations as a minimum, as determined by the scheme brief. Consideration made to efficiency of layout to reduce costs and maximise density. |
| 8. | Undertake and use outcomes from the detailed Building for Life 12 assessment and provide a copy of the assessment to the client.  |
| 9. | Undertake “Designer’s Duties” as defined in the Construction (Design and Management) Regulations 2015; advise the Client on matters or obligations that arise under the regulations from the Architectural design work.  |
| 10. | Review alternative design and construction approaches with the Client team and regularly review the design evolution as it is being developed. Liaise with all statutory bodies and the Client’s Fire Safety Consultant to reach an agreed position on the most appropriate design and cost solution for the site. |
| 11. | Prepare a stakeholder consultation strategy to meet the needs and aspirations of the local community, local councillors and the Local Planning Authority. Attend and summarise feedback from stakeholder liaison meetings to discuss the scheme proposals, as required.  |
| 12. | Prepare for and attend pre-planning application meetings with the Local Planning Authority. Review all consultation and re-application feedback and ensure changes are incorporated into the scheme as agreed with the Project Team. |
| 13. | Produce all relevant Architectural planning drawings in electronic format for wider distribution to the Project Team. Hard copies to be provided on request.  |
| 14. | Prepare 3 dimensional, coloured Computer Generated Images, capable of adequately describing the nature of the scheme in terms of size, character, spatial arrangements, materials and appearance for Client review. |
| 15. | Prepare a Design and Access Statement for submission with the planning application. |
| 16. | Drawings should be suitably annotated to enable a detailed budget estimate to be prepared. |
| 17. | Submit the planning application inclusive of the relevant validation requirements (planning fee to be paid by the client). Work proactively with the project team and Local Planning Authority to achieve a successful planning process, seeking to receive planning approval with minimum planning conditions attached. As part of this process, the architect will:* Liaise with Planning Officers to ensure that the application is validated promptly.
* Liaise with Planning Officers regularly by phone, e-mail and face to face to review progress and identify any matters of concern in respect of the planning application.
* Closely monitor the planning application and highlight any issues raised within statutory / consultation responses that are submitted.
* Co-ordinate and / or prepare responses to issues raised by statutory / consultation responses.
* Review and comment upon draft planning conditions and ensure that they are acceptable to the Client.
* Any required technical responses will be dealt with by the relevant technical consultant appointed as part of the project team. Liaison with the wider project team is expected to achieve an acceptable resolution.
* Attend Planning Committee to speak for the application.
* Chase release of planning decision notice following Planning Committee.
 |
| 18. | Undertake all necessary measures to discharge all architectural pre-commencement planning conditions and coordinate specialist information as required to discharge all other pre-commencement planning conditions to facilitate a compliant start on site. The end of the commission will be signalled by full sign off of all pre-commencement planning conditions relating to the site. |
| 19. | Prepare any additional construction detail drawings required to enable the Client to undertake a construction tender process, if required, including a maximum of 3 non-standard architectural details.  |
| 20. | Discuss and agree with the Client team a forward programme of information to enable post contract detailed design work to align with the anticipated programme of works.  |
| 21. | Prepare images for use in sales and marketing brochures, and liaise with the Sales team to determine the brief, as required.  |
| 22. | Produce a red line estate plan and individual plot plans for Land Registry/conveyancing purposes.  |

**Stage One – Pre Construction Phase Services (with Planning Consultant)**

|  |  |
| --- | --- |
|  | Description of Services |
| 1-16 | Services to be as per Stage One – Pre Construction Phase Services (without Planning Consultant). |
| 17. | Work proactively with the project team and Local Planning Authority throughout the planning process to achieve a successful planning outcome, seeking to receive planning approval with minimum planning conditions attached. Attend Planning Committee. |
| 18. | Undertake all necessary measures to discharge all architectural pre-commencement planning conditions in conjunction with the Planning Consultant. |

**Stage two – Construction Phase Services**

NB. Typically, the Client requires the Principal Contractor to engage an Architect to provide the following services.

The Client may decide to novate the Architect to the Principal Contractor and in this instance the Stage 2 services may be re-negotiated directly between the Architect and the Principal Contractor.

|  | **Description of Services** |
| --- | --- |
| 1. | Advise at the outset a design programme for the construction phase that includes all design activities and transfer of information between parties.  |
| 2. | Ensure that there is full and proper coordination of all elements of design, including but not limited to Architectural, Structural and M&E elements. |
| 3. | Produce all necessary architectural Building Regulation drawings, liaise with all relevant parties and coordinate specialist information where required.  |
| 4. | Submit the Building Regulation application (fees to be paid by others). Negotiate any technicalities, review any resulting production information and manage the relevant stakeholders to achieve a timely resolution. Any waivers/relaxations are to be agreed in writing with Building Control and shared with the client. |
| 5. | Provide SAP calculations in-house or via an external sub-consultant.  |
| 6. | Produce all necessary architectural drawings and construction details as required by the Principal Contractor and liaise with other consultants (e.g. Structural Engineer) to advise upon and determine the required details. This should include non-standard architectural details including external works, landscaping and levels, showing the full extent of the works and boundary treatments. |
| 7. | Monitor alignment with the Employer’s Requirements and Design Guide and inform the Client of any areas of non-compliance / any elements likely to materially affect the cost of the Works, as a duty of care. |
| 8. | Visit site on a regular basis (including attendance at site meetings as required) to assess whether works are achieving the required standards, ensure additional details are provided, resolve any design issues and advise on materials and site works as required. Maintain on going communication with the site team with reference to adherence to Employer’s Requirements, Building Regulations and approved planning drawings.  |
| 9. | Provide a monthly planning tracker to document discharge of all planning conditions and any corresponding communication with the Local Planning Authority relating to this. Advise of any risks associated with condition discharge and the risk impact on the project.  |
| 10. | Advise on selection of components and materials.  |
| 11. | Undertake ‘Designer’s Duties’ as defined in the Construction Design and Management Regulations 2015; advise the Client on matters or obligations that arise under the regulations from the Architectural design work. |
| 12. | Provide a full suite of ‘As Built’ drawings. Provide all available architectural information and drawings to the Principal Designer/Health and Safety Advisor to prepare an ‘As Built’ Health and Safety Manual. This includes information on specified architectural materials and their long term operation and maintenance. |

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**