**(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 C6 (West/East)** – Purchaser’s Agent 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 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 12.3.2). |
| **Fee Payment Schedule** | The Fee Payment Schedule is as follows:  i. 25% at exchange of contracts  ii. 65% at quarterly instalments throughout the contract period (Start on Site to Practical Completion)  iii. 10% at Final Account/Statement |
| **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.]

****

**SERVICE BRIEF – LOT C6 PURCHASER’S AGENT SERVICES**

**Specific Requirements**

The project specific services required, which are in addition to the overarching ICN Framework terms and general terms as stated, include:-

You will be required to perform all duties usually performed by the Purchaser’s Agent in relation to works of this nature under an Agreement for Development and Sale to the Client’s reasonable satisfaction. In particular you shall use reasonable endeavours to ensure progress of the works are maintained to the agreed critical path programme and report to the Client regularly in accordance with all required reporting templates.

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.

You will perform your role so as to comply with your duties under the Construction (Design & Management) Regulations 2015, or any replacement legislation, including the requirements of any relevant planning, Building Regulations, NHBC or other consent, approval or authority as deemed necessary for the project.

The Purchaser’s Agent is expected to have understanding and knowledge of the 2012 Construction Commitments in order that the Client can meet its commitments and objectives. This includes an expectation of active contribution to the creation and completion of Contract Management Plans.

**Pre-Contract Services**

|  |  |
| --- | --- |
|  | **Description of Services** |
| 1. | Obtain the brief from the Client [Purchaser] to define the project works and objectives, reports obtained, timeframes and all scheme specific information [e.g. Section 106 provision, tenure mix, affordability, alternative procurement offer and the like]. Provide advice to the client as may be necessary in respect of agreement of commercial clauses in the Development Agreement. |
| 2. | Review the Developer’s priced specification and provide the Purchaser with a detailed report highlighting any variances between the Developer’s proposals and the current ICN Employer’s Requirements and/or relevant client specification and standards which require prior agreement by the Purchaser. |
| 3. | Agree with the Purchaser and Developer the programme of works together with key dates and calculations of the agreed amounts due for stage payments up to handover and completion. |
| 4. | Agree with the Developer any variations due to client specific requirements including checking and verification of any costs associated and report to the Purchaser. |
| 5. | Record decisions at meetings and distribute meeting minutes and actions within 7 working days. |
| 6. | Prepare a Value for Money Report and recommendations; evaluate the agreed purchase sum/price ensuring that any funding requirements and conditions and purchaser specific requirements are satisfied and value for money is obtained. The report is to also include as a minimum:-   1. A desktop review of all scheme information provided and available; agreed variances between the Developer’s specification and Purchaser’s current specification and required standards, a risk/register and mitigation strategy, recommendations and summary of any actions required. The report should clearly identify any risks that remain with or have been accepted by the Purchaser. 2. Identify any other matters or specifics that the Developer is to comply with under the agreement. |
| 7. | Ensure the Developer has achieved planning permission (including relevant discharge of conditions and provision of written evidence of such) and has submitted for Building Regulations, NHBC [or similar acceptable building warranty], Section Agreements and any other required statutory approvals prior to commencement of works. |
| 8. | Confirm with the Purchaser that all contract documentation, title transfers and Development Agreements are in place prior to commencement of works. |

**Post-Contract Services**

|  |  |
| --- | --- |
|  | **Description of Services** |
| 1. | To visit the site at regular intervals (monthly as a minimum or as otherwise agreed with the Purchaser) and carry out a visual inspection of the works; determine they are being executed generally in accordance with all documentation and the accepted programme. |
| 2. | Prepare and issue to the Purchaser a regular progress report (frequency to be agreed with the Client) tracking the formal discharge of Planning Conditions, and compliance with all other matters that the Developer is to comply with under the agreement with the Purchaser. The report should also include commentary on progress versus programme, current financial position, information required from the Purchaser, and any other matters materially affecting progress or likely to delay completion of the works together with mitigation measures by the Developer. |
| 3. | Record decisions at meetings and distribute meeting minutes and actions within 7 working days. |
| 4. | Issue by and on behalf of the Purchaser any instructions to the Developer in written format, agree variation costs and any programme impact. |
| 5. | Prepare and issue required notices to certify all Stage or Periodic Payments. Report on due and final dates for payments; verify that stage payments have been calculated correctly and construction milestones have been achieved prior to certification. |
| 6. | Coordinate with the Purchaser any client sample choices or other selections required in due time having regard to decision dates agreed with Developer. |
| 7. | Liaise with the Purchaser to agree standards required for handover in terms of setting a benchmark quality for snagging. |
| 8. | Check the Developer complies with all notice periods as stated in the agreement and provides required notification of handover dates to the Purchaser (i.e. 28 day notice of programmed NHBC/LABC certification dates). |
| 9. | Undertake handover inspections and certify handovers. Prepare and issue signed handover checklists for each property to highlight any outstanding snagging works as well as checking and recording of keys and meter readings |
| 10. | Obtain and check from the Developer all test / safety certificates as required, including inspection certificates for works to be adopted by others, and inform the Purchaser of actions and activities required from the Developer. Check the Developer has issued and provided a Home User Guide to each property in accordance with the Purchaser’s requirements. Check that all information has been uploaded electronically by the Developer to the Purchaser’s Information Management System. |
| 11. | Obtain from the Developer, check and forward to the Purchaser all information packs, maintenance documents, product warranties and guarantees, as-built drawings, NHBC warranty [or similar] and all information as required for the Health & Safety File / Building Manual. Check that all handover information has been submitted in the required format to the Client. |
| 12. | Investigate and provide advice to the Purchaser with regard to any failure by the Developer to rectify defects during the agreed contractual Defects Liability Period. |
| 13. | Undertake such inspections as become necessary at end of defects liability period in conjunction with the Purchaser’s representative and Developer. Collate, prepare and issue a schedule of defects to the Developer and monitor completion of defect works. |
| 14. | Issue the Notice of Completion of Making Good (as defined in the Sale Agreement) and certify the final valuation. Agree the final account where applicable. |
| 15. | Collect and provide to the Purchaser all information required in respect of ICN key performance indicators (KPI’s). |

This appointment is being executed as a deed. Documentation and guidance relating to matters arising from the Development Agreement 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**