**(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 C8 (West/East)** – Planning Consultancy |
| **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.            70% upon validation of a planning application | | ii.            20% upon receipt of full / outline / reserved matters  planning approval decision notice | | iii.            10% upon discharge of all pre commencement planning  conditions (or if Outline then due at planning approval stage) | |
| **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.]



**SCHEDULE OF SERVICES – LOT C8 PLANNING CONSULTANT**

**Specific Requirements**

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

To co-ordinate the submission of the planning application and discharge of planning conditions process;

Have an extensive understanding of residential planning applications of varying scale and complexity including the requirements of Registered Providers in new homes. As well as having a strong local knowledge of planning committees, lead members and strong contacts within the LPA; and

Have understanding and knowledge of the planning policy and system. Additional knowledge of Greater Manchester, South Yorkshire, Lancashire and other areas of the North West and North East would be a distinct advantage.

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.

**Full Planning Application**

|  |  |
| --- | --- |
|  | Description of Services |
| 1. | Initial Project Design Meeting(s) with the client and other relevant parties to discuss the scheme proposals and provide advice and guidance on strategy, scope and design. |
| 2. | An independent Site Visit to understand the context and advise of any additional constraints or opportunities which have yet to be discussed. |
| 3. | To review the Validation Requirements for full application for the Local Authority and provide guidance on supporting documents required for the planning permission. |
| 4. | Preparation for and attendance at meetings with the relevant planning authority to discuss the application (includes formal pre-application meetings and/or other informal meetings). To include contact and negotiation outside of formal meetings. |
| 5. | Review and comment on proposed layouts and supporting technical documents. |
| 6. | Prepare for and attend pre-planning application meetings with the Local Planning Authority. Review all consultation and pre-application feedback and ensure changes are incorporated into the scheme as agreed with the Project Team. |
| 7. | Preparation of a Planning Statement and Affordable Housing Statement to support the planning application. |
| 8. | Input into the Design and Access Statement, in conjunction with the Architect. |
| 9. | Attendance at Project Design Meetings anticipated being one a month for the lead up to planning. |
| 10. | Prepare for and attend Public Consultation event(s). |
| 11. | Preparation and Submission of the Planning Application through the Planning Portal including forms and notices. Ensure prompt validation of the Planning Application. |
| 12. | Management of the Planning Application including liaison and negotiation where required with planning officer, responses to any comments from consultees/members of the public and supporting discussions regarding S106, CIL, Unilateral Undertaking or any other matter arising as part of the application. Maintain contact with the planning officer through the application. |
| 13. | Review of Planning Conditions prior to the determination of the application and discuss with the client and any other relevant consultants and/or contractors in order to agree the client’s position. Negotiate required amendments with the LPA. |
| 14. | Attendance at Planning Committee and to speak if required. Ensure prompt issue of decision notice. |
| 15. | Preparation of conditions tracker and ongoing management of pre-start conditions. |
| 16. | Work with the client and the client’s contractor in the submission and discharge of all necessary Discharge of Conditions Applications for all pre-start conditions and other relevant conditions to be discharged prior to start on site. Ensure prompt discharge. |

**Outline Planning Application**

|  |  |
| --- | --- |
|  | Description of Services |
| 1. | Initial Project Design Meeting(s) with the client and other relevant parties to discuss the scheme proposals and provide advice and guidance on strategy, scope and design. |
| 2. | An independent Site Visit to understand the context and advise of any additional constraints or opportunities which have yet to be discussed. |
| 3. | To review the Validation Requirements for outline application for the Local Authority and provide guidance on supporting documents required for the planning permission. |
| 4. | Preparation for and attendance at meetings with the relevant planning authority to discuss the application (includes formal pre-application meetings and/or other informal meetings). To include contact and negotiation outside of formal meetings. |
| 5. | Review and comment on proposed layout and supporting technical documents. |
| 6. | Prepare for and attend pre-planning application meetings with the Local Planning Authority. Review all consultation and pre-application feedback and ensure changes are incorporated into the scheme as agreed with the Project Team. |
| 7. | Preparation of a Planning Statement to support the planning application. |
| 8. | Input into the Design and Access Statement in conjunction with the Architect. |
| 9. | Attendance at Project Design Meetings anticipated being one a month for the lead up to planning. |
| 10. | Prepare for and attend Public Consultation event(s). |
| 11. | Preparation and Submission of the Planning Application through the Planning Portal including the forms and notices. Ensure prompt validation of the Planning Application. |
| 12. | Management of the Planning Application including liaison and negotiation where required with planning officer, responses to any comments from consultees/members of the public and supporting discussions regarding S106, CIL, Unilateral Undertaking or any other matter arising as part of the application. |
| 13. | Review of Planning Conditions prior to the determination of the application and discussions with the client and any other relevant consultants and/or contractors in order to agree or debate the conditions with the relevant planning authority. |
| 14. | Attendance and where necessary speak at Planning Committee. Ensure prompt issue of decision notice. |

**Reserved Matters Planning Application**

|  |  |
| --- | --- |
|  | Description of Services |
| 1. | Initial Project Team Meeting(s) with the client and other relevant parties to discuss the scheme proposals and provide advice and guidance on strategy, scope and design. |
| 2. | An independent Site Visit to understand the context and advise of any additional constraints or opportunities which have yet to be discussed. |
| 3. | To review the matters for which permission is to be applied, and provide guidance on necessary supporting documents. |
| 4. | Preparation for and attendance at meetings with the relevant planning authority to discuss the application (includes formal pre-application meetings and/or other informal meetings). To include contact and negotiation outside of formal meetings. |
| 5. | Review and comment on proposed layout and supporting technical documents. |
| 6. | Prepare for and attend pre-planning application meetings with the Local Planning Authority. Review all consultation and pre-application feedback and ensure changes are incorporated into the scheme as agreed with the Project Team. |
| 7. | Review and comment on any plans/statements/supporting information relating to the matters for which approval is sought. |
| 8. | Preparation of a supporting statement(s) to support the planning application where necessary. |
| 9. | Attendance at Project Design Meetings anticipated being one a month for the lead up to planning. |
| 10. | Prepare for and attend Public Consultation event(s). |
| 11. | Preparation and Submission of the Planning Application through the Planning Portal including the forms and notices. Ensure prompt validation of the Planning Application. |
| 12. | Management of the Planning Application including liaison and negotiation where required with planning officer, responses to any comments from consultees/members of the public and supporting discussions regarding S106, CIL, Unilateral Undertaking or any other matter arising as part of the application. |
| 13. | Attendance and where necessary speak at Planning Committee. Ensure prompt issue of decision notice. |
| 14. | Preparation of conditions tracker and on going management of pre starts conditions. |
| 15. | Work with the client’s contractor in the submission and discharge of all necessary Discharge of Conditions Applications for all pre-start conditions. Ensure prompt discharge. |

The client will be responsible for

* Pre Application Fees
* Planning Application Fess
* Environmental Impact Assessment fees
* All survey fees

Fees for appeal to be negotiated as and when required based on specific requirements.

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**