



## **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. 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 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.

### **Pre-Contract Services**

	<b>Description of Services</b>
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 / Purchase Contract.
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: - i) 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. ii) 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 / Purchase Contracts are in place prior to commencement of works.

### **Post-Contract Services**

	<b>Description of Services</b>
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 dates 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 regarding any failure by the Developer to rectify defects during the agreed contractual Defects Liability Period. If direct rectification of defects is required by the Client, assess, and advise on third party Contractor costs to safeguard value for money.
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 / Purchase Contract may be sought for the full term of the deed.