**(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 entered into by Great Places Housing Group Limited and you dated [DATE] (the **Framework Agreement**) 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][[1]](#footnote-1) set out in the Framework Agreement.

Yours faithfully

[ ] (company number [ ]) [of] [whose registered office is at………….] and e-mail address [ ] (the **Client**)

|  |
| --- |
| **EXECUTED** as a **DEED** by **the Client**  |
| Executed **AS A DEED** by affixing the )common seal of [ ] )in the presence of: )Director:Director/Secretary: |
|  |

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 Lot;** | **Lot C5 (West/East)** – Clerk of Works |
| **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.* |
| **Level of Employers’ Liability Insurance Required:** | As per minimum limit of indemnity as set out in the Framework Agreement:[£10,000,000 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.* |
| **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 or in aggregate]. *If wording on insurance documents is any different than above, you will be advised at call off and it will need including here.* |
| **Level of Public Liability Insurance:** | 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 the 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:i.           10% upon completion of design stage servicesii.          85% at quarterly instalments throughout the contract periodiii.         5% upon completion of post handover services  |
| **Reimbursable Expenses:** | Reimbursable expenses etc. (Clause 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 – [ ]M&E Engineer - [ ]Retrofit Consultant - [ ] |
| **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.]

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

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

1. Delete if no amendments to the Appointment Terms are being made. [↑](#footnote-ref-1)