

YOUR REF: Stoke Orchard
DATE: 20th October 2025

CONTACT: Jo Noakes
EMAIL: Joanne.noakes@platformhg.com

Neil Hague
Derek Evans Partnership
5 Pendeford Business Park
Sidestrand
Pendeford
Wolverhampton
WV9 5HD

Dear Neil

Stoke Orchard Tewkesbury – S106 affordable scheme

The Association wishes to appoint you as Employer's Agent in connection with the above development. The appointment is for services outlined below for a fee of £24,174 inc VAT + vat as per your tender submission (15th September 2025). **PLEASE QUOTE PURCHASE ORDER PL1199309 on all invoices.**

This fee will include all travelling, disbursements and printing costs, but exclude VAT. Please note that the Association will not pay fees until the construction contract has been completed. However, should the project prove abortive, through no fault of your own then fees will be negotiated that represents a fair and reasonable value for the work carried out up to a maximum of 15%.

The basis of the building contract with the successful contractor will be a JCT appropriate form of contract with Contractor's Design' as amended as appropriate in line with the Employers Requirements.

We would expect you to submit fees on the following basis:

- 15% upon conditional exchange of Contracts
- 20% at Golden Brick Stage
- 50% at monthly intervals during the construction period*
- 10% upon practical completion of the dwellings*
- 5% at agreement of final account and issue of the final defects certificate.*

*For the avoidance of doubt payments will only be made following formal exchange of contracts.

Please note that charges for additional costs incurred by the Employer's Agent will not be paid unless due to exceptional circumstances and subject to prior agreement by the Employer.



The role of the Employer's Agent and the services for which you are to be commissioned are as follows:

Pre Contract Services

- 1 Employer's Brief and Feasibility Studies
 - 1.1 Advise on development programme
 - 1.2 Attend monthly design/progress meetings from date of appointment or as required
 - 1.3 If required, undertake HQI and Design and Quality assessments or other prevailing standards where appropriate
- 2 Employer's Requirements
 - 2.1 Employer's Requirements document under the Employer's direction forming the basis of the building contract
 - 2.2 Ensure all relevant information is logged
- 3 Tender Procurement
 - 3.1 Provide value for money statement
 - 3.2 Undertake value engineering exercise (if appropriate)
- 4 Contracts
 - 4.1 Prepare contract documents for signing by Employer and Contractor
 - 4.2 Finalise and agree programme of works
- 5 Due Diligence
 - 5.1 Review and provide a detailed report on pre-planning due diligence for Outline and Reserved Matters planning applications; including but not limited to planning obligations, conditions and contributions
 - 5.2 Provide and maintain a project risk register
- 6 Pre Contract Meetings
 - 6.1 Organise and chair pre contract meetings
 - 6.2 Complete HQI and DQS assessment or other prevailing standards (if required)

Post Contract Services

- 1 Administering Contract



- 1.1 Checking Insurance Requirements/Provisions
- 1.2 Ensure collateral warranties, section agreements, wayleaves, etc are provided in a timely manner and are in accordance with contract requirements.
- 1.3 Issue instructions over defective works or materials
- 1.4 Determine disputes arising regarding disturbance, additional cost, late completion etc.
- 1.5 Advise on interpretation and operation of contract
- 1.6 Management of monthly site meetings and issue of minutes. (All site meeting minutes are to be promulgated within four working days of the meeting.)
- 1.7 Record all key activities throughout the project.

2 Quality Control

- 2.1 Review contract drawings for compliance with contract documents
- 2.2 Site visits to monitor construction performance on an average basis of one visit per week or otherwise agreed with Fortis, with detailed inspections at critical stages of the works
- 2.3 Inspection of the works over conformity with the contract

3. Fire Safety Regulations Compliance

- 3.1 Liaise with Platform's compliance team and appointed fire scrutineer to ensure that a compliant fire strategy is produced by the contractor and implemented in accordance with Platform's Fire Safety Precautions.

4 Progress Report

- 4.1 Issue monthly progress report. (All site meeting minutes are to be promulgated within four working days of the meeting.)
- 4.2 Monitor progress against contract programme
- 4.3 Liaise with contractor to mitigate any delays
- 4.4 Provide photographic evidence of site progress
- 4.5 Produce and monitor planning condition tracker and to provide evidence of discharged conditions. Ensure all pre-commencement and pre-occupation conditions are discharged prior to relevant stage.

5. Payments

- 5.1 Site visit to determine works executed satisfactorily
- 5.2. Issue payment certificates in accordance with contract in a timely manner
- 5.3 Advise on none payment of works not in accordance with contract
- 5.4 Release of retention payments in accordance with contract conditions
- 5.5 Prepared monthly cost reports detailing anticipated changes of the final account and updated cash-flow forecast



- 5.6 Prepare and agree final account
- 6. Change Orders
 - 6.1 Issue employers change orders, after agreement with employer
 - 6.2 Agreement of costs associated with change orders
 - 6.3 Agreement of cost associated with any disruption
 - 6.4 You will be responsible for advising the Association immediately upon the issuing of any instructions/change orders, which should be priced. You should ensure that you liaise closely over cost control and you should not issue an instruction likely to cause the project budget to be exceeded.
- 7. Completion
 - 7.1 Snag units to set 'Benchmark' in conjunction with the Project Manager Platform Housing limited.
 - 7.2 Carry out back snagging of every property prior to handover
 - 7.3 Inspection of works on handover in conjunction with Employer
 - 7.4 Issue snagging lists
 - 7.5 Undertake comprehensive check of all handover documentation and ensure all keys are checked and clearly tagged.
 - 7.6 End of defects period inspections
 - 7.7 Co-ordination of transfer of information [manuals etc] in an appropriate electronic format
 - 7.8 Issue of necessary certificates in a timely manner
 - 7.9 Receipt of as built drawings and operating manuals from main contractor for presentation to employer.
 - 7.10 Liaise with contractor in defects period, reporting defects identified by the employer

Project Timetable

Under normal circumstances it is essential that the development timetable is kept to a minimum, although funding constraints can sometimes dictate otherwise. The current timetable is as follows:-

Start on Site - scheme has already commenced on site
 Golden Brick – phases 1-7 commencing October 2025
 Practical Completion - phases 1-7, commencing February 2026 – April 2028

I would appreciate it if you could confirm whether this is acceptable to you. To the extent that it is within your power to do so, you should use reasonable skill and care to achieve the timetable agreed, and the Association should be advised as early as possible of any unavoidable delays which are likely to occur.



Design

The Association's standard design brief should serve as instructions, except where modified by the Association in consultation with you. Neither of these shall limit your duty to advise and co-ordinate conflict between its instructions and your own professional judgement. The design of the scheme should comply with the Homes England, Design and Quality Standards (except where explicitly stated otherwise) and any variations thereto should be notified to the Association for prior approval.

Other Consultants

No additional technical consultants may be appointed for the project without prior consultation, and approval from the Association. Should you feel that it is necessary for the Association to consider the appointment of any additional consultants, then the Association requests you're clear, written recommendations setting out the precise nature and extent of service required.

Professional Indemnity Insurance

You shall effect and maintain with reputable and established insurers firstly third party liability cover in the sum of at least £5,000,000 for any one occurrence or series of occurrence arising out of any event.

Secondly cover in compliance with the Employers Liability (Compulsory Insurance) Act 1969 with effect from the date of commencement of the services until completion of the services.

Thirdly professional indemnity insurance in the sum of £5,000,000 for any one occurrence or series of occurrences arising out of any one event without unusual or onerous conditions or excesses with effect from the date of commencement of the services and for a period expiring no earlier than twelve years from the date of practical completion of the whole project as defined in the contract provided that such insurance remains generally available to organisations of equivalent size and type to you at commercially reasonable rates.

You should provide a copy of your Professional Indemnity Insurance to the Association on an annual basis.

CDM Regulations (2015)

A separate appointment to the position of Principal Designer will be made and this will be advised to you shortly. You shall comply with the CDM Regulations (2015) and the Approved Code of Practice published by the Health and Safety Executive in so far as they relate to your role as Employers Agent.

No such compliance or fulfilment shall give rise to any claim for additional payment or additional time or otherwise. You shall provide to the Planning Supervisor such information as it may



reasonably require at any time but you shall not act on any instruction or recommendation issued by the Planning Supervisor unless the same shall have been confirmed in writing by us.

Skill and Care

You warrant that you have exercised and will continue to exercise in the performance of your duties such skill and care as may be expected of a properly qualified and competent Employer's Agent experienced in carrying out work of a similar size, scope and complexity to the Project.

Termination and Suspension

We may at any time terminate your appointment or may bring to an end any part or parts of this appointment by giving notice to you in writing. In the event of our doing so you shall be entitled to payment of such proportion of the Fee as represents the fair and reasonable value of the Services carried out up to the date of such termination. We reserve the right to deduct from any such sums the amount of any claim we may have in respect of any breach of or failure by you.

Period of Liability

No action or proceedings for any breach of this Agreement shall be commenced against the Employer's Agent after the expiry of 12 years from the date of practical completion of the Premises under the Building Contract.

English Law

The construction validity and performance of this agreement shall be governed by English Law and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.

Other Interests

It is a condition of this appointment that you declare to the Association any interest of any employee or associate of your practice whether professional or pecuniary, in the land/property in question.

Please confirm in writing your acceptance of this appointment on the terms and conditions set out in this letter by signing the attached copy and returning it to me as soon as possible.

Conclusion

The Association does not deem any 'customer care' letter or similar to be an acceptance of any further duties, than those specified in this appointment letter. This letter covers the terms of your appointment and non-response to any correspondence you send to the Association, cannot be deemed as acceptance of your terms.



Yours sincerely

Platform Housing Limited

Mohammed Zahir
Director of Technology Operations

For and behalf of :

Signed *MZ* Date 22/10/25

Liz Casey
Deputy Chief Finance Officer

For and behalf of :

Signed *Liz Casey* Date 22/10/25

