

DATE 26<sup>TH</sup> NOVEMBER 2025

**(1) PLATFORM HOUSING LIMITED**

**(2) EMPLOYERS AGENT**

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**APPOINTMENT FOR EMPLOYER'S AGENT**

relating to the development at [ Land South East of 208 Coates Road, Coates]

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**PARTIES**

- (1) **PLATFORM HOUSING LIMITED** (a registered society registered under the Co-operative and Community Benefit Societies Act 2014 with registration number RS008228) whose registered office is at 1700 Solihull Parkway, Birmingham Business Park, Solihull B37 7YD ("the Employer" including permitted assignees); and
- (2) **IDENTITY CONSULT LIMITED** whose registered office is at Unit 6, Pickersgill Court, Quay West Business Village, Sunderland, SR5 2AQ]

**BACKGROUND**

A The Employer wishes to appoint the Consultant to perform the Services under the terms and conditions of this Agreement.

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement the following expression shall have the following meanings unless the context requires otherwise:

**Agreement**

this document and all Appendices and Schedules thereto;

**Beneficiary**

(a) any person that owns or acquires a freehold and/or leasehold interest (other than an individual dwelling) in the Site or any part;

(b) any person that provides finance for any part of the Development (including any person providing finance for any purchaser or tenant other than of an individual dwelling) or the purchase of the Site;

(c) any other person that the Employer advises the Consultant has an interest in the Site and/or the Development;

**Bribery Laws**

the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction;

**Business Day**

a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

**CDM Regulations**

the Construction (Design and Management) Regulations 2015 (SI 2015/51);

**Development**

the development to be carried out at the Site;

**Equality Law**

means any legal provision the Consultant must comply with including any law, statute, subordinate legislation within the meaning of section 2(1) of the Interpretation Act 1978, bye-law, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body, whether in the UK or elsewhere, with which the Consultant is bound to comply;

**Platform Housing Group Limited**  
RSH Registration No: 4789  
A Community Benefit Society No: 32739R  
and an exempt charity  
Platform Housing Limited  
RSH Registration No: 5084  
A Community Benefit Society No: 8288

**Platform Property Care Limited**  
Company No: 375555  
Platform HG Finance PLC  
Company No: 2743517  
Platform New Homes Limited  
Company No: 3761768

**Waterloo Homes Limited**  
Company No: 4169246  
Platform Housing Limited  
also uses a trading name, Platform Home  
Ownership

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and the registered office of each is:  
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Business Park, Solihull B37 7YD  
This correspondence is from Platform  
Housing Group Limited.

### Fee

the fee to be paid by the Employer as set out in Schedule 2 or as may be varied in accordance with this Agreement;

### Insolvent

a party is insolvent if:

- (a) it suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1) or 123(2) of the IA 1986;
- (b) it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that party with one or more other companies or the solvent reconstruction of that party;
- (c) it applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with its winding up (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for its solvent amalgamation with one or more other companies or its solvent reconstruction;
- (e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed over it (being a company or limited liability partnership);
- (f) the holder of a qualifying floating charge over its assets (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (g) a person becomes entitled to appoint a receiver over all or any of its assets or a receiver is appointed over all or any of its assets; or
- (h) being an individual, it is the subject of a bankruptcy petition, application or order;
- (i) a creditor or encumbrancer of it attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within ten Business Days;
- (j) any event occurs, or proceeding is taken, with respect to it in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraphs (a) to (i) above (inclusive); or
- (k) it suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

### Insured Amount

not less than £5,000,000 for any one claim;

### Material

all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Development and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Development;

**Services**  
 the employer's agent services relating to the Development set out in Schedule 1 and as instructed under this Agreement (including all services ancillary thereto);

**Site**  
 all that land at [Land South East of 208 Coates Road, Coates]

**Statutory Requirements**  
 means all legal and regulatory requirements applicable to the performance of the Services and/or the design and/or construction of the physical works comprising the Development which are current at the date or dates on which such Services are performed and/or such works are carried out (including but not limited to Acts of Parliament and subordinate instruments; orders; rules and/or regulations made thereunder, regulations and/or by-laws made by any body of competent jurisdiction in respect of which the Consultant has a legal obligation to comply, any relevant planning, building regulations or other consent, licence, approval or authority each as is in force from time to time).

1.2 In this Agreement:

- 1.2.1 any words importing the singular meaning shall include the plural and vice versa;
- 1.2.2 any word importing the masculine gender shall include the feminine and/or neuter genders and vice versa and any words importing persons shall include companies corporations and partnerships and vice versa;
- 1.2.3 the clause headings are inserted for convenience only and shall not affect the construction of this document and all references to clauses sub-clauses or Schedules are (unless otherwise expressly stated) to clauses and sub-clauses of and Schedules to this document;
- 1.2.4 save for agreed form documents, the Schedules to this Agreement are intended to be an integral part of this Agreement and references to this Agreement include references thereto;
- 1.2.5 references to statutes or statutory instruments shall be construed as including references to any modification extension amendment or re-enactment of them current at the time the relevant Services are carried out and shall include any subordinate legislation made under it and shall include any and all sub-ordinate instruments, orders, rules, regulations and bye-laws made thereunder and any guidelines issued in respect thereof;
- 1.2.6 any reference to the obtaining of an approval or instructions from the Employer shall mean an approval or instruction in writing signed by a director of the Employer or other representative of the Employer from time to time designated by it for the purpose.
- 1.2.7 where under this Agreement an act is required to be done within a specified period of days after or from a specified date the period shall begin immediately after that date;
- 1.2.8 where the Consultant comprises a firm or partnership, the liability of the proprietors of such firm or partnership shall be joint and several.

**2. APPOINTMENT**

2.1 The Consultant's appointment and therefore this Agreement are effective from the Employer's first instructions to the Consultant in respect of the Development and/or the Services. Any Services performed prior to the date of this Agreement shall be treated as having been performed under and shall be subject to the provisions of this Agreement and any payments made by the Employer to the Consultant in respect thereof shall be treated as payments on account of the Fee.

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 RSH Registration No. 478/  
 A Community Benefit Society No. 32239R  
 and an exempt charity  
**Platform Housing Limited**  
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 A Community Benefit Society No. 8208

**Platform Property Care Limited**  
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 Company No. 127431/  
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- 2.2 The Consultant shall provide the Services and any additional services as may be instructed in accordance with clause 8 in accordance with this Agreement and with any written instructions (if any) as the Employer may give to the Consultant on any matter connected with the Development.
- 2.3 The Consultant shall perform the Services in accordance with and so as to enable the Employer to fulfil its obligations under the agreements or documents or the parts of the same listed in Schedule 5 ("the Relevant Documents") and such variations to the Relevant Documents as the Employer may provide to the Consultant. The Consultant shall perform the Services in such a manner and at such time so that the Employer shall not be put in breach of any of its obligations under the Relevant Documents. In the event that any further documentation becomes relevant and applicable in relation to the Development and/or the Services, the Employer shall inform the Consultant of any such documentation and provide a copy of the same within a reasonable time and the Consultant shall comply with the obligations contained within this clause in relation to any such documentation.
- 2.4 In the performance of the Services, the Consultant shall co-operate with and shall not impede the contractor or any other contractors or sub-contractors or any other consultants or parties working on the Development and assist in ensuring that its work is properly co-ordinated with theirs and shall comply with the requirements of the Employer so that the Development shall be completed with all reasonable speed and economy and in accordance with the programme or programmes approved from time to time by the Employer.
- 2.5 The Consultant shall perform the Services and any additional services with regard to the Employer's budget and programme requirements for the Development. If the Consultant becomes aware of any circumstances which may prevent or hinder the Consultant carrying out the Services in accordance with the budget or programme the Consultant shall inform the Employer forthwith.
- 2.6 The Consultant shall collaborate with the Employer and any other design consultants as the Employer or contractor may from time to time appoint to establish a co-ordinated programme for the production of the design and are to monitor progress against the design programme.
- 2.7 The Consultant shall keep the Employer informed of all changes in the design or specification made or authorised by the Consultant and shall co-ordinate any design changes with any other design consultants as the Employer or contractor may from time to time appoint.
- 2.8 The Consultant shall comply with the CDM Regulations. In performing the Services the Consultant shall comply with:
- 2.8.1 all Statutory Requirements;
- 2.8.2 the CDM Regulations including all the obligations imposed on the Consultant as "designer" under the CDM Regulations and shall co-operate with the other consultants and the contractor to enable them to comply with their respective obligations under the CDM Regulations in relation to the Development.
- 2.9 The Consultant shall from time to time provide the Employer and all other parties including but not limited to the designers, contractors and sub-contractors with all such information and/or additional information and details in connection with the Development or the Site as they may from time to time reasonably require and as may be either within its knowledge, or reasonably obtained from the Employer or other consultants.
- 2.10 The Consultant shall attend meetings and site visits with any person or institution providing finance in connection with or secured upon the Development, either with or without the Employer.
- 2.11 The Consultant shall:
- 2.11.1 communicate with any other consultants or design sub-contractors engaged in relation to the Development;

2.11.2 monitor and facilitate progress of the Development in relation to the programme or programmes approved by the Employer;

2.11.3 co-ordinate the Services with the services and works of all other consultants, advisers, contractors and suppliers directly connected with the Development.

2.12 The Consultant shall give written notice to the Employer as soon as the Consultant has become aware of any matter arising out of the performance of the Services which might materially affect the interest of the Employer regarding the Development, which shall include, but not be limited to:

2.12.1 any matter which might cause a variation to the scope of the Development;

2.12.2 any matter which might cause an increase in the cost of the Development or change its financial viability, quality or function; and

2.12.3 any matter which might cause an increase in the time taken to complete the Development.

2.13 The Employer relies upon the Consultant performing the Services and its obligations under this Agreement

3. TIME FOR PERFORMANCE

3.1 The Consultant shall proceed with its Services under this Agreement regularly and diligently and in an efficient and cost effective manner and shall perform its Services whenever necessary in compliance with any requirements as to timing contained in:

3.1.1 the approved programme for the Development or any revision of it;

3.1.2 the procedure set out for the approval of drawings, documents and other information by the other consultants; and

3.1.3 any instructions issued by the Employer.

3.2 Upon the Consultant becoming aware that it is being or shall be prevented or delayed in the performance of the whole or any part of its Services under this Agreement for any reason then the Consultant shall immediately inform the Employer in writing of the likely delay and shall, subject to confirmation of the actual delay, specify:

3.2.1 the cause or causes of the delay;

3.2.2 the likely effect of such delay or delays to the progress of the Development; and

3.2.3 the remedial action or actions the Consultant believes are necessary.

4. SKILL AND CARE

4.1 In performing the Services, the Consultant has exercised and will continue to exercise all the reasonable skill and care to be expected of a competent and qualified member of its profession experienced in performing similar services for works of a similar nature, value, complexity and timescale to the Development.

5. PROHIBITED MATERIALS

5.1 The Consultant warrants and undertakes to the Employer that it has exercised and will continue to exercise the standard of care set out in clause 4.1 not to specify or permit to be specified or used in the design and/or construction of the Development any materials which are themselves or which incorporate substances which are generally accepted or generally suspected within the construction industry at the time of specification and/or use to be dangerous or hazardous to health and safety or deleterious to the integrity or durability of the Development in the

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particular circumstances in which they are specified and/or used or which are otherwise not in accordance with legal and regulatory requirements and/or the guidelines contained in the edition of the publication *Good practice in the selection of construction materials* published by The British Council for Offices current at the date of this Agreement.

- 5.2 If, in the performance of its Services under this Agreement, the Consultant becomes aware that it or any contractor, subcontractor or other consultant appointed to provide services for the Development has specified or used, or authorised or approved the specification or use by others, of any of the products or materials referred to in clause 5.1 the Consultant shall immediately give written notice to the Employer. This clause 5.2 does not create any additional duty for the Consultant to inspect or check the work of others which is not required by any other provisions of this Agreement.

## 6. ALTERATIONS, INSTRUCTIONS AND APPROVALS

- 6.1 The Consultant shall obtain the Employer's prior written approval before:

- 6.1.1 commencing a stage of the Services;
- 6.1.2 making or permitting any change in the designs and/or specifications for the Development after they have been approved by the Employer;
- 6.1.3 taking any step immediately following and as a consequence of a material variation of the design or specification of any part of the Development;
- 6.1.4 agreeing any amendment to or waive from any contract for the Development;
- 6.1.5 doing anything which shall or might reasonably be expected to increase materially the cost of the Development or affect the progress of or the scheduled completion date for the Development in relation to any programme approved by the Employer.

- 6.2 Except in an emergency, the Consultant shall not issue instructions to any person nor receive nor act upon instructions from any person other than the Employer without the prior written consent of the Employer. The Consultant shall give written notice of an emergency to the Employer as soon as possible.

- 6.3 No approval review or inspection of anything comprised in or relating to or arising out of the Services or any part thereof, or, any attendance at any meeting by or on behalf of the Employer, or, any investigation or report carried out by or on behalf of the Employer, or approval comment or lack of comment consent inspection or lack of inspection or the like by or on behalf of the Employer shall limit or discharge the liability of the Consultant to the Employer or relieve the Consultant from any of his duties or responsibilities under this Agreement.

- 6.4 Subject to clause 6.3, in the event that copies of any reports and/or findings produced as a result of any investigations carried out in respect of the Development and/or details of any preliminary works carried out in respect of the Development have been/are given to the Consultant, the Consultant shall have full regard to such reports, findings and preliminary works when complying with their duties under or in connection with this Agreement and/or carrying out the Services.

## 7. FEES

- 7.1 The Employer agrees to pay the Consultant the Fee for the performance of the Services at the intervals and in the instalments set out in Schedule 2 are subject to clause 7.3. Any sums paid to the Consultant in respect of the Services before the date of this Agreement shall be deemed to have been paid on account of the Fee.

- 7.2 Except as set out in Schedule 2, the Fee is to be inclusive of all costs, expenses, disbursements and overheads incurred by the Consultant in connection with the performance of the Services.

The Consultant shall not be entitled to payment or reimbursement for any other expenses except for those specified in Schedule 2 save with the prior authorisation of the Employer.

7.3 If any additional or varied service is carried out under clause 8 resulting in additional sums due to the Consultant, the application for payment in relation to such sum shall be made at the time of the application for the next work stage or instalment. If there is no further work stage or instalment, applications shall be made on the last calendar day of the month in which the additional services are undertaken.

7.4 The Consultant shall maintain records of expenses and other disbursements claimed or to be claimed from the Employer and shall make these available to the Employer when reasonably requested to do so by the Employer from time to time.

7.5 The Employer will pay any value added tax properly due to the Consultant on any part of the Fee and any expenses and disbursements due to the Consultant under this Agreement.

7.6 It is a pre-condition to the Employer's liability to pay any part of the Fee that the Consultant has submitted an application for each payment instalment accompanied by a valid value added tax invoice detailing the breakdown of the sums included in that invoice including all disbursements together (where appropriate) with an explanation of the disbursement in question.

7.7 The due date for payment of each instalment shall be the later of 7 days after the relevant period or stage stated in Schedule 2 or the date of the submission of an invoice by the Consultant in accordance with clause 7.6 (the "Due Date"). The final date for payment of each instalment shall be 28 days from the Due Date ("the Final Date for Payment").

7.8 No later than 5 days after the Due Date, the Employer shall notify the Consultant of the sum that the Employer considers to be due and the basis on which that amount is calculated ("Payment Notice").

7.9 Unless a notice is served under clause 7.10, the Employer shall pay the Consultant:

7.9.1 the sum referred to in the Payment Notice; or  
 7.9.2 where the Employer has not served a Payment Notice, the sum set out in the Consultant's invoice;

7.10 Not fewer than 2 days before the Final Date for Payment ("the Prescribed Period"), the Employer may give the Consultant notice that the Employer intends to pay less than the Notified Sum ("Pay Less Notice"). Any Pay Less Notice shall specify the sum that the Employer considers to be due and the basis on which that sum is calculated on the date that notice is issued.

7.11 On serving a valid Pay Less Notice the Employer's obligation to make payment shall be limited to the sum specified within the Pay Less Notice (if any).

7.12 If the Consultant becomes insolvent during the Prescribed Period the Employer shall not be required to make any payment in satisfaction of the relevant outstanding invoice.

7.13 Notices under Clauses 7.8 and 7.10 shall be served separately, and may be given by any other person who the Employer notifies the Consultant as being authorised to do so.

7.14 If any sum payable under this Agreement is not paid by the Final Date for Payment then, without prejudice to the Consultant's other rights under this Agreement, that sum shall bear interest from the Final Date for Payment until payment is made in full, at 3 per cent per annum in excess of the rate set from time to time by the Bank of England's monetary policy committee or any successor of it. The parties agree that this clause 7.14 is a substantial remedy for late payment of any sum payable under this Agreement in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998.

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 Housing Group Limited

- 7.15 If the Employer fails to pay the Consultant the sum payable in accordance with this clause 7 by the Final Date for Payment and the failure continues for a period of 10 days after the Consultant has given notice to the Employer of his intention to suspend performance of his obligations/services under this Agreement and the ground or grounds on which it is intended to suspend performance, the Consultant may suspend performance of any or all of his obligations until payment is made in full.
- 7.16 Where the Consultant exercises his right of suspension under clause 7.15, he shall be entitled to a reasonable amount in respect of costs and expenses reasonably incurred by him as a result of the exercise of the right. Such payment shall be the Consultant's sole remedy for its suspension of its performance.
- 7.17 Applications in respect of any such costs and expenses shall be made to the Employer and the Consultant shall with his application submit such details of the costs and expenses as are reasonably necessary to enable his entitlement to be ascertained.
- 7.18 The Employer and the Consultant agree that in the event of a delay to the Development such that there is a delay in the performance of the Services the amount payable in respect of an instalment or instalments may be re-assessed to reflect the Services provided in that instalment period. For the avoidance of doubt any such delay shall not entitle the Consultant to an increase in the Fee.

## 8. VARIATIONS AND ADDITIONAL SERVICES

### 8.1 If the Consultant:

8.1.1 is requested by the Employer to perform any service which is additional to the Services at Schedule 1, or

8.1.2 considers that any services to be performed is additional to or a variation of the Services at Schedule 1, or

8.1.3 is requested by the Employer to omit part of the Services,

8.1.4 then

8.1.4.1 in the case of 8.1.1 and 8.1.2, the Consultant shall write to the Employer specifying the additional or varied service proposed to be undertaken together with a firm quotation for any additional fee that the Consultant, acting reasonably, may seek for carrying out the additional or varied service, and

8.1.4.2 in the case of 8.1.3, the Employer shall write to the Consultant or, if no written notification is received from the Employer within 7 days of a verbal request, the Consultant shall write to the Employer specifying the part or parts of the Services to be omitted together with a calculation of the reduction in the Fee arising from such omission (such reduction to include any profit element that might have been earned had that part of the Service been carried out).

8.2 The Consultant shall not commence or perform the additional or varied service referred to under clauses 8.1.1 and 8.1.2 without the prior written consent of the Employer to the additional or varied service and to any additional fee proposed.

8.3 The Employer shall have no liability to the Consultant for any additional fee, costs, expenses, disbursements or overheads incurred by the Consultant in connection with any additional or varied service which the Consultant performs or purports to perform without the prior written consent of the Employer.

8.4 If the Employer and the Consultant are unable to agree the reduction in the Fee arising from the omission of any part of the Services, the Employer may nevertheless instruct such omission.

Pending the determination of the fee reduction, the Employer shall be entitled to make such reduction from the Fee including any profit element on the service omitted as is reasonable having regard to the extent of the Services omitted.

8.5 Any instruction or request by the Employer may be made at any time and without vitiating or invalidating this Agreement.

**9. INSURANCE**

9.1 The Consultant will at its own cost take out and maintain professional indemnity insurance, with reputable insurers carrying on business in the United Kingdom, with a limit of indemnity of not less than the Insured Amount.

9.2 The Consultant shall maintain such insurance during the performance of the Services and for a period commencing on the date hereof and ending on the date 12 years after the date of practical completion of the Development, provided that such insurance remains available to the profession of the Consultant at commercially reasonable rates and on commercially reasonable terms. Any increased or additional premium required by insurers by reason of the Consultant's own claims record or other acts or omissions, matters or things particular to the Consultant shall be deemed to be within commercially reasonable rates.

9.3 If such insurance ceases to be available to the profession of the Consultant at commercially reasonable rates or on commercially reasonable terms, the Consultant shall:

9.3.1 give notice to the Employer immediately

9.3.2 take out and maintain the highest level of insurance which is available to the profession of the Consultant at commercially reasonable rates and on commercially reasonable terms, and

9.3.3 give notice to the Employer of the level of insurance purchased in accordance with clause 9.3.2.

9.4 The Consultant will inform the Employer or its assignee in writing immediately of any failure or inability to maintain such professional indemnity insurance cover in accordance with this clause 9, and of any circumstances likely to render such insurance void or voidable, in order that the Consultant and the Employer can discuss means of best protecting their respective positions in the absence of such insurance.

9.5 As and when the Consultant is reasonably requested to do so by the Employer the Consultant shall produce promptly for inspection sufficient documentary evidence that the required insurance is being maintained and in any event on an annual basis.

9.6 The Consultant shall take out and maintain:

9.6.1 employer's liability insurance with reputable insurers carrying on business in the United Kingdom in the sum of £10,000,000 (Ten million any one event); and

9.6.2 public liability insurance with reputable insurers carrying on business in the United Kingdom in the sum of £10,000,000 (Ten million any one occurrence).

**10. COLLATERAL WARRANTIES AND RELIANCE LETTERS**

10.1 Within 14 days of receiving a written request from the Employer (whether or not its appointment has been suspended or determined or otherwise come to an end), the Consultant shall enter into a collateral warranty or reliance letter in favour of any Beneficiary identified by the Employer in the forms set out in Schedule 3 and Schedule 4.

10.2 If the Consultant defaults in the execution and delivery of any deeds of collateral warranty or reliance letters required under this clause 9.6.2, in addition to any other right which the Employer

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might have, the Employer may suspend payment of any sum due to the Consultant under this Agreement until the Consultant has remedied its default.

## 11. COPYRIGHT

11.1 The Consultant grants to the Employer with immediate effect, or where it does not own the copyright in the Material shall procure the grant to the Employer, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by or on behalf of Consultant for any purpose relating to the Development, other than the reproduction of the design contained in the Material for an extension of the Development.

11.2 The licence will carry the right to grant sub-licences and be freely transferable to third parties.

11.3 The Consultant will not be liable for any use of the Material for any purpose other than for which the same were prepared and provided by or on behalf of the Consultant.

11.4 The Consultant warrants that the Material (save to the extent that duly authorised sub-consultants have been used to prepare the same) are the Consultant's own original work and that in any event their use in connection with the Development will not infringe the rights of any third party. The Consultant further warrants that where duly authorised sub-consultants are used their work will be original and that the Consultant will obtain the necessary consents in relation to this clause 11. The Consultant shall be liable to and indemnify the Employer against any and all costs claims fees damages losses or expenses which the Employer suffers or incurs:

11.4.1 by reason of any infringement of copyright, intellectual property or design rights by the Consultant, its employees, agents or sub-consultants; and/or

11.4.2 in the event that the rights granted by the Consultant pursuant to clause 11 are at any time determined by a court of law to be invalid, ineffective or impaired in any way.

11.5 The Consultant waives any moral right it may have as the author of the Material under Chapter IV (Moral Rights) of Part 1 of the Copyright Designs and Patents Act 1988. Where the Consultant is not the author, the Consultant shall use all reasonable endeavours to obtain for the Employer a corresponding waiver from the author.

11.6 The Consultant agrees on reasonable request at any time and following reasonable prior written notice to give to the Employer or those authorised by the Employer, access to the Material and to provide copies (including copy negatives and CAD disks) of the Material.

11.7 If the Employer for any reason does not proceed with the Development, the Consultant shall not use, offer or disclose to any other person interested in the Development any of the Material prepared under or pursuant to this Agreement without the written consent of the Employer.

## 12. CONFIDENTIALLY

12.1 The Consultant shall not, without the Employer's prior written approval, take or permit to be taken any photographs of the Development or Site for use in any publicity or advertising or publication of technical or scientific interest.

12.2 The Consultant shall not, without the Employer's prior written approval, disclose to any other person (other than any person to whom disclosure must be made in order for the Consultant to fulfil its duties under this Agreement and to its advisers and insurers or as may be required by law or governmental or regulatory agency) any information about the Development including the Materials or any information about the Employer or its business or any information about any of the third parties or their businesses nor shall the Consultant exploit any such information for its own benefit or the benefit of any other person. The Consultant's obligations in this clause 12.2 do not apply to any information which is already in the public domain or to any information which came to the Consultant otherwise than in connection with the Consultant's involvement

in the Development save where its entry into the public domain or its coming to the Consultant as a result of a breach by the Consultant of any contractual obligation.

12.3 The Consultant shall take all reasonable steps to ensure that its employees, agents, sub-consultants and sub-contractors are bound by these confidentiality obligations.

**PERSONNEL**

13.1 The Consultant shall before commencing performance of the Services appoint appropriately qualified and experienced persons to carry out the Services. Such persons, or any replacements approved by the Employer under clause 13.2, shall have full authority to act on behalf of the Consultant for all purposes in connection with this Agreement.

13.2 The Employer shall have the right, after consulting with the Consultant, to require the removal of any person engaged in the performance of the Services if, in the Employer's reasonable opinion, his performance or conduct is or has been unsatisfactory and the Consultant shall promptly remove the person so specified, and notify the Employer of the name of his replacement.

13.3 Notwithstanding its appointment of any personnel under this Agreement, the Consultant shall make sufficient visits to the Site as necessary to perform the Services, to inspect the progress and general quality of the Services and generally exercise reasonable skill care and diligence as required by this Agreement to assist the proper execution and completion of the Services.

**ASSIGNMENT**

14.1 Subject to clause 14.2, the Employer may assign the benefit of and its benefits and rights under this Agreement to any person by way of absolute legal assignment on up to two occasions only without consent and afterwards only with the consent of the Consultant (not to be unreasonably withheld or delayed).

14.2 Without counting as an assignment under clause 14.1 the Employer may assign the benefit of and its benefits and rights under this Agreement without consent.

14.2.1 by way of security (including any reassignment on redemption of security); or  
 14.2.2 to and from subsidiary or other associated companies within the same group of companies as the Employer so long as that assignee company remains within the same group of companies as the Employer.

14.3 The Consultant shall not be entitled to contend that any person to whom this Agreement is assigned to in accordance with clause 14.1 or 14.2 is precluded from recovering under this Agreement any loss incurred by such assignee resulting from the breach of this Agreement (whenever happening) by reason of the fact that such person is an assignee only or otherwise not the original employer or because the loss or damage suffered has been suffered by such a party only and not the original employer.

14.4 Within 28 days after any assignment under clause 14.1, notice of the assignment shall be given to the Consultant. Failure to give this notice shall not affect the validity of the assignment.

14.5 The Consultant shall neither assign the benefit of nor sub-contract the obligations in this Agreement or any part of it without the prior written consent of the Employer.

14.6 If the Employer consents to the sub-contracting of the obligations under this Agreement or any part of it, it shall be a condition of any sub-contracting that the sub-contracting shall:

14.6.1 be upon terms first approved in writing by the Employer;  
 14.6.2 provide for the sub-consultant to enter into collateral warranty agreements with any Beneficiary and the Employer in terms equivalent to the collateral warranty

**Platform Housing Group Limited**  
 FSH Registration No: 4789,  
 A Community Benefit Society No: 12739F  
 and an exempt charity  
**Platform Housing Limited**  
 FSH Registration No: 5084,  
 A Community Benefit Society No: 8289

**Platform Property Care Limited**  
 Company No: 319555,  
**Platform HG Financing PLC**  
 Company No: 12743517,  
**Platform New Homes Limited**  
 Company No: 3761768

**Waterloo Homes Limited**  
 Company No: 4169246,  
**Platform Housing Limited**  
 Platform uses a trading name, Platform Home  
 ownership.

They are all registered in England  
 and the registered office of each is:  
 1700 Solihull Parkway, Birmingham  
 Business Park, Solihull, B37 7YD.  
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 Housing Group Limited.

agreements annexed to this Agreement or in such other terms as the Employer may require or agree, and

- 14.6.3 not relieve the Consultant of liability for the performance of the Services or for compliance with the terms of this Agreement.

## 15. SUSPENSION AND TERMINATION

- 15.1 The Employer may by written notice to the Consultant suspend all or any of the Consultant's duties under this Agreement. If such notice is given and the Employer has not within six months requested the Consultant to resume the duties suspended, the Consultant may serve 30 days' written notice on the Employer requiring it to end the suspension. If the Employer has not notified the Consultant within that 30 day period that the suspension is ended the Consultant may immediately by written notice to the Employer terminate its engagement in connection with the Development.

- 15.2 In addition to any other rights and remedies which the Employer may have, the Employer may at any time by written notice to the Consultant immediately terminate the whole or any part of the Consultant's engagement in relation to the Development.

- 15.3 If the Employer is in material and persistent breach of its obligations under this Agreement and fails to remedy the same after receiving a written 30 day notice from the Consultant specifying the breach and requiring its remedy then the Consultant shall be entitled by a further 30 days' prior written notice to the Employer immediately to terminate its engagement in connection with the Development.

- 15.4 The Employer may terminate the Consultant's employment under this Agreement forthwith on written notice if the Consultant is declared bankrupt or if (being a company) the Consultant is Insolvent; and any termination in such circumstances shall be without prejudice to any claim or action or remedy which the Employer may have against the Consultant in respect of any antecedent breach of any of its obligations contained in this Agreement.

- 15.5 Upon any suspension or termination under this clause 15 the Employer shall, subject to clause 7.12, pay the Consultant:

- 15.5.1 any instalments of the Fee and other sums which have become due to the Consultant prior to the date of such suspension or termination and which remain unpaid (the Final Date for Payment of which shall be as set out in clause 7); and

- 15.5.2 a fair and reasonable proportion of the next following instalment of the Fee commensurate with the Services which the Consultant has performed up to the date of such suspension or termination (the Due Date for which shall be 7 days after the later of the date of termination or suspension and the date of issue of the Consultant's valid VAT invoice for such proportion and the Final Date for Payment shall be 30 days after the Due Date for such proportion),

less any amounts previously paid by the Employer to the Consultant for the period up to the date of suspension or termination.

- 15.6 Upon any suspension or termination under this clause 15 the Consultant shall not be entitled to any sums in respect of loss of anticipated profit, loss of contracts or any other losses and expenses arising by reason of or in connection with such suspension or termination. Subject to this, termination of the Consultant's engagement, however it arises, shall be without prejudice to the rights and remedies of either party in relation to any negligence, omission or default of the other prior to such termination.

- 15.7 Following any termination of the Consultant's engagement however it arises the Consultant shall immediately take all necessary steps to end, in an orderly manner, the provision by it of the Services, such steps to be taken with all reasonable speed and economy. The Consultant shall also deliver to the Employer copies in such form as the Employer may reasonably require of all Material and other documents including (inter alia) negatives and CAD disks (whether in

the course of preparation or completed) which the Consultant holds in connection with the Development and any copies which the Consultant may hold of all documents provided to it by the Employer or by others in connection with the Development.

15.8 If, for any reason, the Employer does not proceed with the Development, the Employer shall be liable to pay only that proportion of the Fee that relates to the part of the Services reasonably undertaken. The Employer shall have no liability for the loss of any remaining part of the Fee or for any other loss or damage however it arises or is caused.

**16. WAIVER**

16.1 If either party does not enforce strict compliance by the other party with the terms of this Agreement, this shall not constitute a waiver by that party of any of its rights or of the obligations or liabilities of the other party under this Agreement.

**17. SEVERABILITY**

17.1 If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, it shall be severed and deemed to be deleted from the Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby. If any terms or condition of this Agreement is found to be illegal, invalid, ineffective, inoperable or otherwise unenforceable but would not be so if some part of it were deleted, the term or condition shall apply with such modifications as may be necessary to make it enforceable.

**18. COMMON LAW**

18.1 Except as this Agreement otherwise provides, this Agreement does not affect the rights or remedies of either party in contract, tort or otherwise.

**19. GOVERNING LAW AND JURISDICTION**

19.1 This Agreement shall be construed in accordance with the laws of England and Wales and subject to clause 20 the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

**20. ADJUDICATION**

20.1 The Employer or the Consultant at any time may notify the other of his intention to refer a dispute or difference arising under this agreement for adjudication in accordance with Part 1 of the Scheme for Construction Contracts (England and Wales) Regulations 1998.

20.2 The adjudicator to whom the dispute is referred is such person as the Parties may choose by mutual agreement or such other person as may be appointed as the adjudicator on the request of either party by the President (or his duly authorised representative) of the Royal Institution of Chartered Surveyors.

**21. ANTI BRIBERY**

21.1 Each party shall comply with applicable Bribery Laws, including ensuring that it has in place adequate procedures to ensure compliance with the Bribery Laws relating to prevention of bribery and corruption (as updated from time to time), and each shall ensure that:

21.1.1 all of that party's personnel

21.1.2 all others associated with that party, and

21.1.3 all of that party's sub-contractors,

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RSH Registration No: 4/89  
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and exempt charity  
Platform Housing Limited  
RSH Registration No: 5084  
A Community Benefit Society No: 828B

Platform Property Care Limited  
Company No: 379555  
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Company No: 1274317  
Platform New Homes Limited  
Company No: 3761768

Waterco Homes Limited  
Company No: 4169246  
Platform Housing Limited  
also uses a trading name, Platform Home  
Ownership.

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Business Park, Solihull B37 7YD  
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Housing Group Limited.

involved in performing the Services or with this Agreement so comply. The expressions 'adequate procedures' and 'associated' shall be construed in accordance with the Bribery Act 2010 and documents published under it.

- 21.2 Without limitation to the above sub-clause, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

## 22. MODERN SLAVERY

- 22.1 In performing its obligations under this Agreement, the Consultant shall and shall ensure that the Consultant and the Consultant's persons, any sub-consultants and/or any other persons engaged in the provision of the Services shall fully comply with the Modern Slavery Act 2015.

## 23. EQUALITY

- 23.1 The Consultant shall:

23.1.1 perform its obligations under this Agreement (including those in relation to the Services) in accordance with:

23.1.1.1 all applicable Equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);

23.1.1.2 the Employer's equality and diversity policy as provided to the Consultant from time to time; and

23.1.1.3 any other requirements and instructions which the Employer reasonably imposes in connection with any equality obligations imposed on the Employer at any time under applicable Equality Law; and

23.1.2 take all necessary steps, and inform the Employer of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation).

## 24. DATA PROTECTION

- 24.1 In this clause, the following definitions shall apply:

**Contact Data** means the information listed as such in the table at Schedule 6.

**Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation.

**Data Protection Authority** means the Information Commissioner, or any other Regulatory Body responsible for enforcement of the Data Protection Laws from time to time in relation to the Employer.

**Data Protection Legislation** means all applicable Laws relating to the processing of Personal Data and privacy in force from time to time in the UK including, without limitation, UK GDPR, the Data Protection Act 2018, and any regulations made thereunder; and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); and the guidance and codes of practice issued by the Data Protection Authority and which are applicable to a party.

**Shared Personal Data:** the personal data to be shared between the parties listed as such in the table at Schedule 6.

UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

24.2 Each of the parties shall comply with all applicable requirements of the Data Protection Legislation. This clause 24 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

**Contact Data**

24.3 The parties each acknowledge and agree that they may need to process Contact Data (in their respective capacities as controllers) in order to (as appropriate):

(a) compile, dispatch and manage payments relating to this Agreement;

(b) manage the Agreement and resolve any disputes relating to it;

(c) respond and/or raise general queries relating to this Agreement; and

(d) comply with their respective regulatory obligations.

24.4 Each party shall act as a Controller in respect of the Processing of the Personal Data on its own behalf and each party shall be a Controller of the Personal Data, as a Controller of:

(a) its own Contact Data for internal business and administration purposes; and

(b) the other party's Contact Data in order to administer the Agreement.

24.5 Each party shall process such Contact Data for the purposes set out in clause 24.3 above in accordance with their respective privacy policies.

24.6 The parties acknowledge that they may be required to share Contact Data with other relevant parties, within or outside of the country of origin, in order to carry out the activities listed in clause 24.3, and in doing so each party will ensure that the sharing and use of this Contact Data complies with applicable Data Protection Laws.

**Shared Personal Data**

24.7 Without prejudice to the generality of clause 24.2, each of the parties shall:

(a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the other party and/or lawful collection of the Personal Data by it on behalf of the other party for the duration and purposes of this Agreement;

(b) give full information to any Data Subject whose Personal Data may be processed under this agreement of the nature such Processing.

**Data Processing**

24.8 The subject matter and nature of the Processing under this Agreement are set out in Schedule 6.

24.9 Without prejudice to the generality of clause 24.2, if the Employer acting as a Controller, appoints the Consultant as a Processor, the Consultant shall, in relation to any Personal Data processed in connection with the performance by the Consultant of its obligations under this Agreement:

(a) process that Personal Data only on the documented written instructions of the Controller unless the Consultant is required by Data Protection Legislation to otherwise process that Personal Data. Where the Consultant is relying on Data Protection Legislation as the basis for processing Personal Data, the Consultant shall promptly notify the Controller of this before

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RSH Registration No. 4789

A Community Benefit Society No. 122398

and an exempt charity

Platform Housing Limited

RSH Registration No. 5084

A Community Benefit Society No. 8288

Platform Property Care Limited

Company No. 379555

Platform HG Financing PLC

Company No. 1213512

Platform New Homes Limited

Company No. 3761788

Waterloo Homes Limited

Company No. 4169246

Platform Housing Limited

also uses a trading name, Platform Home

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performing the processing required by the Data Protection Legislation unless those Data Protection Legislation prohibit the Consultant from so notifying the Controller;

- (b) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (c) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Controller, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (d) not transfer any Personal Data outside of the United Kingdom without the prior written consent of the Employer;
- (e) assist the Controller, at the Controller's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Controller without undue delay (and in not less than two days) on becoming aware of a Personal Data Breach;
- (g) at the written direction of the Controller, delete or return Personal Data and copies thereof to the Controller on termination of the Agreement unless required by Data Protection Legislation to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 24 and allow for audits by the Controller or the Controller's designated auditor and immediately inform the Controller if, in the opinion of the Consultant, an instruction infringes the Data Protection Legislation.

24.10 The Controller consents to the Consultant appointing the following party/ies as a third-party processor of Personal Data under this Agreement:

Identity of third party processor	Purpose

The Consultant confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business or incorporating terms which are substantially similar to those set out in this clause 24 and in either case which the Consultant undertakes reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Controller and the Consultant, the Consultant shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 24.10.

24.11 The Consultant will liaise with the Employer in the 3 month period prior to any termination or expiry of the Contract to ascertain the Employer's preference and requirements (including details, format, media, method, timing and security) in relation to the secure return to it (or as it directs) of all or part of the Employer's Personal Data (or, the secure deletion or destruction of all or part of the Employer's Personal Data). If it is not possible for this to be carried out prior to



termination or expiry, the Consultant shall cooperate with the Employer about such preference and requirements as soon as possible on termination or expiry.

24.12 The Consultant shall, at all times during and after the termination or expiry of this Agreement, indemnify the Employer, keep the Employer indemnified and hold the Employer harmless from and against all losses, damages, charges, fines, costs, or expenses and other liabilities (including without limitation legal fees) incurred by, awarded against or agreed to be paid by the Employer arising from any breach of the Consultant's obligations under this clause.

24.13 Notwithstanding any other provision of this Agreement, the Consultant's liability under the indemnity at paragraph 24.12 shall not be subject to any exclusions or limitations of liability.

**25. NOTICES**

25.1 Any notice to be given under this Agreement shall be sufficiently served if sent by hand or by first class post to the registered office or if there is none the last known address of the party to be served. Any notice sent by hand shall be deemed to be served on the date of delivery. Any notice sent by first class post shall be deemed to be received two Business Days after the day it was posted.

**26. ENTIRE AGREEMENT**

26.1 This Agreement comprises the entire understanding of the parties and there are no other arrangements between the parties relating to the subject matter of this Agreement intended to form part of this Agreement and no amendment or modification of this Agreement shall be valid or binding on any party unless the same is made in writing and refers expressly to this Agreement and is signed by the parties concerned or their duly authorised representatives.

**27. THIRD PARTY RIGHTS**

27.1 The parties to this Agreement do not intend that any of its terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

**28. LIMITATION**

28.1 No action or proceedings for any breach of the Agreement shall be commenced against the Consultant after the expiry of 12 years from the date of practical completion of the Development

**29. LIABILITY**

29.1 The Consultant shall be liable for and shall indemnify the Employer against all and any loss damage cost expense liability claims and/or proceedings whatsoever in respect of any personal injury to or death of any person whatsoever and any loss of or damage to any property whatsoever arising out of or in connection with the performance of the Services and due to any neglect error act or omission by the Consultant or any of the Consultant's employees, agents and representatives.

**30. COUNTERPARTS**

30.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

**IN WITNESS** of which the parties have duly executed and delivered this deed on the date first above written

**Platform Housing Group Limited**  
 RSH Registration No: 4789,  
 A Community Benefit Society No: 327398  
 and an exempt charity.  
**Platform Housing Limited**  
 RSH Registration No: 5084,  
 A Community Benefit Society No: 8288

**Platform Property Care Limited**  
 Company No: 579555,  
**Platform HG Financing PLC**  
 Company No: 12743517,  
**Platform New Homes Limited**  
 Company No: 3761768,

**Waterloo Homes Limited**  
 Company No: 409246,  
**Platform Housing Limited**  
 also uses a trading name, Platform Home  
 Ownership;

They are all registered in England  
 and the registered office of each is:  
 1700 Sofina Parkway, Birmingham  
 Business Park, Salford, B37 7YD.  
 This correspondence is from Platform  
 Housing Group Limited.

## SCHEDULE 1

### Services

#### Pre Contract Services

- 1 Employer's Requirements
  - 1.1 Preparation of the Employer's Requirements document under the Employer's direction forming the basis of the building contract
  - 1.2 Agree standards and specification
  - 1.3 Advise on development programme
  - 1.4 Attend progress meetings from date of appointment as required
  
- 2 Contracts
  - 2.1 Advise on Form of Building Contract and Contract periods
  - 2.2 Liaise with building contractor regarding building costs
  - 2.3 Provide value for money statement
  - 2.4 Prepare contract documents for signing by Employer and Contractor
  - 2.5 Finalise and agree programme of works
  
- 3 Pre Contract Meetings
  - 3.1 Organise and chair pre contract meetings

#### Post Contract Services

- 1 Administering Contract
  - 1.1 Check Insurance Requirements/Provisions
  - 1.2 Issue instructions over defective works or materials
  - 1.3 Determine disputes arising regarding disturbance, additional cost, late completion etc.
  - 1.4 Advise on interpretation and operation of contract
  - 1.5 Management of monthly site meetings and issue of minutes. (All site meeting minutes are to be distributed within four working days of the meeting.)
  - 1.6 Record all key activities throughout the project.

2	Quality Control	2.1	Site visits to monitor construction performance on an average basis of one visit per month or otherwise agreed with Platform, with detailed inspections at critical stages of the works	2.2	Inspection of the works over conformity with the contract (routine quality inspections will be undertaken by Platform's in house Quality Manager)
3	Progress Report	3.1	Issue monthly progress report	3.2	Monitor progress against contract programme
		3.3	Liaise with contractor to mitigate any delays	3.4	Provide photographic evidence of site progress
4	Payments	4.1	Site visit to determine works executed satisfactorily	4.2	Issue payment certificates in accordance with contract in a timely manner
		4.3	Advise on non payment of works not in accordance with contract	4.4	Release of retention payments in accordance with contract conditions
		4.5	Prepared monthly cost reports detailing anticipated changes of the final account and updated cash-flow forecast	4.6	Prepare and agree final account
5	Change Orders	5.1	Issue employers change orders, after agreement with employer	5.2	Agreement of costs associated with change orders
		5.3	Agreement of cost associated with any disruption	5.4	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
6	Completion	6.1	Snag units to set 'Benchmark' in conjunction with the Project Manager and Quality Manager for Platform Housing. Snagging and back snagging of individual plots will be undertaken by Platform's in house Quality Manager	6.2	Inspection of works on handover in conjunction with Employer
		6.3	Issue snagging lists	6.4	Undertake comprehensive check of all handover documentation and ensure all keys are checked and clearly tagged.
		6.5	Record meter readings, meter serial numbers, MPANs, MPRNs and produce master schedule.	6.6	Request and provide completed section agreements where applicable
		6.7	Co-ordination of transfer of information [manuals etc] in an appropriate electronic format	6.8	Issue of necessary certificates in a timely manner
		6.9	Receipt of as built drawings and operating manuals from main contractor for presentation to employer.		

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 125th Registration No. 4789.  
 A Community Benefit Society No. 32239R  
 and an exempt charity  
 Platform Housing Limited  
 FSH Registration No. 5084.  
 A Community Benefit Society No. 828B.

Platform Property Care Limited  
 Company No. 579555.  
 Platform HG Financing PLC  
 Company No. 12743517.  
 Platform New Homes Limited  
 Company No. 376176B.

Waterloo Homes Limited  
 Company No. 4169246.  
 Platform Housing Limited  
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 Ownership.

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 Business Park, Solihull, B37 7YD.  
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 Housing Group Limited.

- 6.10 Liaise with contractor in defects period, reporting defects identified by the employer
- 6.11 Attend end of defects period inspections and produce lists and issue to relevant parties
- 6.10 Issue Making Good Defect Certificate once issues identified during the End of Defect Inspections are rectified

SCHEDULE 2

Fee

The Fee shall be: £37,968 + VAT inclusive of all costs, expenses, disbursements

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

Equal monthly instalments through each RIBA stages:

- RIBA Stage 4 - £10,014
- RIBA Stage 5 - £27,954

The Consultant shall be entitled to submit an application for payment on the last Business Day of each month provided always that the application for payment does not exceed £8,000 plus VAT per month and is proportionate to the Services undertaken.

The Consultant is to quote purchase order number [ TBC ] for all invoices

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 RSH Registration No: 4788  
 A Community Benefit Society No: 127398  
 and an exempt charity  
**Platform Housing Limited**  
 RSH Registration No: 5084  
 A Community Benefit Society No: 8288

**Platform Property Care Limited**  
 Company No: 3795555  
**Platform HG Financing PLC**  
 Company No: 12745317  
**Platform New Homes Limited**  
 Company No: 3761768

**Waterloo Homes Limited**  
 Company No: 4169246  
**Platform Housing Limited**  
 also uses a trading name, Platform Home  
 Membership:

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 and the registered office of each is:  
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**SCHEDULE 3****Collateral Warranty**

**Platform Housing Group Limited**  
RSH Registration No: 4789.  
A Community Benefit Society No: 32253R  
and an exempt charity

**Platform Housing Limited**  
RSH Registration No: 5084.  
A Community Benefit Society No: 820B.

**Platform Property Care Limited**  
Company No: 3795555.

**Platform HG Financing PLC**  
Company No: 12742517.

**Platform New Homes Limited**  
Company No: 3761766.

**Waterloo Homes Limited**  
Company No: 4169246.

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 and the registered office of each is  
 1700 Solihull Parkway, Birmingham  
 Business Park, Solihull B37 7YD.  
 This correspondence is from Platform  
 Housing Group Limited.

## SCHEDULE 5

### Relevant Documents

**Platform Housing Group Limited**  
RSH Registration No: 4789.  
A Community Benefit Society No: 37239R  
and an exempt charity.

**Platform Housing Limited**  
RSH Registration No: 5084.  
A Community Benefit Society No: B288.

**Platform Property Care Limited**  
Company No: 5795555.

**Platform HG Financing PLC**  
Company No: 12743517.

**Platform New Homes Limited**  
Company No: 3761768.

**Waterloo Homes Limited**  
Company No: 4169246.

**Platform Housing Limited**  
also uses a trading name, Platform Home  
Ownership.

They are all registered in England  
and the registered office of each is:  
1700 Solihull Parkway, Birmingham  
Business Park, Solihull, B37 7YD.

This correspondence is from Platform  
Housing Group Limited.



**SCHEDULE 6**

**Personal Data Schedule**

**Contact Data**

Types of Personal Data	<ul style="list-style-type: none"> <li>• Full Name</li> <li>• Email address or contact telephone number</li> <li>• Job role</li> </ul>
Subject matter of processing:	administer this Agreement;
Subject matter of processing:	complete, dispatch and manage payments relating to this Agreement;
Subject matter of processing:	manage the Agreement and resolve any disputes relating to it;
Subject matter of processing:	respond and/or raise general queries relating to this Agreement; and
Subject matter of processing:	comply with their respective regulatory obligations.
Duration of Processing:	Term of the Agreement
Nature of Processing:	Collection of Personal Data, Storing Personal Data on electronic and manual systems.

**Shared Personal Data**

Subject matter of processing:	
Duration of Processing:	
Nature of Processing:	
Business Purposes:	
Authorised Persons:	
Approved Sub-Consultants:	<i>[List all approved Sub-Consultants.]</i>

**Categories of Data Subjects (tick as appropriate)**

Employer's Employees	<input type="checkbox"/>
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**Platform Housing Group Limited**  
 HSH Registration No: 4189  
 A Community Benefit Society No: 37239R  
 and an exempt charity  
**Platform Housing Limited**  
 HSH Registration No: 5084  
 A Community Benefit Society No: 8289

**Platform Property Care Limited**  
 Company No: 519555  
**Platform HG Financing PLC**  
 Company No: 1273517  
**Platform New Homes Limited**  
 Company No: 3761768

**Watloo Homes Limited**  
 Company No: 4169248  
**Platform Housing Limited**  
 also uses a trading name, Platform Home  
 Overseas

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 and the registered office of each is  
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 Business Park, Solihull, B37 7YD.  
 This correspondence is from Platform  
 Housing Group Limited.

## Types of Personal Data (tick as appropriate)

Date joined the Employer	
First name	
Last name	
Email	
Address	
Post Code	
Phone number	



P4L  
9630

Executed as a Deed by  
affixing the common seal of  
PLATFORM HOUSING LIMITED  
in the presence of:

Director: X  
HELEN NEWBURY  
DIRECTOR OF PROGRAMME  
*[Signature]*

Mohammed Zabir  
Director of Technology Operations  
*[Signature]*

Director/Secretary: X

EXECUTED AS A DEED by  
[Identity Consult Limited]  
acting by

*[Signature]*  
Name of Director

*[Signature]*  
Signature of Director

In the presence of:

*[Signature]*  
Witness' signature

*[Signature]*  
Witness' name (in capitals)

7 McCOUC DRIVE

PUDDING WALK STX  
Witness' address

*[Signature]*  
Witness' occupation

Platform Housing Group Limited  
NSH Registration No. 4788  
A Community Benefit Society No. 32239R  
and an exempt charity  
Platform Housing Limited  
NSH Registration No. 5084  
A Community Benefit Society No. 828B

Platform Property Care Limited  
Company No. 5795555  
Platform HG Financing PLC  
Company No. 12743517  
Platform New Homes Limited  
Company No. 3761768

Waterloo Homes Limited  
Company No. 4169246  
Platform Housing Limited  
also uses a trading name, Platform Home  
Ownership

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