


GLOUCESTER CITY COUNCIL	
HOUSING GRANTS, CONSTRUCTION AND REGENERATION ACT 1996	
Disabled Facilities Grant (DFG) Agent Protocol	

1. Introduction

- 1.1 Agents employed by residents in respect of DFG works that are grant aided will be expected to operate under the following agreement.
- 1.2 Works carried out by an agent and any associated costs incurred before a grant is approved are usually the responsibility of the client to pay. Reasonable costs, i.e., surveyor's fees etc may be approved before full application and approval (but not retrospectively). Discretion will be applied on a case-by-case basis where the grant works cannot proceed for reasons outside the client's control.

2. Agent requirements

- 2.1 Agents are expected to:
- a) Ensure that works do not commence until written grant approval is obtained.
 - b) Have full professional indemnity insurance.
 - c) Provide a clear written statement of intent to their clients detailing their service, indicating their costs and a proposed timetable of works (including arrangements for payments).
 - d) Advise clients when the contractor may be available to start work.

3. Contractual Issues

- 3.1 There should always be a written terms of contract between the agent and their client and the JCT Minor Works Contract or equivalent should be used to safeguard both the client's and the agent's interests.
- 3.2 Agents are advised to ensure that the standard contract is amended such that their client's interests are protected in respect of damages arising due to possible delays on site, or in grant payment. Such claims cannot be considered by the council.
- 3.3 Grants are approved on the basis they will be paid in whole on completion of the works.

- 3.4 The council may consider interim payments for specialist, complex and large-scale projects subject to obtaining prior written agreement. Interim payments may be subject to minimum payment levels and will only be issued once key project stages are delivered and completed. Only interim payments up to 90% of the approved amount are permitted until all works are completed. This allows for a 10% value of retention until 'Final payments and sign off' checks are completed.
- 3.5 Clients may self-fund via savings or loans, apply for charitable funds or a social care grant. Agents are encouraged to inform the council where they feel clients require support with their applications for additional funding wherever possible.

4. Schedule of Works

- 4.1 Agents must produce a detailed and itemised specification/schedule of works based on the information (e.g. outline schedule of works) issued by the council. The specification shall be produced following full consultation with the client, occupational therapist, and the council.
- 4.2 The itemised specification/schedule of works will require written agreement from all parties prior to any tender process.
- 4.3 The itemised specification/schedule of works must include details of any specialist equipment following consultation with the occupational therapist who may provide quotes from suppliers, and from third party specialist equipment providers who may provide an installation specification.
- 4.4 The itemised specification/schedule of works must state quantities of materials, for example areas of tiling and decoration etc.
- 4.5 Alterations/variations to the itemised specification/schedule of works after occupational therapist and council approval may result in additional work for the agent and should therefore be avoided wherever possible (see section 7).

5. Progressing the work

- 5.1 All agents/contractors must adhere to The Construction (Design and Management) Regulations 2015 (CDM 2015) which manages health and safety risks on construction projects and associated with completed works.
- 5.2 Agents should not give their clients the impression that they will be awarded a maximum grant nor build an expectation that the grant will be approved, prior to receiving the formal written approval document. Agents must stress that grant funding is only available for eligible works, subject to agreement by all parties.
- 5.3 Clients must be appraised of plans, specifications, builders' quotations, any variations and be provided copies of each for their records. On completion of the

works, agents/contractors must provide clients with originals of all guarantees, certificates, warranties etc.

- 5.4 To enhance and support efficiencies of the DFG service delivery digital copies of warranties are acceptable.
- 5.5 Works must be inspected at the key building stages and there should be regular site visits as required by the complexity of the work (minimum of a visit every 2 weeks for complex adaptations). Under no circumstances should an agent take leave of absence, without liaising with the council and making satisfactory arrangements for a suitably qualified person to meet this requirement.
- 5.6 Where agreed with the client and the council, video conferencing may be used where appropriate as an alternative to site visits.
- 5.7 Agents must not allocate or sub-contract work to other agents without the written permission of the client and the council.
- 5.8 Agents should note that the main contractor is not permitted to sub-contract the scheme of works to another contractor without prior notice and agreement by the client and the council in writing.
- 5.9 All visits should be fully and legibly recorded in accordance with good practice and the file or log should be available for inspection by the client or the council on request.
- 5.10 Agents must have no external business interests which may be detrimental to work undertaken on behalf of their client.
- 5.11 Gifts or inducements of any description must not be offered to council staff.
- 5.12 Contractors invited to tender for grant aided work must be competent and familiar with good building practice, relevant British Standards, Building Regulations and be fully insured.
- 5.13 The contractor that carries out the grant aided work must not be the applicant for the grant or a member of their family. For further clarification on this matter contact the council.
- 5.14 In the event of the contractor who has been awarded the work being unable to proceed, the agent must consult with their client and the council to agree the appropriate response.

6. Quotes

- 6.1 Unless specially agreed by the council in writing, a minimum of two fully itemised competitive tenders must be obtained for each contract to comply with council procurement rules.

- 6.2 Where the cost of the work exceeds £30,000 a minimum of three fully itemised competitive tenders must be obtained.
- 6.3 The two lowest fully itemised and priced tenders must be submitted to the council as part of the grant application.
- 6.4 Where the works are urgent, or specialist one quote may be accepted but only with the clear agreement of the council.
- 6.5 The council may request an itemised breakdown of costs to demonstrate value for money in the use of DFG funding. The provision of invoices describing the item/s of works and the sub totals completed, following the referencing of a fully itemised and priced schedule of works will minimise delays and breakdowns requests.
- 6.6 Any problems relating to the approved scheme, or its progress must be immediately notified to the client, occupational therapist, and the district council.
- 6.7 Planning permission listed building consent and/or building regulation approval, party wall agreements, flood risks and asbestos report are to be obtained where appropriate for grant aided works. Grant approval is not building regulation approval and agents should note that in the case of grant works subject to building regulations, the works may be supervised by both a grant officer and a building control officer.

7. Additional works and Variation Orders (VO)

- 7.1 All additional or unforeseen work or a change of contractor must immediately be notified to the client and the council and agreement obtained in writing from the council. The client should be notified to explain that the Variation Order may result in an increase in the charge on a property on completion of the adaptations. There is no commitment on the part of the council to pay for such works until specific written agreement is given and is subject to the maximum grant allowed. In the case of grant approvals this will be done by the council issuing a Variation Order (to accompany the grant approval document) and informing the client, occupational therapist and agent or contractor.
- 7.2 Agreement is subject to both the provision of an itemised specification of the additional works from the agent together with an itemised costings for the work from the contractor on site and sufficient funds being available to the council including but not limited to any maximum grant level.
- 7.3 The council will aim to process requests for Variation Orders within one working day.
- 7.4 All variation requests must be followed up in writing, detailing the works and costs.
- 7.5 Agreement to the payment of grant aid in respect of additional or unforeseen work cannot be given by a Building Control Officer or Occupational Therapist.

8. Payments and fees

- 8.1 Payments are usually made directly to the contractor, not via their agent.
- 8.2 If the client has an assessed client contribution, they will be expected to pay this directly to the contractor once invoiced and following the value of work completed exceeds the client contribution.
- 8.3 Where the client wishes to carry out additional private work, they will need to make their own payment arrangements with the agent/contractor. Written confirmation and contractor invoice must be sent to the council. The agent and client can make their own payment arrangements for private works.
- 8.4 Agents will arrange for a contractor to return to resolve any queries/snagging items within the 12-month warranty period, especially where the value of a single contract exceeds £10,000.
- 8.5 In the event the works are abandoned for reasons within the client's control, then the costs for any work carried out by agent and/or contractor will be payable by the client and must be settled as soon as possible.
- 8.6 Agents should note that under most circumstances the council will not fund professional fees which are in excess of a fixed percentage of the final grant eligible contract sum. Any increase would need to be agreed by the district council.
- 8.7 The maximum percentage for an agent's fee is currently fixed at 15% (excluding VAT where applicable). Agents should note that this is usually the maximum sum payable, and each scheme will be judged on its complexity, and therefore a lower fee may be approved by the council. Maximum fees can only be paid where the agent completes all works to the council's, client's, and occupation therapist's satisfaction.
- 8.8 Agent's fees will be capped at a maximum £7,500.00 (excluding VAT where applicable) and this will be applied to larger cases (such as ground floor extensions).
- 8.9 Professional fees will usually only be considered for grant purposes where an application proceeds to full approval. However, the council may consider requests for abortive fees at its discretion.
- 8.10 Abortive fees will be considered by the council on a case-by-case basis where works are abandoned for reasons outside the agent's control, including where:
 - a) A client passes away; or
 - b) A client experiences deterioration of function/health requiring a house move; or
 - c) A client experiences the death of a relative/carer resulting in moving home; or
 - d) Other reason agreed at the council's discretion.

8.11 Upon submission of supporting evidence and records the rates of abortive fees that will be considered for cases that meet the criteria is listed in the table below:

Abortive Fee Payment Stage	Stage Description at time grant is discontinued	Fee Rate
1	Feasibility Visit (Per visit at the discretion of funding authority)	£150.00
2	Survey Completed - No other tasks Initiated	£250.00
3	Drawings and/or Schedule of Works started	£350.00
4	Drawings and/or Schedule of Works issued to District Council for approval	£550.00
5	Tenders issued to contractors	£750.00
6	Tenders received & works; costs inc. VAT checked.	60% of fee charged on eligible cost
7	After the building contract issued and start date confirmed	75% of fee charged on eligible cost
8	Grant discontinued after commencement of contract; works may not have started.	100% of fee charged on final eligible cost

8.12 Fees shall be calculated using the council’s assessment of eligible cost as detailed on the grant approval as set out above.

8.13 Abortive fees may be increased at the council’s discretion, where the work involved in that visit/study is more complex, for example planning and ancillary charges may be considered on a case-by-case basis.

8.14 All requests for abortive fees consideration need to be discussed directly with the council. The determination of which fee will be made through the circumstances of each case and the discretion to award remains with council.

9. Final payments and sign off

9.1 The following documents (where appropriate) must be submitted before final payment can be made:

- a) Contractor’s invoices
- b) Completed customer satisfaction certificate*
- c) Agent completion certificate

- d) Agent fee invoices
- e) All warranties and guarantees relating to works carried out. Digital copies are sufficient.
- f) All certificates including Electrical, Gas Safety, FENSA etc.
- g) Building Regulations compliance confirmation.
- h) Invoices / receipts for all ancillary charges and services.
- i) Written approval of completed works from the OT.
- j) Any other relevant documents as reasonably requested by the council.

9.2 The council will be flexible regarding the requirement for a customer satisfaction certificate where clients fail to provide this documentation.

9.3 Once all documents are submitted and the council is satisfied all the statutory requirements are met for authorising payment; the council will process the payment on behalf of the agent's client.

9.4 The council aims to process payments at the earliest opportunity and within 30 days of receipt of all necessary documentation.

9.5 Agents may raise concerns or complaints in respect of delays for payment through the council's complaints process.

10. Glossary

Act The Housing Grants, Construction and Regeneration Act 1996

Agent A surveyor, architect, project manager or other suitably qualified professional that would be eligible for ancillary charges under S.2 (3) of the Act.

Client The DFG applicant (or representative) in accordance with s24 of the Act.

Grant Officer An officer authorised by the (District / Borough / City) Council to administer DFG functions. The council's Private Sector Housing officer will be able to advise whether additional authorisation is required dependent on the decision.

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