



Development Defects Policy & Procedures

Introduction

Through its framework agreements, local partnering agreements and underlying contract particulars, ng homes aims to achieve zero Defects in all of its development projects. Consequently, Defects (numbers, types and timescales) are specifically monitored as a key performance indicator.

Unfortunately, due to shrinkage and settlement, zero Defects is almost impossible to achieve and it is likely that in most new build or rehabilitation projects, there will be some form of teething problems.

Therefore, in order to protect the interests of the Association and our customers, the following Defect Liability procedures will apply.

Specifying Defects

Defects are generally regarded (but not limited to) as shrinkage, warping, cracking, component failure, incorrect installation, poor workmanship etc.

Fair wear and tear, negligence and vandalism are not generally regarded as eligible Defects per the particulars of underlying contracts.

It will be the responsibility of the project Architect to determine the eligibility of all Defects.

Defect Liability Period

The defects liability period will generally be recorded in the particulars of the underlying contracts. Where none is stated and, regardless of phased handovers or local handover arrangements, the defect liability period will run for twelve calendar months from the date stated on the Certificate of Practical Completion unless otherwise agreed by the Association and the project Architect.

During this time, the main works Contractor will be responsible for all eligible Defects.

Reporting Defects

The project Architect will provide a new tenant handbook for each completed new dwelling which will advise new residents to contact the Association if a fault occurs.

Any member of staff may accept the reporting of any fault but it will be the responsibility of the Housing Officer for the particular patch to formally record the details before forwarding these (e-mail) to the project Architect. The project Clerk of Works may deputise in the Housing Officer's absence.

The project Architect will determine if a fault is an eligible Defect and inform the Housing Officer (and/or the project Clerk of Works) of their decision and any proposed action.

Managing the Defect Liability Period

The Association is mindful that while a defect liability period is a necessity, we also have other repairs policies which meet our statutory and regulatory obligations. Therefore, in certain circumstances, the response to Defects must reflect the Association's wider repairs obligations, i.e.:-

Emergency where an Emergency occurs during the defect liability period (an Emergency is where there is a significant risk to the safety and well-being of the occupants, the property or the general public) the Architect shall instruct the main works Contractor to attend within four hours and make good within twenty-four hours, in line with the Association's current repairs policy.

Urgent where an Urgent occurs during the defect liability period (an Urgent is where there is a significant inconvenience to the safety and well-being of the occupants, the property or the general public) the Architect shall instruct the main works Contractor to attend and make good within a three day period, in line with the Association's current repairs policy.

The project Architect will administer all other routine and minor eligible Defects as follows:-

- On a weekly basis for the first two months of the defect liability period
- On a fortnightly basis for months three and four of the defect liability period
- On a monthly basis for months five and six of the defect liability period
- On a three-monthly basis for months seven to twelve of the defect liability period

Should any eligible Defect remain un-attended or un-resolved upon the expiry of the defect liability period, the project Architect will compile a Schedule of Defects within fourteen days of the expiry of the defect liability period.

The Architect will formally instruct the main works Contractor to make good the Schedule of Defects which will include an agreed deadline for making good the schedule. The final period for making good the schedule will reflect the particulars of the underlying contracts and will normally last for a period of twenty eight days. The project Architect will have the discretion to extend this period up to a maximum of ninety days subject to local conditions and the nature and complexity of any outstanding eligible Defects.

The defect liability period will only be deemed to be expired upon receipt of a Certificate of Making Good Defects which should be signed and dated by the project Architect.

Final retention monies will not be released to the main works Contractor prior to the receipt of the Certificate of Making Good Defects and any subsequent adjustments to the final account.

Throughout the defect liability period, should the main work Contractor be unable (for any reason) to remedy an eligible Defect, ng homes will reserve the right to employ a third party to remedy the eligible Defect and deduct the costs and adjust the final account accordingly.

Defects out with the Defects Liability Period

Faults occurring out with the defect liability period should be very rare. However where these occur after the Certificate of Making Good Defects has been issued, the Association reserves the right to report all such faults to the project Architect who will determine if the fault is an eligible (latent) Defect under the terms of the underlying contract.

Where an eligible (latent) Defect has been identified, the project Architect will publish a remediation schedule which will be binding on all parties.

Where an eligible (latent) Defect occurs out with the defect liability period and the main works Contractor is unable (for any reason) to remedy the eligible (latent) Defect, ng homes will reserve the right to employ a third party to remedy the eligible (latent) Defect and pursue the main works Contractor for costs and expenses.

Defect Inspections

All inspections during the defect liability period, including the final defect inspection for each specific plot will be the responsibility of the project Architect. ng homes reserves the right to attend the final defects inspections at its own discretion.

The Architect will also be responsible for arranging a final environmental inspection for all roads, paths, footways, gardens, drying greens, bin shelters, green spaces, open spaces, landscaped areas and boundary treatments etc, within the designated site area. This will normally take the form of a joint visit with the Clerk of Works and/or the Neighbourhood Manager and any environmental faults arising shall be dealt with as eligible Defects where appropriate.

Defect Monitoring/Post Completion Review

It shall be the Architects responsibility to adopt an audit system which records the key performance indicators for all eligible Defects. These indicators should be summarised in a report format which should be made available to the Association along with the Certificate of Making Good Defects.

The summary report will be held in the post completion review file and will inform future project designs and specifications.