



Development Defects Policy & Procedures

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Introduction

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

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 minor defects. In order to protect the interests of the Association and our customers, the defect liability procedures stated below will apply.

Specifying Defects

Defects are generally regarded, but not limited to, shrinkage, warping, cracking, component failure, incorrect installation and poor workmanship.

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.

Defects 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 Defects 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/Principal Contractor.

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

Reporting Defects

The project Architect/Principal Contractor 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/Repairs Officer for the particular development to formally record the details before

forwarding this information to the project Architect. The project Clerk of Works may deputise in the Housing Officer's absence.

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

Managing the Defects Liability Period

The Association is mindful that while a Defects 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.

Emergency where an Emergency occurs during the Defects 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/Repairs Officer or Project Clerk of Works shall instruct the Principal Contractor to attend within 4 hours and make good within 24 hours, in line with the Association's current repairs policy.

Urgent where an urgent defect occurs during the Defects Liability Period (an urgent defect is where there is a significant inconvenience to the safety and well-being of the occupants, the property or the general public) the Architect/Repairs Officer or Project Clerk of Works shall instruct the Principal Contractor to attend and make good within a 3-day period, in line with the Association's current repairs policy.

The project Architect/Repairs Officer or Project Clerk of Works will administer all other routine and minor eligible defects as follows:

- On a weekly basis for the first two months of the Defects Liability Period
- On a fortnightly basis for months three and four of the Defects Liability Period
- On a monthly basis for months five and six of the Defects Liability Period
- On a three-monthly basis for months seven to twelve of the Defects Liability Period

Should any eligible defect remain unattended or unresolved upon the expiry of the Defects Liability Period, the project Architect/Employers Agent/Project Clerk of Works will compile a Schedule of Defects within fourteen days of the expiry of the Defects Liability Period.

The Architect/Employers Agent 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 28 days. The project Architect/Employers Agent will have the discretion to extend this period up to a maximum of 90 days subject to local conditions and the nature and complexity of any outstanding eligible Defects.

The Defects Liability Period will only be deemed to have expired upon receipt of a Certificate of Making Good Defects which should be signed and dated by the project Architect/Principal Contractor.

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 Defects 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 Defects 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/Principal Contractor/Employers Agent 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/Principal Contractor/Employers Agent 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 Defects Liability Period, including the final defect inspection for each specific plot will be the responsibility of the project Architect/Principal Contractor. ng homes reserve the right to attend the final defects inspections at its own discretion.

The Architect/Principal Contractor 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 within the designated site area. This will normally take the form of a joint visit with the Project 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 Architect /Principal Contractor's 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.

Other Related Strategies, Policies & Procedures

- Asset Management Strategy
- Design and Specification Policy
- New Build Post Scheme Appraisal Resident Consultation Policy
- Development Handover Procedures Policy
- Tenants Right to Repair Policy
- Repairs & Maintenance Policy
- Clerk of Works Procedures

UK General Data Protection Regulation 2021

The ng group will treat your personal data in line with our obligations under the UK General Data Protection Regulation 2021 (UK GDPR) and our own Data Protection Policy. Information regarding how your data will be used and the basis for processing your data is provided in our Fair Processing Notice.

Equality Impact Assessment

This policy is equally applicable to all and has no detrimental impact on protected characteristic groups as specified within the Equality Act 2010.

Policy Review

This policy will be reviewed every three years, or earlier, in line with regulatory or legislative changes and / or good practice guidelines.