



## **POLICY FOR HANDOVER OF COMPLETED DEVELOPMENTS**

<b>Date Approved</b>	<b>Proposed Review Date</b>
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<b>Chair Person/Office Bearers Signature:</b>	

**CASSILTOUN HOUSING ASSOCIATION LTD**  
Castlemilk Stables, 59 MACHRIE ROAD, GLASGOW G45 OAS

**Cassiltoun Housing Association is a recognised Scottish Charity no. 035544**

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**POLICY FOR HANDOVER OF COMPLETED DEVELOPMENTS**

**1.0 POLICY OBJECTIVES**

- 1.1 This policy clarifies Cassiltoun's expectation on all parties involved in the handover of development projects.
- 1.2 It is the Association's policy to maintain and improve properties and to develop new projects to the highest achievable standards. The Association aims to have its new developments occupied at the earliest opportunity following practical completion. Clear handover procedures assist in
- a) ensuring the minimum inconvenience to tenants
  - b) minimizing security costs incurred by the Association
  - c) contributing to quality in construction standards via appropriate inspection processes.
  - d) facilitating the prompt pre-allocation of properties by the Operations Team, therefore mitigating against potential delays in habitation and financial losses to the Association.
- 1.3 Therefore, prior to any handover, the Association's professional consultants will inspect and assess whether the works have achieved an appropriate standard and level to permit Practical Completion/Partial Possession certification.

**2.0 LEGAL AND REGULATORY FRAMEWORK**

- 2.1 As a registered social landlord, Cassiltoun HA must comply with the Regulatory Standards of Governance and Financial Management set out by Scottish Housing Regulator. Standard 2- *'The RSL manages its resources to ensure its financial well-being and economic effectiveness'* is of relevance to this Policy.
- 2.2 Every major development contract let by the Association will contain detailed procedures for handover and provision for financial recompense (liquidated and ascertained damages).

**3.0 EQUAL OPPORTUNITIES STATEMENT**

- 3.1 We recognise our pro-active role in valuing and promoting diversity, fairness, social justice and equality of opportunity by adopting and promoting fair policies and procedures. We will check this policy and associated procedures regularly for their equal opportunity implications, taking appropriate action to address inequalities likely to result or resulting from the implementation of the policy and procedures. We are committed to providing fair and equal treatment to all applicants including tenants and will not discriminate against any on the grounds of race, colour, ethnic or national origin, religion, age, gender, sex, sexual

orientation, marital status, family circumstances, employment status or physical ability.

#### **4.0 RESPONSIBILITY**

- 4.1 It shall be the responsibility of the Association's Development Consultant to liaise with the Architect/ Employer's Agent to ensure that all the agreed procedures are implemented. This includes the incorporation of this policy within tendering documents for main contractors.

#### **5.0 VARIATIONS**

- 5.1 The standard contractual requirements stated in Appendix 1 represent the Association general requirements for major housing developments. These may only be varied for inclusion in the Building Contract following consultation with the Association and the agreement of the Regeneration Sub-Committee.
- 5.2 The contractual requirements and procedures for handover specified in the Building Contract will not normally be varied at practical/partial completion stage; deviation from the procedures at that stage will only be permitted in extreme circumstances, and following full consultation with the Association's Director of Operations.

#### **6.0 PROGRAMME**

- 6.1 The Main Contractor will be instructed to provide a contract programme at site start which will indicate proposed completion dates (on a phased basis, if appropriate). Progress to programme will be monitored on a regular basis primarily at site meetings.

#### **7.0 PHASING OF HANDOVERS**

- 7.1 A phased handover or Partial Possession may be agreed for large contracts. The Association will only permit late or separate handovers of external works in exceptional circumstances i.e. where the safety and security of residents will not be compromised.

#### **8.0 LIAISING WITH HOUSING SERVICES**

- 8.1 The Housing Manager (Services) will be kept fully apprised of anticipated handover dates and will be invited to attend a pre-handover inspection - normally attended by the Lead Consultant, Clerk of Works, Director of Operations, Housing Manager (Property) and Development Consultant. Visits may also be arranged, with the consent of the Main Contractor, for the Association's Board of Management.

- 8.2 The Lead Consultant and/or the Clerk of Works will arrange demonstrations of window operation and heating system operation for Operations Staff.

### **9.0 METER READINGS**

- 9.1 At Practical Completion, the Clerk of Works and the Main Contractor's Site Agent will read all meters and both parties will sign a schedule recording readings on an individual flat/property basis.
- 9.2 It is the Main Contractor's responsibility to make payment for all services utilised prior to handover.
- 9.3 The Main Contractor will therefore be required to contact the utility companies involved - to confirm the date of handover, to provide details of meter readings at that date, and to arrange for accounts to be forwarded to them for settlement.
- 9.4 The Association will also retain copies of this information.

### **10.0 ENERGY PERFORMANCE CERTIFICATE**

- 10.1 An Energy Performance Certificate must be provided for each property prior to handover.
- 10.2 Each EPC must be based on an appropriate on-site survey carried out by a qualified EPC Assessor. Cloning is not permitted.
- 10.3 Each EPC must contain a unique 20-digit number indicating it has been registered on the HEEDs database.

### **11.0 INFORMATION TO BE PROVIDED TO RESIDENTS**

- 11.1 The Lead Consultant will prepare a User Manual for all properties prior to Completion and these will be passed to the Operations Team for issue to tenants. The information contained within the Manual must include the following emergency telephone numbers and manufacturer's operating instructions/literature.
- 11.2 A draft version of the User Manual must be submitted to CHA for editing prior to it being issued to residents. Therefore, the Lead Consultant must allow sufficient time for the drafting of the document.

**12.0 LATE HANDOVER/ DAMAGES**

12.1 It is the Association's Policy to levy Liquidated and Ascertained Damages (subsequent to an assessment by our professional consultants of any claims lodged by the Main Contractor for extensions of time) arising from the late practical completion of a project. The Association's Board of Management will be kept fully apprised on this issue. Please refer to CHA's separate Policy on L+ A damages.

**13.0 POLICY REVIEW**

13.1 This policy will be reviewed as required, and certainly within a period of no greater than three years.

## **APPENDIX 1: - STANDARD CONTRACTUAL REQUIREMENTS FOR HANDOVER**

### **Practical Completion**

Practical completion shall be held to mean that the works are physically complete and in compliance with the Architect's/ Employer's Agent's interpretation that the works are ready for occupation including all associated external works.

The Contractor must give to the Architect a minimum of 5 weeks advance notice of the anticipated date for practical/partial completion so that a preliminary snagging of the works and assessment of completion can be carried out. Should the work not be sufficiently advanced at this stage then the inspection will not take place and the anticipated date of practical/partial completion will be put back by multiples of 7 days.

A final snagging will take place after completion of the works and prior to practical/partial completion.

Practical/partial completion will again be delayed by multiples of seven days should the works be unsuitable for occupation.

Prior to notification of Practical Completion being given, it will be necessary for the Local Building Control Department to issue a Completion Certificate for the Works.

The granting of the Practical Completion certificate is also subject to:-

- Environmental Health approval to drainage
- Receipt of Building Control of electrical completion certificates
- The handing over of the Health and Safety File
- The handing over of a valid Energy Performance Certificates for each property that must be registered on the HEEDS database.

The Contractor must make due allowances in the programme for the above requirements.

## **Handovers**

Handover will only be accepted by the Association before 12 Noon on any day Monday to Thursday inclusive. The Association shall be given a minimum of 21 days notice in writing by the Contractor of the completion date of the works or any part thereof. It is the responsibility of the Contractor to ensure that the Association has received such notification.

The Association is unable to accept handover in the two-week period prior to annual holiday periods such as Christmas, Easter and the "Glasgow Fair". The Contractor must make due allowances in their programme for this requirement.

At handover all keys must be available to the Association.

The Contractor will be required to provide 24-hour security service on the site for a period of 14 days after practical completion of the works.