



COTSWOLD
DISTRICT COUNCIL



GLOUCESTER
CITY COUNCIL



Appendix 5

Disabled Facilities Grant (DFG) - Professional Services Guidance Gloucestershire

It is strongly recommended that you appoint an agent/surveyor to act on your behalf to assist you through the grant process, although it is your choice whether or not you use the services of an agent and who you choose to appoint as your agent”.

Agents hired in respect of works that are grant aided will be expected to operate under the following guidance.

Works carried out by an agent and associated costs incurred before grant approval is given are usually the responsibility of the client to pay. Reasonable costs, i.e. surveyors' fees etc could be approved before full application and approval (but not retrospectively). Discretion will be applied to situations where the grant cannot proceed for reasons outside the client's control.

Disabled Facilities Grant (DFG) – Professional Service Guidance Gloucestershire document is adhered to by Cheltenham Borough Council, Cotswold District Council, Stroud District Council, Forest of Dean District Council and Tewkesbury Borough Council.

Gloucester City Council have their own specific protocols in place for Agents/Contractors to follow. Please visit Gloucester City Council website; Help available to support people with disabilities live independently - Gloucester City Council.

Works should not commence until written grant approval is obtained.

Glossary

Act = Housing Grants, Construction and Regeneration Act 1996

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

Client = Applicant for a DFG in accordance with S.24 of the Act, may also be known as the Service User.

Grant Officer = Officer from the (District / Borough / City) Council. They could also be called a Technical Officer, Private Sector Housing Officer or an Environmental Health Officer (EHO).

Section 1 – Agent requirements

1.1 - Works should not commence until written grant approval is obtained.

1.2 - Agents must have full professional indemnity insurance.

1.3 - Agents should 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. Agents should make it clear to clients when they may be available to start work.



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Section 2 – Contractual Issues

2.1 - There should always be a written contract and the JCT Minor Works Contract or equivalent should be used where the proposed scheme costs more than £10,000.

2.2 - Agents are advised to ensure that the standard contract is amended such that their clients' interests are protected in respect of damages arising due to possible delays on site, or in grant payment, as a result of the grants procedure. Such damages cannot be funded by the grant system.

2.3 - Grants are approved on the basis they will be paid in whole on completion of the works and interim grant payments are only available subject to local policy and obtaining prior written agreement.

2.4 - District Council will consider interim payments for specialist, complex and large-scale projects for agents and contractors. In these instances, it has to be confirmed in writing with the relevant awarding district council.

2.5 - Clients may self-fund via savings or loans, apply for charitable funds or a social care grant. Refer to Your Circle - DFG for more information. Agents are encouraged to inform district council where they feel clients require support with their applications for additional funding wherever possible.

Section 3 - Schedule of Works

3.1 - Agents must produce a detailed specification/schedule of works based on the information issued by the grant officer. The specification shall be produced in full consultation with the client, grant officer and occupational therapist. The scheme of works will require written agreement from all parties prior to the required tender procedure.

3.2 - The Schedule of works must include details of any specialist equipment, in consultation with the occupational therapist, who may provide quotes from suppliers.

3.3 - The Schedule of works must state quantities of materials, such as, stating areas of tiling, decoration.

3.4 - Alterations to schedule of works (SOW) after occupational therapist and grant officer approval may result in additional work for the agent but should be covered by the likely increase in the approval amount and therefore agent's percentage.

Section 4 – Progressing the work

4.1 - All agents/contractors must adhere to CDM 2015 regulations which covers all ACMs and Health and Safety on construction projects.

4.2 - 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



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the formal written approval document. They must stress also that grant funding is only available for eligible work, subject to agreement by all parties.

4.3 - Clients must be appraised of plans, specifications and builders' quotations 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.

4.4 - To enhance and support efficiencies of DFG service delivery digital copies of warranties are acceptable.

4.5 - 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 making arrangements for a suitably qualified person to meet this requirement.

4.6 - Where delivery of DFG can be enhanced to help increase efficiencies for the delivery of the DFG service – it is permissible to use modern technology e.g. Video conferencing to enable these site visits to be completed in a time sensitive way.

4.7 - Agents must not allocate or sub-contract work to other agents without the written permission of the client and the council.

4.8 - 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 district council in writing.

4.9 - 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 district council on request.

4.10 - Agents must have no external business interests which may be detrimental to work undertaken on behalf of their client.

4.11 - Gifts or inducements of any description must not be offered to council staff.

4.12 - Contractors invited to tender for grant aided work must be competent, familiar with good building practice, relevant British Standards, Building Regulations and be fully insured.

4.13 - 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 grant officer.

4.14 - 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 grant officer.

Section 5 – Quotes

5.1 - Unless specially agreed by the district council in writing, at least two (or three where work exceeds £30,000) fully itemised competitive tenders must be sought for each contract to comply with the district council procurement rules. The two lowest fully itemised and priced tenders must be submitted to the district council as part of the grant application.

5.2 - Where the works are urgent, or specialist one quote may be accepted but only with the clear agreement of the district council and the occupational therapist.



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5.3 - The district council can request breakdown of costs to ensure sound public expenditure – these demands should not however be unreasonable and delay the process. Invoices describing the item 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.

5.4 - Any problems relating to the approved scheme, or its progress must be immediately notified to the client, occupational therapist, and the district council.

5.5 - Planning permission, listed building consent and/or building regulation approval, party wall agreements, flood risks and asbestos report 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

Section 6 – Additional works and Variation Orders (VO)

Note: 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.

6.1 - All additional or unforeseen work or a change of contractor must immediately be notified to the grant officer and client. 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 district council to pay for such works until specific written agreement is given for the Variation Order and is subject to the maximum grant allowed.

6.2 - Agreement is subject to both the provision of a specification of the additional works from the agent together with a reasonable price for the work from the contractor on site and sufficient funds being available to the district council.

6.3 - District Council will be focussed on ensuring that Variation Orders are completed within 1 working day. A prompt response will be provided through district Council - It is recognised that delays in funding approval for variations increases the risk of lost working days on site and potentially increases the delay for the client in receipt of the service.

6.4 - All variation requests must be followed up in writing, detailing the works and costs.

Section 7 – Payments and fees

7.1- Payments are made directly to the contractor, not via their agent.

7.2 - If the client has an assessed client contribution, then on production of the contractor invoice it is expected that the contribution will be paid prior to payment from the DFG. If 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 district council.

7.3 - Where the value of a single contract exceeds £10,000 'agents will arrange for a contractor to return to sort out any queries/snagging items within the 12-month warranty period.



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7.4 - In the event the works are abandoned for reasons within the client's control, then the costs for any work carried out by agent will be payable by the client and must be settled as soon as possible.

7.5 - 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.

7.6 - Any increase would need to be an individual agreement with the district council concerned.

7.7 - The maximum percentage is currently fixed at 15% plus VAT, subject to the maximum grant limit. But Agents should note that this is usually the maximum sum payable, and each scheme will be judged on its complexity. Maximum fees can only be paid where the agent completes all works to the grant officer's, client, and occupation therapist satisfaction.

7.8 - Agents fees will be capped at £7,500.00 plus VAT and this will be applied to larger cases (such as ground floor extensions). This limit may be raised at the district council's discretion where significant extra work from the agent is identified and agreed in advance.

Note: Professional fees can usually only be considered for grant purposes where an application proceeds to full approval, however, please reference the section titled Abortive fees within the document for instances where assistance can be provided at the discretion of the district council.

7.9 - In the event the works are abandoned for reasons not within their control e.g. where an agent/contractor is providing a service through DFG and:

- A client passes away;
- Deterioration of function/health requiring a house move;
- Death of a relative/carer resulting in moving home etc

Then abortive fees will be considered by the district council on a case-by-case basis. agents/contractors are encouraged to liaise directly with the district council to discuss the abortive fee to be awarded in each particular instances.

7.10 - **Abortive fees – Fee proposal DFG cases Gloucestershire**

Fee Payment Stage	Stage Description at time of grant is discontinued	Less complex DFG works
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	£650.00
6	Tenders received & works; costs plus VAT checked.	80% of fee charged on agreed tender
7	After the building contract issued and start date confirmed	85% of fee charged on agreed contract sum
8	Grant discontinued after commencement of contract; works may not have started.	90% of fee charged on agreed contract sum

- **Complex DFG cases abortive fees proposals (such as ground floor extensions) need to be discussed directly with the district council.**
- **The determination will be made through the circumstances of each case and the discretion to award remains with the district council.**
- **Abortive Fee payment stages listed is not cumulative. Final payment will be according to stage where abortive fees application has been submitted.**

7.11 - Fees shall be calculated using the latest estimate/tender cost provided.

7.12 - Feasibility fees can be increased, at the district council's discretion, where the work involved in that visit/study is more complex - i.e. planning and ancillary charges may be considered on a case by case basis

Section 8 – Final payments and sign off

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

- Contractor's Invoices
- Completed Customer Satisfaction Certificate*
- Agent Completion Certificate
- Agent fee invoices
- All warranties and guarantees relating to works carried out. Digital copies are sufficient.
- All certificates including Electrical, Gas Safety, FENSA etc.
- Building Regulations compliance confirmation.
- Invoices / receipts for all ancillary services.
- Written approval of completed works from the OT.
- Any other relevant documents as requested by the grant officer **



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*The grant officer will be flexible regarding the requirement for a customer satisfaction certificate and grant payment

**The grant officer should make any requirements for further documentation known at the tendering stage rather than when work is complete

8.2 - Once all documents are submitted and the local authority are satisfied all the statutory requirements are met for the funding to be approved; the district council will process the payment within 30 days.

8.3 - The Agent/Contractors have the right to raise concerns/complaint in regard to delays for payment to be actioned through the district council complaints process. Please reference each district council complaints process for full details on how to report concerns.

Cheltenham Borough Council

01242 264208

disabledfacilities@cheltenham.gov.uk

Forest of Dean District Council

01594 810000

housingadaptations@fdean.gov.uk

Stroud District Council

01453 754478

environmental.health@stroud.gov.uk

Cotswold District Council

01285 623000

housing.grants@cotswold.gov.uk

Gloucester City Council

01452 396396

heretohelp@gloucester.gov.uk

Tewkesbury Borough Council

01684 272195

ehenquiries@teWKesbury.gov.uk