



Pyrite Remediation Scheme

Guide for Scheme Participants

3rd Edition

February 2019

Disclaimer

The contents of this Guide are believed to be correct at the time of production. The Housing Agency makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the guide or any information, products or services referred to in it. Any reliance you place on such information is therefore strictly at your own risk. In no event will the Housing Agency be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising out of, or in connection with, the use of this Guide.

Table of Contents

Definitions	3
1. Introduction	4
2. Programming of Remediation	5
3. The Pyrite Remediation Process	6
3.1 Stage 3: Remedial Work Plans	6
3.2 Stage 4: Tender and Tendering Analysis	8
3.3 Stage 5: Decision to Contract	9
3.4 Stage 6: Dwelling Remediation	9
3.5 Stage 7: Retention Period	12
3.6 Stage 8: Application Closure	12
4. Communication	12
4.1 Project Managers	12
5. The Homeowner’s Agreement	13
5.1 Certificate of Remediation	13
5.2 Remedial Works Plan	13
5.3 Pyrite Remediation Scheme	13
5.4 30-Day Notice	13
5.5 Homeowner’s Insurance Declaration	14
6. Recouping Expenses	14
6.1 Recoverable Expenses	14
6.2 Valid Claim	15
6.3 Valid Receipts	15
6.4 Combining Expenses	15
6.5 Alternative Accommodation Expenses for Occupants	16
6.6 Timeframe for Claims	17
6.7 Timeframe for Payment	18
6.8 Payment Arrangements	18
7. Dwelling Inspections	18
8. Offences and Penalties	18
9. Further Information	18
10. Frequently Asked Questions	19

Definitions

Act means the Pyrite Resolution Act, 2013.

Board means the Pyrite Resolution Board (PRB) established under the provisions of the Act.

Certificate of Remediation means the certificate of remediation that will be procured from the Engineer following the Remedial Works, the form of which is set out in the First Schedule to the Homeowner's Agreement.

Engineer means a consulting firm of appropriate competency and with equivalent adequate insurance who may be retained from time to time by the Housing Agency to survey, prepare Remedial Works Plan, conduct tendering for Works Contractors and oversee and certify completion of the Remedial Works and to furnish the Certificate of Remediation.

Homeowner's Agreement means the agreement entered into between the Owner and the Housing Agency.

Housing Agency shall include its servants, Contractors, agents, invitees, successors in title and assigns.

Owner shall include his/her/their executors and administrators.

Project Manager means the person assigned by the Housing Agency to be the Housing Agency's main representative and point of contact for the Scheme Participants in a project.

Remedial Works means any works to be undertaken by the Housing Agency in accordance with the Homeowner's Agreement and in accordance with the Remedial Works Plan and which shall include any works undertaken by the Housing Agency including testing if deemed appropriate.

Remedial Works Plan means the specification for the Remedial Works prepared by the Engineer and set out in the Second Schedule to the Homeowner's Agreement.

Scheme means the Pyrite Remediation Scheme established under the provisions of the Act.

Snag List means a list of defects consequent upon and arising out of the Remedial Works which have not been properly completed.

Testing means any testing required by the Housing Agency.

Works Contractor means a suitable competent builder who is employed by the Housing Agency to carry out the Remedial Works, it shall include its servants, Contractors, agents and invitees.

1. Introduction

The Pyrite Remediation Scheme (Scheme) has been set up to remediate dwellings that have been significantly damaged as a result of pyritic heave caused by the swelling of hardcore under ground floor slabs. The Scheme has been prepared by the Pyrite Resolution Board (PRB) under the Pyrite Resolution Act 2013.

The details, terms and conditions and eligibility criteria of the Scheme are set out in a separate document “Pyrite Resolution Board - Pyrite Remediation Scheme”, a copy of which can be downloaded from

<http://www.pyriteboard.ie/Pyrite/media/Pyrite/Updated/Pyrite-Remediation-Scheme.pdf>

The stages in the Scheme are as follows:

Stage 1: Application & Validation

Stage 2: Assessment and Verification Process

Stage 3: Remedial Works Plans

Stage 4: Tendering and Tender Analysis

Stage 5: Decision to Contract

Stage 6: Dwelling Remediation

Stage 7: Retention Period

Stage 8: Application Closure

The purpose of this guide is to provide further information to applicants whose dwellings have been included in the Scheme. Therefore, the “applicant” is referred to as the “Scheme Participant” throughout this guide.

The guide explains what is involved in Stages 3-8 of the remediation process and what is required of Scheme Participants during these stages.

The guide also provides information to the Scheme Participant on other aspects of the Scheme, such as the programming of Remedial Works, the Homeowner’s Agreement, the process for recouping expenses, etc.

In addition, there is a section answering frequently asked questions from Scheme Participants (See Section 10).

2. Programming of Remediation

In order to secure the most beneficial, effective and efficient use of the funds available to the Scheme, the PRB is grouping dwellings into projects, for the purpose of a project-based programme of pyrite remediation. In large estates, the dwellings may be separated into two or more projects, each forming separate Remedial Works Contracts.

The PRB and Housing Agency will programme the projects to ensure they are carried out in an orderly and efficient manner having regards to:

- a) the relative severity and impact of damage attributable to pyritic heave in dwellings,
- b) the relative urgency of the need for remediation,
- c) the resources (including financial) available or likely to be available to the PRB for the Scheme,
- d) any recommendation from the Housing Agency as to the priority that may be afforded to the remediation of a particular dwelling, and
- e) the readiness of projects to proceed, technical considerations and the availability of alternative accommodation.

Where the PRB has been advised by a competent person that an approved dwelling is affected by an emergency, it may give a direction to the Housing Agency to prioritise the carrying out of pyrite remediation of that dwelling on an exceptional basis.

For each project, a specific programme will be developed for the execution of the Remedial Works. In many cases the Remedial Works will be carried out on a phased basis, i.e. not all dwellings in a project will commence remediation at the same time.

The PRB and Housing Agency appreciates that Scheme Participants have been waiting for a considerable period of time for an effective solution for the remediation of pyritic damage to their dwellings. The cooperation and understanding of Scheme Participants is required during the programming and execution of the Remedial Works.

3. The Pyrite Remediation Process

The Housing Agency is responsible for the implementation of the remediation process after the dwelling is included in the Scheme, i.e. Stages 3 - 8. The following sections explain the main activities that occur at each of these stages.

3.1 Stage 3: Remedial Work Plans

The Housing Agency undertakes the procurement of professional services and the preparation of the Remedial Works Contracts in Stage 3. These activities are referred to as:

- a) Stage 3a – Planning/Scheduling
- b) Stage 3b – Preparing Tender

3.1.1 Stage 3a - Planning/Scheduling

The Housing Agency prepares documents for the dwelling or dwellings included in a project in order to procure the professional services of an Engineer. These documents describe the project, the services required, the dwelling(s), the Building Condition Assessments and set out the conditions of engagement of the Engineer etc.

These documents are packaged together to form a tender and issued to the Framework Participants for Construction Design Professional Services (a list of Engineers already prequalified to carry out this type of work) for return in approximately 2-3 weeks. The period of time depends on the complexity of the project. The Engineer returns his/her tender for the work on or before the date and time specified. Normally, the Housing Agency, on consideration of valid tenders, proceeds to appoint the Engineer with the most economically advantageous tender.

The procurement of the Engineer is undertaken in accordance with national procurement guidelines and EU procurement regulations. Specifically, such procurement is in accordance with the European Communities (Award of Public Authorities' Contracts) Regulations 2006 - S.I. No.329 of 2006, where applicable.

Scheme Participants are notified when an Engineer is appointed for their dwelling. The Housing Agency also assigns a Project Manager to each project. The Project Manager is the Housing Agency's main representative and point of contact for the Scheme Participants in a project.

3.1.2 Stage 3b - Preparing Tender

Once the Engineer is appointed, he/she will commence the preparation of the Remedial Works tender documents to procure a Works Contractor to remediate the dwellings in the project. This process involves several activities, including;

- a) Surveying the dwellings,
- b) Preparing the Remedial Works Plans, and
- c) Preparing the tender documentation.

3.1.2.1 Dwelling Survey

The Engineer carries out a detailed survey of each dwelling, to determine and record the damage caused by pyritic heave in the dwelling.

It should be noted that the survey is not a full condition survey of the dwelling and will therefore not address any other defects, damage or substandard work, if such exists. Any such defects, damage or substandard work that is observed during the survey, not attributable to pyritic heave, is outside the scope of the Scheme. It will not form part of the Remedial Works Plan and should therefore be investigated by the Scheme Participant's own building professional.

Any concerns the Scheme Participant has regarding health and safety or structural stability should also be investigated by the Scheme Participant's own building professional or the relevant service providers (e.g. if there is a smell of gas in the dwelling; Gas Networks Ireland should be contacted) as a matter of urgency. The Scheme Participant's own building professional (or the relevant service provider) will be able to advise on the severity of the issue and the appropriate action that should be taken to mitigate any health and safety risk.

The Engineer carries out a survey of finishes, fixtures and fittings in each dwelling and assesses them for re-use. This assessment determines whether the items will be retained or replaced.

3.1.2.2 Remedial Works Plan

Based on the survey the Engineer prepares a Remedial Works Plan specifically for each dwelling in a project. The Remedial Works Plan describes the nature and extent of the Remedial Works to be undertaken and will be used in tendering for a Works Contractor.

The Engineer prepares a specification for each element of the Remedial Works to ensure compliance with standards in terms of products and workmanship.

The reinstatement of building elements (e.g. walls, floors, etc.) in the dwelling will normally be on a “like for like” basis relative to a standard that existed prior to the occurrence of damage caused by pyritic heave, having regard to good building practice.

Where possible, fixtures and fittings, e.g. kitchen units, sanitary ware etc., will be removed as necessary during the Remedial Works and reinstated on completion of the Remedial Works. Any fixtures and fittings damaged as a result of pyritic heave will be repaired or replaced if necessary. Replacement, where necessary, of finishes, fixtures and fittings will generally be on a like for like basis, in consultation with the Scheme Participant. However, expensive or difficult to source finishes, fixtures or fittings will be replaced by those of good serviceable quality.

3.1.2.3 Tender documentation

The Engineer is responsible for the preparation and co-ordination of all tender documentation for the procurement of the Works Contractor. On complex projects, a Quantity Surveyor and a Mechanical and Electrical Engineer may also be involved in preparing some of the tender documents. For example, a Quantity Surveyor may prepare the Bill of Quantities.

On some projects, the Engineer may carry out some ground investigations in or around dwellings (e.g. to establish the depth of hardcore) or may sample and test hardcore in a dwelling.

3.2 Stage 4: Tender and Tendering Analysis

The procurement of Works Contractors is undertaken in accordance with national procurement guidelines and EU procurement regulations. Specifically, the procurement of Works Contractors is in accordance with the European Communities (Award of Public Authorities' Contracts) Regulations 2006 - S.I. No.329 of 2006, where applicable.

Once the documentation prepared by the Engineer in Stage 3 is complete, the tender for the Remedial Works Contract is issued to the Framework Participants for Remediation Works Contractors (a list of Contractors already qualified to carry out this type of work) for return in 4-5 weeks. Tendering and the tender analysis are

carried out in accordance with the rules of the Framework.

Scheme Participants are notified when the Remedial Works contract for their dwelling is out for tender. The Scheme Participants are also sent the Homeowner's Agreement at this stage. See Section 5 for further information on the Homeowner's Agreement.

3.3 Stage 5: Decision to Contract

The Housing Agency reports to the PRB on the tenders received for the Remedial Works Contract and analysed in accordance with the rules of the Framework. The Housing Agency recommends a Works Contractor for the award of the contract. The PRB issues approval to proceed with awarding the Contract, or otherwise, following consideration of the overall budget and programme.

Subject to proper tendering procedures, the Remedial Works Contract is awarded by the Housing Agency to the successful Works Contractor. The Housing Agency and the Engineer liaise with the Works Contractor designate prior to awarding the Contract to ensure all conditions are met. A starting date and programme for the Remedial Works are agreed during this period. This process can take several weeks.

Scheme Participants are notified when the Remedial Works Contract for their dwelling has been awarded.

3.4 Stage 6: Dwelling Remediation

To enable the Works Contractor to carry out the Remedial Works, dwellings must be vacated and all contents removed. Scheme Participants are notified, not less than 30 days in advance of the date that the dwelling must be vacated.

The Scheme Participant arranges the removal of the entire contents of the dwelling and the appropriate storage and safekeeping of same until the Remedial Works are completed. Any contents left in the dwelling or on the property will be at the sole risk of the owner.

The Scheme Participant is responsible for notifying service providers, insurance companies and lending institutions that the dwelling is vacant and the date of commencement of the Remedial Works. The Scheme Participant is responsible for any additional premiums charged by service providers, insurance companies etc., arising from the Remedial Works.

The Scheme Participant is not required to disconnect ESB, Gas and Water services.

The Scheme Participant is responsible for maintaining insurance cover on the dwelling and his/her contents (wherever stored) during the course of the Remedial Works. Insurance cover should be for the full reinstatement value of the dwelling, including professional fees. Failure to provide adequate insurance cover will result in the Scheme Participant's dwelling not being remediated.

The Scheme Participant or dwelling occupants must vacate the dwelling on the specified date to enable the Works Contractor to carry out the Remedial Works. The Remedial Works should normally not take more than 3 months from the date of obtaining vacant possession.

The Scheme Participant accepts that he/she will have no access to the dwelling during the Remedial Works except by prior appointment agreed with the Engineer or Project Manager.

3.4.1 The Remedial Works

The Remedial Works commence and proceed in accordance with the Works Contractor's remediation programme. All Remedial Works undertaken to the dwelling are carried out in accordance with the Irish Standard 398-2: 2013, published by the National Standards Authority of Ireland, (I.S. 398-2: 2013: Reactive pyrite in sub-floor hard core material – Part 2: Methodology for remediation works).

The Remedial Works are confined to the removal of hardcore from under the ground floor of the dwelling and from within 500mm of the perimeter of the dwelling. In general, the Remedial Works include the following:

- a) removal of the floor slab and hardcore material;
- b) disposal of the excavated hardcore;
- c) repair of substructures (where necessary);
- d) installation of replacement hardcore and underfloor services;
- e) installation of radon sump, membrane (where necessary) and insulation;
- f) installation of new concrete floor slab;
- g) repair of structures above ground floor level (e.g. walls, ceilings etc.);
- h) removal of hardcore material from the perimeter;
- i) reinstatement of external perimeter environment;

- j) reinstatement of services, internal elements, fixtures and fittings, etc.

In relation to finishes, the Works Contractor provides samples of replacement finishes (e.g. flooring samples, paint colour ranges, etc.) for Scheme Participants to choose from.

The Engineer monitors the execution of the Remedial Works for compliance with I.S. 398-2: 2013: Reactive pyrite in sub-floor hard core material – Part 2: Methodology for remediation works.

The Engineer inspects the Remedial Works at critical points during the process in order to issue a Certificate of Remediation, in accordance with Annex B of I.S. 398-2: 2013: Reactive pyrite in sub-floor hard core material – Part 2: Methodology for remediation works, for each dwelling.

Defects uncovered during the course of remediation relating to the structural stability and the health and safety of occupants, which will be covered over during the remediation process, may be remedied.

3.4.2 Snag List

Once the Remedial Works are complete, the Engineer inspects the dwelling for snags. The Engineer invites the Scheme Participant to visit the dwelling after his/her initial inspection. The Engineer may incorporate relevant comments from the Scheme Participant into the Snag List. The Engineer forwards the Snag List to the Works Contractor to be addressed and sends a copy to the Scheme Participant. When the items on the Snag List have been addressed the Engineer invites the Scheme Participant to view the dwelling again. In the case of any dispute with regard to the Snag List, the matter shall be determined by the Engineer, whose decision shall be final.

3.4.3 Re-occupation

The Project Manager or Engineer informs the Scheme Participant of the completion of the Remedial Works and the date the dwelling can be re-occupied. The Engineer issues the Scheme Participant with the Certificate of Remediation. The Scheme Participant confirms receipt of the keys and the Certificate of Remediation. The Scheme Participant should notify insurance companies, service providers and lending institutions of his/her return.

3.5 Stage 7: Retention Period

The Engineer will assess defects associated with the Remedial Works which are notified to the Housing Agency in writing by the Scheme Participant within a period of 11 months from the date of the Certificate of Remediation. The Housing Agency agrees to repair any defects which arise, within this period, as a result of the Remedial Works only.

3.6 Stage 8: Application Closure

The application is considered closed after the period of 11 months or once the particular defects, if any, referred to in Section 3.5 are repaired.

4. Communication

The PRB, the Housing Agency and their representatives' endeavour, at all times, to keep Scheme Participants informed of progress.

4.1 Project Managers

The Housing Agency assigns a Project Manager to each project. The Project Manager acts as the Housing Agency's main representative and point of contact for Scheme Participants in a project. The Scheme Participant is notified of the Project Manager and his/her contact details. The Project Manager oversees the remediation process for all dwellings in a project.

In the Homeowner's Agreement, the Scheme Participant agrees to nominate a sole point of contact for all and any matters. This should be the person who liaises with the Project Manager, PRB or Housing Agency.

Scheme Participants should direct all communication regarding the remediation process for their dwelling to the designated Project Manager. Communications should, in general, be by email, quoting the unique reference number assigned to the dwelling, the Scheme Participant's name and the full address of the dwelling. For other queries, the Housing Agency can be contacted by email at pyriteproject@housingagency.ie and the PRB can be contacted by email at info@pyriteboard.ie

Scheme Participants can track progress of their application through the various stages by logging on to the online system at <https://applications.pyriteboard.ie/opa/>. In addition, Scheme Participants will receive notification emails as dwellings progress through the process.

5. The Homeowner's Agreement

The Homeowner's Agreement will be sent to all Scheme Participants prior to the Remedial Works commencing. Scheme Participants are required to read, sign and return the Agreement to the Housing Agency within 2 weeks.

By signing the Homeowner's Agreement, the Scheme Participant consents to the carrying out of the Remedial Works and accepts the terms and conditions set out in the Agreement. Failure to sign the Agreement or failure to comply with any of the terms and conditions of the Homeowner's Agreement may result in the Scheme Participant's dwelling not being remediated.

Separate legal arrangements will be put in place with Scheme Participants and management companies of apartment buildings.

5.1 Certificate of Remediation

The Homeowner's Agreement includes a blank copy of the Certificate of Remediation (Schedule One), for the Scheme Participant's information. The Scheme Participant will receive such a certificate for his/her dwelling at the end of the Remedial Works. This certificate is signed by the Works Contractor and the Engineer, confirming that the Remedial Works have been completed in accordance with the requirements of I.S. 398-2:2013, Reactive pyrite in the sub-floor hardcore material – Part 2: Methodology for remediation works.

5.2 Remedial Works Plan

The Homeowner's Agreement sets out the terms and conditions under which the Housing Agency will carry out or procure the carrying out of the Remedial Works. The Agreement includes a copy of the Remedial Works Plan for the dwelling (Schedule Two), which identifies the extent and nature of the work to be carried out on that dwelling.

5.3 Pyrite Remediation Scheme

A copy of the Pyrite Remediation Scheme document is also included in the Homeowner's Agreement (Schedule Three). This is provided for ease of reference and completeness.

5.4 30-Day Notice

The Homeowner's Agreement requires that Scheme Participants must vacate and remove the contents of the dwelling by a specified date. The actual date may not be available at the time the Homeowner's Agreement is issued, but in all cases the

Scheme Participants will be notified, not less than 30 days in advance of the date that the dwelling must be vacated. The dwelling must be vacant and free of contents to enable the Works Contractor to enter and remain in the dwelling to carry out the Remedial Works.

5.5 Homeowner's Insurance Declaration

Under the Homeowner's Agreement the Scheme Participant is responsible for insuring the dwelling and his/her contents during the course of the Remedial Works. Once the date for vacating the dwelling has been specified, the Scheme Participant should notify, in writing, his/her house insurance company of the impending Remedial Works. The Scheme Participant should then confirm he/ she has done so, to the Housing Agency, using the Homeowner's Insurance Declaration (Schedule Four to the Homeowner's Agreement). The Declaration should be signed, the notification attached and returned to the Housing Agency on or before the date required by the Project Manager. Insurance cover should be for the full reinstatement value of the dwelling, including professional fees.

6. Recouping Expenses

The Scheme covers the costs of certain expenses for Scheme Participants. These expenses may be recovered from the Housing Agency on foot of vouched expenses. The following sections explain the process.

One claim should be made for all recoverable expenses once the Remedial Works are complete. However, to avoid financial hardship to Scheme Participants, the Housing Agency may make full or partial payments to Scheme Participants, during the Remedial Works, where valid claims (including valid original receipts) are submitted.

6.1 Recoverable Expenses

There are three recoverable expenses in the Scheme and each has a maximum limit per dwelling, as per table below.

Recoverable Expense	Maximum Limit (Inclusive of VAT)
Building Condition Assessment	€500
Alternative accommodation	€4,500
Contents removal, storage and return	€2,500

No other expenses are recoverable in the Scheme.

6.2 Valid Claim

Once a dwelling has been included in the Scheme the Housing Agency will issue a Homeowner's Payment Request Form. To make a valid claim to the Housing Agency, the Homeowner's Payment Request Form must be completed (by the Scheme Participant or nominated sole point of contact, if different) and accompanied by valid, original receipts.

6.3 Valid Receipts

A valid receipt for a recoverable expense should contain the following:

- a) name and address of the Scheme Participant (or the sole point of contact, if different),
- b) name, address and phone number of the service provider, e.g. the competent person who carried out the Building Condition Assessment (BCA), the landlord or person in receipt of payment for alternative accommodation, the removals/storage company in receipt of payment for removal and/or storage,
- c) details of the service provided, e.g. the BCA, the period of time covered by the alternative accommodation, the removal and/or storage,
- d) in the case of alternative accommodation, the address of that accommodation,
- e) total cost incurred for the service,
- f) signature of the service provider confirming receipt of payment from the Scheme Participant (or the sole point of contact, if different), and
- g) date the receipt was issued.

Scheme Participants may recoup alternative accommodation expenses paid to landlords, letting agencies, family members, friends etc., so long as a valid original receipt is submitted with a valid claim.

Payments will not be processed if the name on the receipt does not match the name on the Homeowner's Payment Request Form.

6.4 Combining Expenses

Where the Scheme Participant satisfies the Housing Agency in advance that suitable rental accommodation cannot be obtained for €4,500 or less, the expenses for accommodation and removal and storage of contents may be combined but are subject to an overall limit of €7,000 (including VAT).

In order to satisfy the Housing Agency that suitable rent accommodation cannot be obtained for less than €4,500, the following should be submitted to the Housing Agency;

- a) the type of alternative accommodation required based on number of people to be accommodated or other stated reason, and
- b) three examples of current prices for such accommodation in the required area.

The Housing Agency will examine the submission, make a determination as to whether these costs may be combined and notify the Scheme Participant.

No other combinations of expenses are permitted within the Scheme.

6.5 Alternative Accommodation Expenses for Occupants

In some cases, the Scheme Participant may not reside in the dwelling that is to be remediated, e.g. he/she rents the dwelling to others. Such a Scheme Participant may recoup alternative accommodation expenses for the dwelling occupant(s), if a valid claim is made to the Housing Agency.

A valid claim from a Scheme Participant for alternative accommodation expenses for the dwelling occupant(s) should include the following;

- a) Homeowner's Payment Request Form, completed by the Scheme Participant,
- b) a cover note from Scheme Participant, including
 - i. Full name and contact details of occupant(s) of the dwelling to be remediated,
 - ii. Proof of occupancy of the dwelling to be remediated (e.g. copy of tenancy agreement signed by Scheme Participant and occupant(s) or recent utility bill in the occupant's name), and
- c) a valid receipt of rental payment from the occupant for the alternative accommodation, containing:
 - i. name of the occupant,
 - ii. address of alternative accommodation for the occupant,
 - iii. name, address and phone number of the provider of the alternative accommodation (e.g. landlord, letting agency etc.),
 - iv. signature of the provider of the alternative accommodation (e.g.

- landlord, letting agency etc.) confirming receipt of payment,
- v. details of the amount received and the period of time it covers, and
- vi. date the receipt was issued.

6.6 Timeframe for Claims

Preferably, one claim should be made for all recoverable expenses once the Remedial Works are complete.

However, to avoid financial hardship to Scheme Participants, the Housing Agency may make full or partial payments to Scheme Participants, during the Remedial Works, where valid claims (including valid original receipts) are submitted.

In exceptional situations, the Housing Agency may consider paying costs upfront (i.e. when the Scheme Participant has not paid for the service already).

6.6.1 Upfront Payments

In order to be considered for upfront payments the Scheme Participant should provide the following:

- a) a letter detailing the reasons for why an upfront payment is necessary,
- b) details of what costs are requested upfront,
- c) an invoice for removal and storage costs or invoice/letter from landlord/letting agent, etc. outlining terms of the lease.

The Housing Agency will examine the submission, make a determination as to what costs, if any, may be paid upfront and notify the Scheme Participant.

Where costs are paid upfront, the Scheme Participant is required to submit a receipt confirming payment has been made for the particular services within one week of receiving the upfront payment.

The Housing Agency will make no further upfront payments to the Scheme Participant unless receipts, confirming payment, have been submitted in respect of the upfront payments already provided.

6.7 Timeframe for Payment

The Housing Agency aims to process payments within 14 days after receipt of a valid claim. However, a claim with no receipts, incorrect bank account details or an incorrectly completed Homeowner's Payment Request Form will not be processed until full documentation and correct details are received.

6.8 Payment Arrangements

All refund payments will be by electronic transfer.

7. Dwelling Inspections

The PRB and Housing Agency reserve the right to authorise inspections of the dwelling, to ensure compliance with the provisions of the Scheme and the Pyrite Resolution Act 2013. These inspections may be undertaken by the PRB or Housing Agency and their representatives, Works Contractors and their representatives or agents.

Notice will be given to the Scheme Participant prior to an inspection. An inspection of the dwelling may be undertaken up to the end of the defects period.

Inspections undertaken for the purpose of the Scheme involve no warranty by the PRB or the Housing Agency, or their representatives, as to the standards of the construction of the dwelling(s).

8. Offences and Penalties

It is an offence to furnish a false document or information. A person guilty of such an offence may be liable to a fine, costs and expenses.

9. Further Information

Further information on the Scheme is available at www.pyriteboard.ie

10. Frequently Asked Questions

Vacating the Dwelling

1) Q. How much notice will we be given to vacate our homes?

A. The Project Manager will communicate to the Scheme Participant, not less than 30 days in advance of a date to vacate the dwelling, to enable the Works Contractor to enter and remain in the dwelling to carry out the Remedial Works.

2) Q. How long will we be out of our homes?

A. The Remedial Works should normally not take more than 3 months from the date of obtaining vacant possession.

3) Q. Who do we give the keys and alarm code of the dwelling to, on the day we vacate the property?

A. The Project Manager or the Engineer will liaise with Scheme Participants in advance to arrange the handing over of keys and alarm code numbers.

4) Q. What happens if the contract overruns?

A. The Scheme Participant will be notified promptly, in the unlikely event of an overrun.

Services/Utilities

5) Q. Will we have to remove light fittings?

A. No

6) Q. Do we need to contact our service providers ourselves?

A. Yes. Scheme Participants need to notify their service providers before Remedial Works begin. Refer to Section 3.4 Dwelling Remediation

7) Q. Who will be responsible for organising gas/electricity cut off and reconnection fees?

A. The Works Contractor will isolate services, gas supply, electricity supply, water supply and drain down the heating system. Any reconnection fees are a matter for the Scheme Participant.

8) Q. Who pays for line rental for our landlines & TV when the dwelling is vacated?

A. The Scheme Participant is responsible for these costs.

9) Q. Who pays for electrical usage while the Contractor is onsite?

A. The Works Contractor will pay for any electricity used in connection with the Remedial Works.

10) Q. Will our alarm be affected?

A. In some situations the alarm may be affected depending on location and wiring. In any case, the Works Contractor will reinstate the alarm in the same condition and configuration as before the Remedial Works started.

11) Q. There is a charge of €95 for post redirection for 3 months, is this covered?

A. No. The only recoverable expenses in the Scheme are Building Condition Assessment, alternative accommodation, and the removal, storage and return of contents. See Section 6.0 Recouping Expenses.

12) Q. How will our house insurance be affected? Will temporary house insurance be needed in the alternative accommodation? Will this be covered?

A. Scheme Participant is responsible for maintaining insurance cover on the dwelling and his/her contents (wherever stored) during the course of the Remedial Works. Insurance cover should be for the full reinstatement value of the dwelling, including professional fees. The Scheme Participant / Occupant is obliged to tell his/her insurers of the Remedial Works taking place. Any contents left in the dwelling will be at the sole risk of the Scheme Participant / Occupant. See Section 5.5 Homeowner's Insurance Declaration.

Finishes, Fixtures and Fittings

13) Q. What is the process for replacing our flooring and wall coverings? Do we get to choose these, or will we be given an allowance to replace these items?

A. The Engineer carries out a survey of finishes, fixtures and fittings in each dwelling and assesses them for re-use at the Remedial Works Plan Stage (Stage 3). This assessment determines whether the items will be retained or replaced. In general, fixtures and fittings (e.g. kitchen units, sanitary ware etc.) will be removed as necessary during the Remedial Works and reinstated on completion of the Remedial Works. Any fixtures and fittings damaged as a result of pyritic heave, will be repaired or replaced if necessary. Replacement, where necessary, of finishes, fixtures and fittings will generally be on a like for like basis, in consultation with the Scheme Participant. However, expensive or difficult to source finishes, fixtures or fittings will be replaced by those of good serviceable quality, as determined by the Engineer. In general, the Works Contractor will provide samples of replacement finishes (e.g. flooring samples, paint colour ranges etc.) for Scheme Participants to choose from.

14) Q. Can we have solid timber flooring on a newly laid concrete floor slab?

A. Solid timber floors cannot be replaced on a like for like basis as the new floor slab moisture levels would not accommodate this within the timeframe of the contract, however timber flooring of good serviceable quality i.e. engineered boards will be fitted in lieu of solid timber floors.

15) Q. We have solid oak oiled floors downstairs, is it possible to relay them?

A. Existing solid timber floors cannot be re-laid as the new floor slab moisture levels would not accommodate this within the timeframe of the contract, however timber flooring of good serviceable quality i.e. engineered boards will be fitted in lieu of solid timber floors.

16) Q. Will the stairs/ stair carpet be removed?

A. The Works Contractor will decide how best to protect the stairs and coverings during the Remedial Works.

17) Q. Will all cracks upstairs be filled and painted?

A. Only cracks associated with pyritic heave will be repaired. The Remedial Works Plan for the dwelling will identify all Remedial Works to be carried out.

18) Q. Will skirting boards be replaced?

A. Yes, if necessary. The Remedial Works Plan for the dwelling will identify all elements to be replaced.

19) Q. Will cracked tiles/bath in upstairs bathrooms be replaced?

A. Only damage associated with pyritic heave will be repaired.

20) Q. How will our kitchen presses be removed, identified & stored?

A. The Works Contractor will be responsible for the identification and storage of all fixtures and fittings including kitchen presses.

Accommodation

21) Q. Will the Housing Agency organise alternative accommodation for us?

A. No. The Housing Agency will not organise alternative accommodation. It is the Scheme Participant's responsibility to vacate their dwelling in order for Remedial Works to begin.

Removals, Storage and Returns

22) Q. Will our boiler, radiators, gas fire/fireplace & downstairs bathroom need to be removed?

A. Generally, boilers will not need to be moved. However, where it is necessary, the Works Contractor will be responsible for the identification and proper storage of the boiler. The same applies to all other fixtures and fittings including radiators, gas fire/fireplace & sanitary fittings that may need to be removed.

23) Q. Do we need to remove our curtain poles and light fittings?

No.

24) Q. Do we need to remove our curtains and blinds?

A. Yes. All curtains, blinds or any other window soft furnishings must be removed from the entire house, including upstairs and placed in storage.

25) Q. Do we need to remove our garden furniture and the contents from our attics/ garden shed?

A. It is the responsibility of the Scheme Participant to leave the dwelling empty for the Works Contractor. Any contents left in the dwelling or on the property will be at the sole risk of the Scheme Participant/occupant.

26) Q. Can we store anything upstairs?

A. Any contents left in the property will be at the sole risk of the Scheme Participant/occupant.

27) Q. How will carpets be protected if white goods are moved up stairs?

A. The Works Contractor will be responsible for protecting the carpets upstairs.

Remedial Works

28) Q. Can we get additional works carried out?

A. The Scheme is set up to only remediate damage due to pyritic heave in dwellings, the Scheme will only provide for the work identified in the Remedial Works Plan.

29) Q. We have damage in the rooms upstairs, will these walls be re-plastered & painted?

A. In general, walls upstairs will not require any work. However, damage caused by pyritic heave will be remediated. The Remedial Works Plan for the dwelling will identify all Remedial Works to be carried out.

30) Q. If we have modified our home, as in added extra kitchen presses, made changes to our doors, architraves will these be replaced too?

A. The dwelling will be reinstated on a like for like basis, i.e. as it was when the Remedial Works Plan was prepared by the Engineer. However, expensive or difficult to source finishes, fixtures or fittings will be replaced by those of good serviceable quality. The Engineers decision on the replacement or reuse of any finishes will be final.

31) Q. Will the landscaped areas around our homes be affected?

A. The Remedial Works will involve the removal of hardcore externally within 500mm of the perimeter of the dwelling. Usually this area is covered by a footpath. Footpaths will be reinstated. Landscaping (trees, plants and shrubs etc.) is outside the scope of the Scheme. Where the perimeter area of the dwelling is landscaped, the Works Contractor, having removed the hardcore, will reinstate the area to match existing ground levels and finish the area with soil. Replanting or reseeding is outside the scope of the Scheme.

32) Q. Will our decking or patio be reinstated?

A. Yes. It should however be noted that any rotted or defective timber decking or supports will not be re-laid.

33) Q. Will our garden gates be rehung?

A. Yes. However, rotted or defective gates will not be replaced or repaired.

Payment of Costs

34) Q. Can we claim rent/storage on monthly basis?

A. Preferably, one claim should be made for all recoverable expenses once the Remedial Works are complete. However, to avoid financial hardship to Scheme Participants, the Housing Agency may make full or partial payments to Scheme Participants, during the Remedial Works, where valid claims (including original receipts) are submitted.

35) Q. How quickly will claims be dealt with?

A. The Housing Agency aims to process payments within 14 days after receipt of valid claims. However, a claim with no receipts, incorrect bank account details and incorrectly completed Homeowners Payment Request Form will not be processed until full documentation and correct details are received. All refund payments will be by electronic transfer.

36) Q. If no suitable alternative accommodation is found, can we get an "allowance" if we have to move in with family?

A. There are no "allowances" within the Scheme. However, Scheme Participants may recoup expenses for alternative accommodation paid to landlords, letting agencies, family members, friends, etc. so long as a valid claim is made to the Housing Agency. See Section 6 Recouping Expenses.

37) Q. I am a Scheme Participant and rent out the dwelling that is to be remediated. Will I be compensated while the occupants are out of the dwelling?

A. There is no provision in the Scheme for compensating Scheme Participants for the lack of rental income on the dwelling during the period of remediation. However, Scheme Participants may recoup alternative accommodation expenses for the dwelling occupant(s), if a valid claim is made to the Housing Agency i.e. on the submission of a valid receipt. See Section 6 Recouping Expenses.

38) Q. Will the deposit be paid upfront by the Housing Agency for alternative accommodation?

A. There is no provision in the Scheme to pay for deposits. See Section 6 Recouping Expenses for the details of recoverable expenses.

39) Q. Will we be given an allowance to pay for storage upfront?

A. Only in exceptional situations will monies be paid upfront. See Section 6 Recouping Expenses.

Snagging List

40) Q. Do we as the homeowner get to inspect our homes before completion?

A. Once the Remedial Works are complete, the Engineer inspects the dwelling for snags. The Engineer will then invite the Scheme Participant to visit the dwelling. The

Engineer may incorporate any relevant comments from the Scheme Participant into the final Snag List. The Engineer will forward the Snag List to the Works Contractor to be addressed and send a copy to the Scheme Participant. When the items on the Snag List have been addressed the Engineer will invite the Scheme Participant to view the dwelling again. In the case of any dispute with regard to the Snag List the matter shall be determined by the Engineer whose decision shall be final.

Certificate of Remediation

41) Q. Who signs off to say the works have been completed satisfactorily?

A. On completion of the Remedial Works, the Works Contractor and the Engineer sign and issue the Certificate of Remediation to the Scheme Participant. The Certificate of Remediation states that the Remedial Works have been completed in accordance with the requirements of I.S. 398-2:2013: Reactive pyrite in the sub-floor hardcore material – Part 2: Methodology for remediation works.

42) Q. Will our mortgage provider and house insurance company be informed that the work has taken place?

A. On completion, the Scheme Participant will receive a signed Certificate of Remediation in accordance with Annex B of IS 398-2: 2013: Reactive pyrite in the sub-floor hardcore material – Part 2: Methodology for remediation works, for the dwelling. This may then be supplied to lenders, insurers, etc. as required. See Section 5 The Homeowner's Agreement.