

# SUPPLIERS & SUBCONTRACTORS SERVICE LEVEL AGREEMENT June 2023

## Introduction

The Barratt Group of Companies is committed to providing an excellent level of service to our customers. This Service Level Agreement sets out the service standards which we expect of all our suppliers and subcontractors. It forms part of the Contract between you and all Barratt Group Companies.

We accept that remedial work or replacement items will sometimes be required. We want to work closely with you to solve any issues that may arise, improve quality, design out recurring problems and minimise the disruption to our customers. We are committed to utilising technology in all aspects, including customer service, and in future we intend to move to electronic notification and management of defects.

The purchase of one of our homes is one of the greatest financial commitments a customer will make and customers are entitled to expect excellent service. We are now a registered builder with the New Homes Quality Board (NHQB) championing our commitment to deliver high quality homes and offer prompt resolution for any defects or complaints that may arise.

As part of our registration with the NHQB any customers who reserved from the 1<sup>st</sup> November 2022 are covered by the New Homes Quality Code which:

- Offers protection to vulnerable customers
- Requires the developer to provide all relevant information about the home
- Allows customers to have a professional carry out a pre-completion inspection
- Specifies the home must be complete prior to the customer moving in

With regards to post-occupation, the code requires the builder to have an effective after care service in place to:

- Deal with any issues or 'snagging' problems customers have
- Deal with any complaints via a robust complaints process that responds to customers concerns in a timely manner and to their satisfaction, keeping them informed throughout.

If the customer is not satisfied with how any complaint they have made has been dealt with, they can refer their complaint to the independent New Homes Ombudsman Service (NHOS)

**Support from our Suppliers and Subcontractors is in fundamental in helping us to deliver our responsibilities of the NHQC and compliance with this Service Level Agreement will help to ensure this.**

Full details of the NHQB and NHQC can be found via the NHQB website using the following links:

<https://www.nhqb.org.uk/who-are-we.html>

<https://www.nhqb.org.uk/resource/new-homes-quality-code-published.html>

## Health & Safety

Keeping our employees, subcontractors and customers safe is our number one priority. We place health and safety first by committing to the highest industry standards and embedding health and safety as a core value for which we are all responsible.

Your health & safety responsibilities are set out in our contract with you and the Barratt Developments Plc Safety, Health and Environmental Code and continue to apply to all works and remedial works. You must comply with all Health & Safety law during your work and where necessary undertake risk assessments and produce method statements before commencing work.

## Warranty

The Barratt Group of Companies offers each of its purchasers a 2 year warranty in relation to their new home. This commences on the date of legal completion, not from the date of supply, installation or commissioning of any item or part of the home covered.

You shall provide all current use and care instructions for any items or appliances supplied by you to any of our homes, free of charge so that these can be provided to our customers upon legal completion.

The terms of your contract state that, you are required to resolve any claims made under this warranty by completing all works necessary to resolve any defects at your own cost and in accordance with this Service Level Agreement. In the event of your failure to do so, any costs which the Company incurs in fulfilling these obligations will be recoverable from you, by set-off or otherwise on a full indemnity basis.

## Emergency Call Outs

Plumbers, Electricians and Groundworkers are required to provide a 24 hour, 365 day emergency out of hours service. You must notify us of the contact details we should use in case of an out of hours emergency and ensure that we are updated with any changes to these details. Out of hours emergencies are handled by our Out of Hours Service Provider who we share your contact details with for deployment purposes.

Upon notification of an out of hours emergency:

- You must make immediate contact with our customer to confirm access arrangements.
- You must inform our Out of Hours Provider of these arrangements so they can update the case on their system.
- You must attend to complete the repair (or as a minimum implement a temporary repair) as soon as possible and within a maximum of 4 hours.
- All repairs relating to the emergency must be completed within 24 hours of notification.
- You must not seek to defer/delay attendance until the following working day.

In the event of an emergency our Out of Hours Service provider will attempt to contact you via the phone number which you have supplied to us, if the call is not answered within 30 minutes of the first contact attempt, our provider will appoint an alternative contractor to attend and any associated costs may be levied to your account.

## Supply and Fit Subcontract Works

If defects arise these will usually be brought to your attention via email with a Defect Notice attached.

Defects are broken down into two repair categories:

### Emergency Repair

Emergency repair refers to defects which, if not remedied, could be dangerous to the customer or which causes the customer major inconvenience.

*Examples: the loss of heat, power, light, access to running water or cooking facilities, a water leak that cannot be retained or flooding caused by blocked drains that threatens to enter the home.*

Upon notification of an emergency defect:

- You must contact our customer immediately to agree access arrangements.
- You must attend to complete the repair or as a minimum implement a temporary repair within **2-4 hours of defect notification**.
- Full repairs must be completed at the earliest opportunity and as a minimum, essential services must be restored within 24 hours of defect notification.

*\*(Emergency defects which occur outside of our normal working hours of 9:00-17:30 will be brought to your attention via a phone call from our Out of Hours service provider as detailed in 'Emergency Call Outs')*

### Standard Repair:

Standard repair refers to defects that do not cause major inconvenience or discomfort for the customer but are required to be remedied under the terms of the warranty.

*Examples: faulty items or adjustment of doors or windows (unless they are a security risk in which case they are classified as an emergency repair).*

Upon notification of a standard defect:

- You must contact our customer within **48 hours** to agree a suitable date and time slot for you to attend to deal with the repair. Once this has been agreed you must inform us of the date and time you will be attending and how long you anticipate the repairs to take.
- Unless the customer has requested a later appointment date, all work must be completed **within 10 working days of defect notification**.\*
- In the event that you need to cancel/postpone the appointment, you must let the customer know immediately and inform the Customer Care Department. If we have to compensate a customer for a failed appointment, costs may be levied against your account.
- If a customer is not present for the agreed appointment you must leave a note at the customer's home and notify us immediately. We will discuss the reasons for the missed appointment with the customer on your behalf and stress the inconvenience caused.
- We have advised customers that you will only attend homes where an adult is present and allows you in the home. You must not enter a home where only minors are present. In this eventuality please politely advise that you are unable to carry out remedial works and

proceed to contact the customer to make new arrangements. (The Customer Care Department should also be notified immediately)

- If the customer leaves keys with the Sales or Site Office, you must sign the keys out using the key register and sign them back in when returned. You must ensure the home is locked and secure when you leave the property.
- On completion of the work, you must inform the Customer Care department immediately along with the detail of works completed and the Root Cause (reason) for the remedial works.
- If the Defect was caused by a product failure/manufacturing defect, you must retain the faulty product and arrange for this to be returned to the supplier/manufacturer for appropriate investigation. Failure to follow this process may prevent you from recovering the costs of any associated remedial work.
- If the remedial works are not complete by the end of the appointment and you are required to carry out further works you must advise us of the date and time you have agreed with the customer to return to complete this work and in any event ensure that those works are completed **within 5 working days** of the initial appointment (unless the customer has specifically requested a later appointment date).
- Any damage caused, or any additional work required by an alternative trade (e.g. sealant, paint touch ups, etc.) must also be reported to the Customer Care Department immediately.
- When attending the customer's home, you must comply with the Code of Conduct for Dealing with Customers of the Barratt Group of Companies issued to you as part of the contract order.

*\*We recognise that in exceptional circumstances some remedial works may take longer than 10 working days to complete (i.e. works of a more complex nature or those that are subject to constraints such as weather conditions) in this instance you must ensure that completion timescales are fully discussed and agreed with both the customer and the Customer Care Department.*

## Supply Only Works

If defects arise which require a replacement item these will usually be brought to your attention via email with a Defect Notice attached. Defects are broken down into two replacement categories these are:

**Emergency replacement** - to be delivered within 2 - 4 hours  
**Standard replacement** - to be delivered within 7 days

These terms are defined as follows:

**“Emergency replacement”** – item(s) which if not remedied, could be dangerous to the customer or which causes the customer major inconvenience and that whilst not repaired or replaced are impossible to live with.

*Examples: the loss of heat, power, light, access to running water or cooking facilities, a water leak that cannot be contained or flooding caused by blocked drains that threatens to enter the home.*

**“Standard replacement”** – item(s) that do not cause major inconvenience or discomfort for the customer, but are required to be remedied under the terms of the warranty.

*Examples: faulty items, adjustment of doors or windows (unless they are a security risk in which case they would be classified as an emergency repair).*

**With all replacements:**

- You must ensure the replacement is correct and free from any defects/damage prior to delivery
- You must confirm your delivery date to us by return, for our agreement.
- You must deliver the replacement item(s) within the agreed time to the location directed by us.
- Should you experience an issue obtaining an item(s) you must notify us of this immediately
- Liability and payment issues will be resolved after delivery and must not be used as an excuse to delay supply.

In the event of your failure to supply a replacement item(s) any costs the Company incurs in fulfilling these obligations will be recoverable from you, by set off or otherwise on a full indemnity basis.

**Paid Works**

In the event that you are not completing remedial works at your own cost (i.e. if you are rectifying damage caused by a defect which you are not responsible for), you may invoice us. Where this is applicable you should confirm and agree the estimated costs of these works with us prior to completing the works. Please note that failure to inform/agree the anticipated costs of remedial work with us could result in your invoice being rejected/a delay in payment.

The service levels outlined in this agreement remain the same for paid works and you should not discuss details of costs or cost responsibility with our customer.

**All Works**

It is essential that you keep us updated on the progress of any defects/remedial works which we have assigned to you. We will frequently share reporting with you which demonstrates the outstanding defects/remedial works which are assigned to your company. We expect you to update us as and when there is progress and as a minimum you must provide us with a full update on all outstanding defects/remedial works at least once per week.

**Conclusion**

In order to meet customer expectations, Subcontractors and Suppliers must comply with this Service Level Agreement. Failure to complete notified defect repairs, may result in repair works being assigned to an alternative supplier/contractor. Where an alternative contractor has to be instructed to complete such repair works, any costs incurred may also be levied against your account, in accordance with the Barratt Conditions of Contract.

Compliance with this Supplier and Subcontractor SLA and the Code of Conduct is a Contract term.

**Data Protection**

As you engage with our customers, employees and other suppliers and/ or sub-contractors, you will collect, process and store personal information that relates to them. Everyone who works with

us shares the responsibility of ensuring the personal information that is collected is stored, processed and shared appropriately.

We take the protection of personal information seriously and we expect the same level of protection to be applied by you. Your data protection obligations are set out in our contract with you and apply to all personal information you process on our behalf. You must comply with your contractual obligations and adhere to the data protection principles and any policies we have in place, from time to time.