

SUPPLIERS & SUBCONTRACTORS SLA (SERVICE LEVEL AGREEMENT) July 2018

Introduction

The Barratt Group of Companies is committed to Health & Safety and Customer Service. This Service Level Agreement sets out the service standards which we expect of all our suppliers. It forms part of the Contract between you and all Barratt Group Companies.

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

The purchase of one of our houses is one of the greatest financial commitments a customer will make and customers are entitled to expect excellent service.

Guarantees

The Barratt Group of Companies offers each of its purchasers a warranty in relation to their new properties for a period of 2 years from that customers' date of purchase. The guarantee therefore operates for 2 years from the date of completion, not from the date of supply, installation of commissioning of any item or part of the property covered.

You shall provide copies of all current use and care instructions for any items or appliances supplied by you to any of our properties, free of charge so that copies can be provided to our customers on legal completion as part of a complete pack of these.

The terms of our contract with you require you to resolve any claims made under this warranty within the first 2 years of the legal completion and our contract with you specifically provides that you should carry out and complete all works necessary to remedy any defects reported in accordance with the terms of this Service Level Agreement. In the event of your failure to do so then any costs the Company incurs in fulfilling its obligations under the Warranty to its customers will be recoverable from you, by set off or otherwise on a full indemnity basis.

Call Outs

Plumbers, Electricians, Locksmiths and Ground workers are required to provide a 24 hour, 365 day emergency out of hours service. Failure to respond to "out of hours" calls will result in the appointment of an alternative contractor and costs being levied to your account.

Supply Only Works

If defects arise these will be brought to your attention with our Service Request/ Inspection form. Defects are broken down into two replacement categories these are:

Emergency replacement	- to be delivered within 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 retained 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 are an emergency repair).

With **standard replacements**:

- You must confirm your delivery date to us by return, for our agreement.
- You must deliver the replacement items(s) within the agreed time to the location directed by us.

With **all replacements**:

- Failure to deliver on time will involve us in wasted management time in resolving the issue, putting back the installation date and dealing with our customer’s expectations. A lack of adherence to the SLA defect notification timelines may result in costs being levied to your account.
- Liability and payment issues will be resolved after delivery and must not be used as an excuse to delay supply.

Supply and Fit Subcontract Works

If defects arise these will be brought to your attention with our Service Request/ Inspection Form. Defects are broken down into two repair categories:

Emergency repair - to **attend** within 4 hours and be **completed** within 24 hours maximum
Standard repair - to be **completed** within 7 days

These terms are defined as follows:

“Emergency repair” – item(s) 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.

“Standard repairs” – 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 or adjustment of doors or windows (unless they are a security risk in which case they are an emergency repair).

In the case of an **emergency repair** you should make immediate contact with the customer and attend within 4 hours to resolve the problem or at least implement a temporary repair.

With **standard repairs**

- The customer should be contacted within 24 hours and a suitable date and time slot for you to attend to deal with the repair between Monday and Friday (and in exceptional circumstances on a Saturday) in accordance with the defect notice.
- By return, you will confirm to us the date and time you will be attending and how long you anticipate the repairs to take.
- We will then confirm that fact to the customer.
- In the event that you need to cancel/postpone the appointment, you must let the customer know immediately and copy 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 an 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.
- If the customer leaves keys with the Sales or Site Office you must sign the keys out using the key register and signed back in when returned, if the customer asks you to post the keys back through the door upon completion of works this should be recorded in the key register.
- On completion of the work, you must confirm the details immediately with the Customer Care department along with the Root Cause (reason) for the remedial works.
- Any damage caused, or any additional work required (e.g. sealant, paint touch ups, etc) must also be reported to Customer Care immediately.

Complaint Details

- If the nature of the customer's complaint is unclear when notified to you then you should contact the customer for further information and confirm the agreed course of action to us.
- When attending the customer's home, you must comply with the Code of Conduct for Dealing with Customers of the Barratt Group of Companies (the "Code of Conduct") issued to you as part of the contract order.
- If any follow up works are required these should be reported back to the Customer Care Department by the end of the working day. Any Customer comments should also be provided.
- Confirmation of the completed work must be sent to us within 1 working day of your visit.
- If you are required to carry out follow up work you must advise us of the date and time you have agreed with the customer and in any event carry out that work within 5 working days.

Data Protection

Definitions for the purposes of this clause

"Affiliate" means any Corporate Entity in which the Company from time to time has a material interest, including but not limited to an interest in not less than 33% of the ordinary share capital in a Company or an interest as a Member in a Limited Liability Partnership.

"Contract" means any and all Contracts between the Company and the Contractor.

"Customer" means any customer or prospective customer of the Company who has or will be purchasing a Property or who is or has been contacted by the Company in connection with a possible purchase by them of a Property.

“Data Protection Laws” means the Data Protection Act 1998 and includes for the purposes of this agreement associated legislation including (a) European Union Directives 95/46/EC and 2002/58/EC (as amended by Directive 2009/139/EC) and any legislation and/or regulation implementing or made pursuant to them including but not limited to the UK’s Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2013; (b) from and including 25 May 2018, the General Data Protection Regulation (Regulation (EU) 2016/679) (the “GDPR”); and (c) any applicable associated or supplementary data protection laws, regulations, codes of practice or guidance, as updated, amended or replaced from time to time;

“Order” means an Order for the supply of Goods and/or Services from the Company to the Contractor by which a Contract has come into being.

“Personal Data” means Personal Data as defined by the Data Protection Laws.

“Property” means any residential or commercial property constructed by the Company at any Development Site.

“The Company” includes any Affiliate for the purposes of this clause.

“Website” means the website at www.barrattcommercialsupport.co.uk

For the purposes of the Contract and the respective performance by the Company and the Contractor of these obligations or exercise of their rights each party may be provided with Personal Data in the course, or for the purposes, of the Contract. For the purposes of the Personal Data the party supplying the same shall be the Data Controller. Such Personal Data may relate to employees of either party or any third party or any of the Company’s Customers (“Data Subject”). Each party shall use or process any such Personal Data for the express purposes for which the same shall be provided which shall be:

If provided in connection with the carrying out of the Works (including rectifying defective works) to a Property then only for purposes of contacting any Company’s Customer who owns the or a Property from time to time within which the Works are to be carried out.

If in connection with an express specific purpose then solely for or in relation to use for that express specific purpose; and/or;

If such Personal Data relates to employees of the Company or any third party then solely for the declared purpose required by the Company and such Personal Data shall be processed only in accordance with the express instructions of the Company or third party; and;

If such Personal Data relates to persons carrying out the Works to enable the Company to carry out its obligations to them under the Contract or by law.

Any Personal Data shall be processed, used, distributed and stored in any event strictly in accordance with Data Protection Laws and any data protection principles published by the Information Commissioners Office or any restatement or update or amendment thereto published from time to time and only for the period and purpose required by the terms of the Contract.

Each Party shall as Data Controller be responsible for obtaining the consent (if required) of the person to whom the Personal Data relates to and its use by the other as provided for in this clause and shall notify the other of any relevant period for which the consent of such person has been obtained or for which the Personal Data may be retained by the other. Each Party shall be responsible for ensuring that any Personal Data is destroyed, permanently deleted or, if not possible by reason of any legislative obligation notified to the other, secured and not used for any other purpose promptly upon expiry of such consent or expiry of any notified period or otherwise

earlier termination of the same where such earlier termination is notified to it by the other, or in any event upon the later of termination of the Contract and following discharge of any obligations thereunder for which the same was provided.

Each Party confirms that save where specifically notified to the other no Sensitive Personal Data (as defined in the Data Protection Laws) is to be provided to the other in connection with the Contract and in the event of the receipt of any Sensitive Personal Data or Personal Data which it considers to be sensitive then the receiving Party shall promptly notify the other of the same and shall, following such notification, take all immediate steps to delete the same from any of its records and confirm such deletion to the other.

Each Party shall, in any event, keep any and all Personal Data which is provided to it or which comes into its possession strictly private and confidential and shall not transfer or provide the same to any employee of it not required to receive the same for the purposes of the Contract or to any third party save with the other's prior consent for a specified purpose and shall in any event be responsible for the use and security in processing of any such Personal Data provided to a third party by it and shall ensure it is not provided to or shared with any third party outside the European Economic Area.

The Contractor shall in connection with the use or processing of any Personal Data adhere to the provisions of the Data Protection Policy operated by the Company as published on the Company's Website from time to time.

In the event that either Party receives any request from a Data Subject relating to any Personal Data it has then it shall immediately notify the Data Controller for such Personal Data and shall not provide any Personal Data to the Data Subject without the Data Controller's express prior written consent.

The Contractor shall permit the Company to carry out an audit of the arrangements it, or any third party to whom it proposes to transfer Personal Data in accordance with the terms of this clause, has in place to keep any Personal Data secure and to comply with any reasonable requests for changes to the arrangements made by the Company to ensure the same is processed only in accordance with this clause.

In the event of any conflict between any obligation imposed by law, any obligation imposed by the Data Protection Policy operated by the Company from time to time and any instructed purpose or use of any Personal Data then that order shall be the order of precedence in relation to and for the purposes of compliance by each Party under the terms of the Contract.

In the event of any data breach occurring from a Party's (the "Responsible Party") systems or records or for which that Party is responsible, including but not limited to the loss or unauthorised provision of any Personal Data by either Party or any third party to whom the Personal Data was provided or released whether or not such release was authorised then the Responsible Party shall immediately inform and in any event within 36 hours the other party of such breach or unauthorised release and shall provide full and complete details of such loss or such unauthorised release or breach together with the steps to be taken in order to recover or otherwise minimise the effect of such breach or loss or unauthorised disclosure and the full and precise extent of the Personal Data the subject of such breach, loss or unauthorised disclosure and shall ensure that the designated contact for the Company being the Company's Data Protection Manager receives updated information in respect of the same at all times and shall also report any such breach, loss or unauthorised disclosure to the Information Commissioner's Office, as well as report to the other and shall otherwise fulfil each of its obligations in accordance with the data principles under the Data Protection Laws.

Any breach of this clause by either party shall entitle the party not in breach to recover damages for any cost, expense, loss, or fine incurred by such party which is attributable to the failure of the party in breach to meet its obligations under the Contract.

Conclusion

In order to meet customer expectations, Sub-Contractors and Suppliers are encouraged to comply with this Supplier and Subcontractor SLA. 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.