

BELLWAY HOMES LIMITED ('BELLWAY')

DEFECTS RECTIFICATION POLICY – FOR SUB-CONTRACTORS

1. Introduction

- 1.1 Bellway is committed to providing customer service that is:
 - 1.1.1 customer focused;
 - 1.1.2 professional; and
 - 1.1.3 efficient.
- 1.2 This policy applies to all our Sub-Contractors and we will work closely with them to ensure we achieve our aim.
- 1.3 Sub-Contractors who are unable to comply with this policy will (a) be in breach of Bellway's standard Sub-Contract Conditions and (b) not be invited to tender for future work.
- 1.4 Where a Sub-Contractor cannot or will not carry out their defects rectification obligations in accordance with this policy and/or the Bellway Sub-Contract Conditions, Bellway will make alternative arrangements and all the associated costs incurred, will be contra-charged to the Sub-Contractor, and an administration charge of 20% of the cost will be added to the total charge. This sum may be deducted from any outstanding retention monies held by Bellway.

2. Resourcing

Sub-Contractors shall provide Bellway with the following information before starting work at a development:

- 2.1 Office contact details and office hours.
- 2.2 Email address and Fax number for receipt of customer service defect notices.
- 2.3 Details of a 24-hour emergency contact person - Plumbing, Electrical, Roofing and Groundwork Sub-Contractors only.
- 2.4 Name of a person responsible for managing defect rectification.
- 2.5 Facilities for taking delivery of materials from Bellway's suppliers off site.

3. Working in occupied properties

- 3.1 Sub-Contractors are responsible for ensuring that work in occupied properties is carried out with the minimum of inconvenience to occupants.
- 3.2 Sub-Contractor staff and operatives must always:
 - 3.2.1 Look presentable.
 - 3.2.2 Wear shoe covers to prevent any dirt from shoes getting onto the home owner's floor coverings.

- 3.2.3 Be polite even in the face of provocation.
 - 3.2.4 Present your identity card.
 - 3.2.5 Explain what you would like to do in plain language.
 - 3.2.6 Ask permission to carry out the works.
 - 3.2.7 Carry out your work professionally.
 - 3.2.8 Clear up as necessary at the end of each day and clear up fully after works are complete.
 - 3.2.9 Check with Bellway if there is any doubt about the nature or the extent of the work to be done.
- 3.3 Sub-Contractor staff and operatives must never:
- 3.3.1 Use the facilities at the property without obtaining permission from the occupants. This includes electricity, water, telephone and bathroom facilities.
 - 3.3.2 Smoke anywhere on the home owner's property, even outdoors.
 - 3.3.3 Use radios or similar devices without obtaining permission from the occupant.
 - 3.3.4 Swear.
 - 3.3.5 Argue.
 - 3.3.6 Criticise work carried out by others.
 - 3.3.7 Reveal confidential information.
 - 3.3.8 Leave the property unattended.
 - 3.3.9 Leave hand or power tools (including but not limited to Hammers, Screwdrivers, Bladed items etc) unattended at any time whilst in the property.
- 3.4 Protection:
- 3.4.1 Whenever works are carried out within a completed property, all areas must be fully protected while the works are undertaken.
 - 3.4.2 Protection must include, but not be limited to:
 - 3.4.2.1 Dust sheets on the floor from the exterior door to the place(s) of work in the property.
 - 3.4.2.2 Removal of vulnerable Items from the areas of work.
 - 3.4.2.3 Dust sheets must be placed over all items not removed.
 - 3.4.2.4 Plastic must be put under dust sheets to cover electrical goods and soft furnishings.

- 3.5 Should it be necessary for Bellway to employ cleaning services as a result of failure of the Sub-contractor to clean up after work has been carried out, a charge of £250.00 will be made to the Sub-Contractor on each occasion.
- 3.6 In the event that the Sub-Contractor causes any damage while working in the home owner/occupier's home or on any part of the Site, this must be communicated immediately to the Site Manager or (if appropriate) the Customer Care Team.

4. **Emergency Defect**

An 'Emergency Defect' is any Defect which may materially and immediately affect the performance of the completed Sub-Contract Works or any part of them or which may immediately affect the occupiers of any dwelling or the safe occupation of any part of the Sub-contract Works, the Project or any part of the Site and shall include (without limitation):

- 4.1 Complete failure of the central heating system at any time of the year.
- 4.2 Complete failure of hot water supply at any time of the year.
- 4.3 Complete loss of drinking water supply.
- 4.4 Failure of a lift.
- 4.5 A water leak that cannot be contained or there is a danger the water will not be contained or if the leak is causing or is likely to cause damage or penetration into any electrical fitting or personal items.
- 4.6 Blocked or leaking foul water drainage, mains drain or soil pipes causing flooding or overflowing (internal).
- 4.7 Gas leak.
- 4.8 Blocked flue.
- 4.9 Loss of electricity supply (partial loss may be an Emergency Defect where there is a potential hazard or health and safety risk).
- 4.10 Loss of roof or ridge coverings which may result in water penetration.
- 4.11 Any Defect which is likely to cause injury to the public or occupiers of any part of the Site or material damage or deterioration to any part of the structure of the Project or the Site or any part of them.
- 4.12 Any Defect causing substantial inconvenience to a home owner or occupier of any dwelling on any part of the Site.
- 4.13 Failure of warden alarm or call system.

5. **Urgent Defect**

The following are 'Urgent Defects':

- 5.1 Any failure of the comfort cooling and/or air conditioning system during summer (May – September).
- 5.2 Blocked or leaking foul water drainage, mains drain or soil pipes causing flooding or overflowing (external).
- 5.3 Failure or breakdown of kitchen appliances.
- 5.4 Partial failure of the central heating system.

- 5.5 Failure of electrical lighting.
- 5.6 Partial loss of electricity to some sockets, but not all.
- 5.7 Blocked or not flushing toilet (where the home only has one toilet).
- 5.8 Dangerous fences or walls.
- 5.9 A faulty lock to a door or window affecting loss of security.
- 5.10 Any Defect which could potentially be a source of danger or cause structural damage if it were left longer but does not presently represent an emergency.
- 5.11 Faulty stair treads or hand rails or bannisters.

6. **Non-urgent Defect**

The following are 'Non-Urgent Defects':

- 6.1 Sink, bath or shower blockages caused by faulty workmanship or materials.
- 6.2 General maintenance.
- 6.3 Roofs, slates or tiles or brickwork (non-urgent unless poses a danger to health & safety).
- 6.4 External walls, fences and paths (non-urgent unless poses a danger to health & safety).
- 6.5 General problems such as; joinery repairs, plaster work, tiling, dripping or leaking taps or shower units, doors and windows requiring easing or creaking floorboards or defective flooring.
- 6.6 Blocked gutters or downpipes.
- 6.7 Dampness or faulty extractor fan.
- 6.8 Faulty communal TV aerial.
- 6.9 Failure of entry phones.
- 6.10 Any other Defect not listed above which can be deferred without serious discomfort, inconvenience or nuisance to the home owner/occupier and will not cause long term deterioration of the relevant part of the Project or Site.

7. **Response times**

- 7.1 **Emergency Defects:** Sub-Contractors shall contact the home owner/occupier within 1 hour of receiving a notification from Bellway and agree a time with the home owner/occupier for the Sub-Contractor to attend the relevant part of the Site within 2 hours of receipt of the notification from Bellway and then rectify and make good the relevant Defect on the same day (or such other period as Bellway may agree, acting reasonably) or make such temporary arrangements as may be agreed with Bellway. This work may often need to be carried out outside normal working hours.
- 7.2 **Urgent Defects:** Sub-Contractors shall contact the home owner/occupier within 24 hours of receiving a notification from Bellway and agree a fixed time with the home owner/occupier for the works to be carried out within 2 Working Days of receipt of the notification from Bellway. This work may need to be carried out outside normal working hours.

- 7.3 Non-urgent Defects: Sub-Contractors shall contact the home owner/occupier within 2 Working Days of receiving a notification from Bellway and agree a fixed date with the home owner/ occupier for the works to be carried out within 5 Working Days of receipt of the notification from Bellway. This work should usually be carried out in normal working hours.

8. Communication

- 8.1 Bellway stresses the importance of good communication with the home owner/occupier/management company. The home owner/occupier/management company must be kept fully informed of all matters, for example, even if tradesmen are going to be a few minutes late to arrive.
- 8.2 When an appointment has been made to carry out work at an occupied property, this must be communicated to Bellway immediately.
- 8.3 Completed work must be explained to a home owner/occupier/management company who must sign and date their acceptance of the work onto the Job Sheet provided by Bellway, which must then be emailed back to Bellway's Customer Care Department.

9. Health & Safety

Sub-Contractors shall comply with current Health & Safety legislation and best practice during their work and, where requested, shall provide Bellway with Risk Assessments and Method Statements for works where it is appropriate to do so.

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