

# Customer Service



## Policy for Subcontractors and Suppliers

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This Customer Service Policy (“**Policy**”) governs the way Taylor Wimpey interacts with Subcontractors and Suppliers to ensure we approach this in a consistent way across our Business Units. This policy should be read in conjunction with the applicable framework agreement which a Subcontractor or Supplier may have with Taylor Wimpey (the “**Framework Agreement**”).

### 1 Definitions

In this Policy the following expressions have the meaning set out below:

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| Subcontractor or the Supplier | Means the person, firm or company named as the subcontractor or supplier on the Notification.  |
| Customer                      | Means the person, firm or company who owns/resides at the Property and is named on the Notification. In the case of a Housing Association or vulnerable person who owns/resides at the Property and is named on the Notification, "customer" includes the appointed representative of the Housing Association or vulnerable person.  |
| Notification                  | Means the Notification as set out in section 2.2.1.  |
| CQA                           | Means Taylor’s Wimpey’s Consistent Quality Approach, a document that outlines Taylor Wimpey’s finishing standards.   |
| Golden Brick Arrangement      | Means the sale of a housing association plot where legal completion takes place once it has reached an agreed stage of construction, typically up to and including the laying of the foundation and the first course of bricks, rather than upon handover at full completion of the Works.   |
| Issues                        | Means any defects (latent or patent), shrinkages, snags, uncompleted work or other faults or issues in the Works and which arise due to a failure by the Contractor or Supplier to comply with its obligations in the Framework Agreement, or where Works do not meet the expected tolerance or finish as set out in the Framework Agreement. This shall also mean issues, as well as snags, as defined in the New Homes Quality Code issued by the New Homes Quality Board (as amended from time to time) and any other issues in the Works as determined by Taylor Wimpey. |
| MyTasks                       | Means the Taylor Wimpey Customer Services online platform where Issues are recorded, notified and resolved.  |
| Order                         | Means a Works Order in respect of the Subcontractor and a Purchase Order in respect of the Supplier.   |
| Property                      | Means the individual house, apartment or commercial premises within the development where work is required to be carried out by the Subcontractor or Supplier.   |
| Works                         | Means in respect of the Subcontractor, the works to be carried by the Subcontractor as specified in a Works Order and in respect of the Supplier, the goods and/or services to be provided by the Supplier as specified in a Purchase Order.   |

Terms used in this Policy shall have the meaning assigned to them as set out above, provided that all other capitalised terms used in this Policy but not defined below or elsewhere in this Policy shall have the meaning given to them in the Framework Agreement.

## **2 Responsibilities During the Warranty Period**

### **2.1 Explanation of Warranty**

- 2.1.1 All Customers are provided with a 10-year warranty, and this warranty starts from the date of legal completion, it being when the Buildmark Warranty is issued in respect of the Property (the "**Warranty Period**"). In relation to the Warranty Period, it is Taylor Wimpey's responsibility to remedy any Issues arising in the Property during the first two years of the Warranty Period (the "**Taylor Wimpey Warranty**"). Years 3–10 are covered by the warranty provider, being the NHBC.
- 2.1.2 In the case of a Golden Brick Arrangement, Subcontractors and/or Suppliers shall be required to remedy any Issues in the Works, at their own cost, to the satisfaction of Taylor Wimpey (or reimburse Taylor Wimpey for the costs of the remedy where a third party is instructed in accordance with the Framework Agreement) and as notified by Taylor Wimpey during the first two years after the later of: (i) legal completion of the Property; and (ii) actual handover of the Property once the Works are complete and all contractual obligations have been satisfied ("**Golden Brick Warranty Period**").
- 2.1.3 For the avoidance of doubt, Subcontractors and/or Suppliers shall be required to remedy all such Issues in the Works, at their own cost, to the satisfaction of Taylor Wimpey (or reimburse Taylor Wimpey for the costs of the remedy where a third party is instructed in accordance with the Framework Agreement) and as notified by Taylor Wimpey during the Taylor Wimpey Warranty period or the Golden Brick Warranty Period as the case may be.
- 2.1.4 The Taylor Wimpey Warranty offers two levels of support: (1) urgent and/or emergency support; and (2) routine support. Urgent and/or emergency Issues are outlined on the Taylor Wimpey website and include, but are not limited to, the following:
- (a) Central heating and hot water – complete failure of the combined central heating/hot water system resulting in a loss of hot water and/or heating.
  - (b) Water supply – complete loss of water supply.
  - (c) Water leaks – when a leak cannot be contained and it is causing damage, especially if it is penetrating electrical fittings.
  - (d) Gas leaks or total loss of gas – Customer to contact gas supplier prior to reporting.
  - (e) Loss of power supply – when there is a total loss throughout the Property, which cannot be rectified by resetting the master trip switch, or if the loss is partial and there is a potential safety hazard, such as when in a communal hallway.
  - (f) Blocked drain – blocked drainage causing flooding or overflowing internally or externally.
  - (g) Blocked toilet – where there is no other useable toilet.
  - (h) Structural damage – where there is any movement or collapse e.g. to roofs and porches.
  - (i) Door lock – where the door is the only point of access within the Property, or the Property cannot be made secure.
  - (j) Smoke alarms – where it can be certain the fault is not caused by batteries.

For further details of Issues falling under the category of urgent and emergency support, please refer to Taylor Wimpey's website.<sup>1</sup>

- 2.1.5 Customers can contact Taylor Wimpey via a dedicated Customer Service telephone number<sup>2</sup>. Outside of office working hours these calls are diverted to an out-of-hours provider, acting on behalf of Taylor Wimpey Customer Service, who have access to emergency Subcontractor and Supplier information relevant to each development. The appointed Subcontractor and/or Supplier will be responsible for responding to out-of-hours calls. Failure to respond may result in Taylor Wimpey instructing an alternative contractor to attend, and the Subcontractor and/or Supplier will be liable for all associated costs (including any administration or customer compensation costs) in accordance with section 4 of this Policy. Please refer to section 4 of this Policy for further details.

## 2.2 Notification of Issues

- 2.2.1 All Subcontractors, Suppliers and Customers will be notified of each Issue via an email with the subject "*New Tasks assigned to you in MyTasks*" (the "**Notification**"). The Notification shall be issued to the email address that the Subcontractor and/or Supplier has registered on MyTasks. The Notification will include a link directing them to the MyTasks portal and will inform the Subcontractor and/or Supplier of the site, plot details, Customer details and the nature of the Issue. Such notifications shall be deemed to be received when the transmission is complete. Subcontractors and Suppliers must ensure they are registered with Taylor Wimpey using an active email address and are responsible for checking the MyTasks portal daily for updates on their Issues. Subcontractors and Suppliers must also provide Taylor Wimpey with regular updates via MyTasks on any progress or changes related to the Issue. Subcontractors and Suppliers can upload photographs to MyTasks to report on the progress of an Issue. In the case of urgent/emergency works the Subcontractor or Supplier may also receive a telephone call. If a Subcontractor or Supplier is an 'emergency trade', the Subcontractor or Supplier must provide a 24/7 call handling service and appointed out of hours contact information. This can be a mobile number. For the purposes of this Policy, 'emergency trades' will include, but are not limited to, plumbers, electricians, locksmiths and drainage Subcontractors or Suppliers.
- 2.2.2 Subject to the terms of the Framework Agreement, Subcontractors and Suppliers will usually be given the opportunity to remedy Issues in the first instance and will be expected to remedy Issues at their own cost. Subcontractors and Suppliers must ensure that they meet the specified service level agreements ("**SLAs**") for resolving Issues. If they fail to meet the SLAs, Taylor Wimpey reserves the right to assign the work to another party at the Subcontractor's or Supplier's expense. In instances where it is not practical for the Subcontractor or Supplier to remedy the Issues (e.g., if remedying the Issue requires a different trade or multiple trades), Taylor Wimpey may, at its discretion, assign the work to a different trade, a multi-trade contractor and/or supplier or a Customer Services Operative, and the Subcontractor or Supplier at fault shall indemnify Taylor Wimpey for any costs incurred in resolving the Issue.
- 2.2.3 The Framework Agreement sets out the periods during which we can bring proceedings against a Subcontractor or Supplier for breach of any term in the Framework Agreement. Should an Issue arise after the Taylor Wimpey Warranty period or the Golden Brick Warranty Period, as the case may be, ends, the following will apply:
- (a) If the Issue was previously attended to within the Taylor Wimpey Warranty period or the Golden Brick Warranty Period, as the case may be, Taylor Wimpey may elect for the Subcontractor or Supplier to return and rectify the Issue at its own cost and within the time periods stipulated in section 2.3 below or instruct a third party to do so and recover the costs from the Subcontractor or Supplier.

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<sup>1</sup> <https://www.taylorwimpey.co.uk/support/contact-us/emergency>

<sup>2</sup> Please refer to Taylor Wimpey's website for further details.

- (b) If the Issue is considered a latent defect, Taylor Wimpey may elect for the Subcontractor or Supplier to rectify any such Issues in the Works at its cost and within the time periods stipulated in section 2.3 below or instruct a third party to do so and recover the costs from the Subcontractor or Supplier.
- (c) If the Issue arises as a result of an NHBC claim, Taylor Wimpey may elect for the Subcontractor or Supplier to rectify any Issues in the Works at its cost and within the time periods stipulated in section 2.3 below, or alternatively as stipulated by the NHBC, instruct a third party to do so and recover the costs from the Subcontractor or Supplier. Where the NHBC instructs a third party to carry out the Works, Taylor Wimpey shall be entitled to recover from the Subcontractor or Supplier any costs, expenses, or settlement amounts incurred in respect of the relevant Issue.
- (d) If the Issue arises as a result of a New Homes Ombudsman Service (**NHOS**) claim, Taylor Wimpey may elect for the Subcontractor or Supplier to rectify any Issues in the Works at its cost and within the time periods stipulated in section 2.3 below, or alternatively as stipulated by the NHOS, or instruct a third party to do so and recover the costs from the Subcontractor or Supplier. Where the NHOS instructs a third party to carry out the Works, Taylor Wimpey shall be entitled to recover from the Subcontractor or Supplier any costs, expenses, or settlement amounts incurred in respect of the relevant Issue.

2.2.4 All reported Issues are recorded on MyTasks and are held as incomplete until notified by the Subcontractor and/or Supplier that the fault has been completed to the Customer's satisfaction.

2.2.5 Details of all outstanding Issues logged by Taylor Wimpey Customer Service will be published on MyTasks. It is the responsibility of the Subcontractor and/or Supplier to check MyTasks and update the status report of the Issues logged on MyTasks daily. Taylor Wimpey accepts no responsibility or liability for any missed or unlogged Issues arising as a consequence of the Subcontractor's and/or Supplier's failure to routinely monitor and review the status of Issues on MyTasks.

2.2.6 All Customers, Subcontractors and Suppliers must ensure that their contact details, including out-of-hours contact details, Customer Service contact information and Customer details are always kept up to date with Taylor Wimpey Customer Service and the out-of-hours provider.

### **2.3 Response and Resolution Times**

2.3.1 With urgent and/or emergency Issues, a Subcontractor and/or Supplier must respond to and/or visit the Customer's Property within 2 hours of the notification of the Issue following a Notification (whether by telephone or email, whichever is received first). Both the Customer and Taylor Wimpey Customer Service or the out- of-hours provider (as applicable) must be kept up to date with progress. The Subcontractor and/or Supplier must arrange for Issues to be remedied within 24 hours of the Subcontractor's and/or Supplier's response to the Notification.

2.3.2 The Subcontractor and/or Supplier shall be responsible for notifying Taylor Wimpey, through MyTasks, upon resolution of an Issue by marking the Issue as closed within MyTasks, which will in turn generate an automated notification to Taylor Wimpey.

2.3.3 With routine Issues, the Customer should be contacted with an appointment within 48 hours of a Notification being received by the Subcontractor and/or Supplier to arrange for works to be completed within the proceeding 7 calendar days if no parts are required and within 21 calendar days if parts are required. All appointments must be scheduled in advance, and Subcontractors and/or Suppliers must not attend the Customer's property without a scheduled appointment.

2.3.4 Where a specified time of day cannot be given, a Customer should be offered a morning or afternoon appointment i.e. between 8am – 12pm or 12pm – 5pm. Subcontractors and/or Suppliers

should also contact the Customer no later than the day of attendance with at least 1 hours' notice of an estimated arrival time.

- 2.3.5 Until contact has been made with the Customer, a Subcontractor and/or Supplier is expected to attempt to contact the Customer on at least 3 separate occasions over a 3-day period, with at least one of those contacts being written (email is acceptable). If an appointment has not been arranged following these attempts, the Subcontractor and/or Supplier should inform Taylor Wimpey Customer Service following the third attempt, who will then advise of the next steps.
- 2.3.6 Subcontractors and Suppliers should notify Taylor Wimpey Customer Service as soon as is reasonably practical if the response and resolution times outlined above cannot be achieved and the reason why.
- 2.3.7 If the response and resolution times cannot be achieved, Taylor Wimpey has the right to make alternative arrangements in its sole discretion and the Subcontractor and/or Supplier will be liable for all associated costs (including any administration or customer compensation costs) in accordance with section 4 of this Policy. Please refer to section 4 of this Policy for further details.

## **2.4 Resolution of Issues and/or Snags**

- 2.4.1 In addition to the Subcontractor's and Supplier's health and safety obligations set out in the Framework Agreement, all Subcontractors and Suppliers must comply with Taylor Wimpey's health and safety procedures and supply relevant risk assessments and method statements ('**RAMS**') to cover all Works being completed.
- 2.4.2 Taylor Wimpey reserves the right to request job specific RAMS which fall outside of the normal scope of Works or that involve high risk activities. Subcontractors and/or Suppliers must ensure that these RAMS are provided within a reasonable timescale, taking into account the SLA for Issue resolution. Subcontractors and/or Suppliers may contact the regional Health Safety and Environment ('**HSE**') advisor for any further advice, and these contact details can be obtained through Taylor Wimpey Customer Service.
- 2.4.3 Taylor Wimpey reserves the right to request a construction phase plan where necessary.
- 2.4.4 Taylor Wimpey considers that all Subcontractors and Suppliers carrying out Works as a 'sole Subcontractor or Supplier' are responsible for discharging the duties of the principal Subcontractor and Supplier for the Works, and as such must ensure suitable arrangements are made within the business to discharge those duties.
- 2.4.5 Where a Subcontractor's or Supplier's remedial works requires the use of additional Subcontractors or Suppliers to remedy the Issue, Taylor Wimpey will appoint the most appropriate Subcontractor or Supplier to undertake the role of principal Subcontractor or Supplier, which will include the supervision, management and monitoring of other Subcontractors or Suppliers, regardless of if these are appointed by the Subcontractor, Supplier or Taylor Wimpey.
- 2.4.6 Taylor Wimpey considers two health and safety approaches to managing works depending on whether the instruction is on a live development where a Taylor Wimpey site manager is present or on a closed development where no Taylor Wimpey representative is present. Live site works must be managed in line with the site HSE manual and on closed developments the Customer Service HSE procedures apply.
- 2.4.7 All Works undertaken must be completed in line with any Specifications and Documents relevant to each trade set out by Taylor Wimpey and accessible through the commercial team or Taylor Wimpey's commercial website at [www.taylorwimpey.co.uk/commercial](http://www.taylorwimpey.co.uk/commercial) and must adhere to the CQA.

- 2.4.8 All Works shall be undertaken in accordance with the Framework Agreement, and where appropriate the Works Requirements, the NHBC Requirements, Supplier Code of Conduct, the Performance Standards, the Specifications and the Scope of Works current at the date on which the Order was issued to the Subcontractor or Supplier and in accordance with any additional conditions and matters included in the Order as originally issued to the Subcontractor or Supplier, together with any variations thereto as the Subcontractor or Supplier may subsequently be instructed (or otherwise required) to comply with.
- 2.4.9 Any works carried out by the Subcontractor and/or Supplier at the request of Taylor Wimpey, which are not provided for expressly in an Order, including where Taylor Wimpey's request for Works does not identify an applicable Order, will be carried out by the Subcontractor and/or Supplier in accordance with the following as appropriate: (i) the NHBC Requirements, the Supplier Code of Conduct, the Performance Standards and the Scope of Works that are relevant to such Works carried out (ii) the Framework Agreement as if an Order had been issued; and (iii) any Order in place at the time that is relative to such Works carried out at the request of Taylor Wimpey (including the Performance Standards, Specifications and Works Requirements relative to such Order).
- 2.4.10 Subject to the Framework Agreement, where an Issue has occurred as a direct result of poor workmanship, the Subcontractor and/or Supplier, at the direction of Taylor Wimpey, must not only remedy the Issue in line with the Scope of Works and any Specifications and Documents relevant to each trade set out by Taylor Wimpey and Taylor Wimpey's CQA, but must also make good their own work, also in line with Taylor Wimpey's CQA. If Taylor Wimpey has cause to source an alternative Subcontractor and/or Supplier to make good the Works, the Subcontractor and/or Supplier will be liable for all associated costs in accordance with section 4 of this Policy. Please refer to section 4 of this Policy for further details.
- 2.4.11 In cases where supply items are involved, it is the Subcontractor's responsibility to maintain ongoing communication with the manufacturer or supplier when Issues are referred. Subcontractors must ensure they follow up and manage these Issues as diligently as they would with their own SLAs, including pursuing any required recoveries or addressing delays directly with the supplier. Any costs arising from delays or issues with the manufacturer or supplier must be covered by the Subcontractor, and the Subcontractor shall be responsible for any recoveries from the supplier.
- 2.4.12 No order for payment will be issued prior to an inspection taking place. If the Subcontractor or Supplier attends and believes the Issue is not their fault, it is the Subcontractor's or Supplier's responsibility to provide sufficient evidence to Taylor Wimpey, including photographs, to support this claim.
- 2.4.13 Any instructions given to Subcontractors and/or Suppliers which may later be relied upon by the Subcontractor and/or Supplier should be formally documented in writing between the Subcontractor or Supplier and Taylor Wimpey Authorised Representatives.
- 2.4.14 If a Subcontractor and/or Supplier considers that the Works are in any way impacted by any issue in another party's preceding works ("**Third Party Works Issue**"), it must notify Taylor Wimpey in writing. If a Subcontractor and/or Supplier proceeds with the Works without first notifying Taylor Wimpey of the Third Party Works Issue, the Subcontractor and/or Supplier shall be precluded from later claiming any additional payment arising out of or in connection to the Third Party Works Issue.
- 2.4.15 All Subcontractors and Suppliers should notify Taylor Wimpey by updating MyTasks within 24 hours that Issues have been remedied or that additional work is required to remedy the Issues that the Subcontractor or Supplier is unable to complete themselves. Failure to notify Taylor Wimpey may result in any outstanding payment due to the Subcontractor and/or Supplier being withheld.

- 2.4.16 Both the Customer and Taylor Wimpey Customer Service must be kept up to date with all progress, including that of appointment times/dates, parts required with estimated delivery date, re-visit date, anticipated date of completion of works and any other information reasonably requested by Taylor Wimpey. A weekly update as a minimum should be provided by the Subcontractor and/or Supplier to Taylor Wimpey via MyTasks.
- 2.4.17 In addition to the indemnities provided by the Subcontractor and/or Supplier in the Framework Agreement, if the Customer refers a complaint to the New Homes Ombudsman Service and that claim is upheld and the reason relates to the Subcontractor and/or Supplier not carrying out the Works in line with the Scope of Works and Specifications and Documents relevant to each trade set out by Taylor Wimpey and the Taylor Wimpey CQA, then the Subcontractor and/or Supplier as applicable hereby indemnifies and holds harmless Taylor Wimpey for that claim, any fees imposed on Taylor Wimpey by the New Homes Ombudsman and any legal fees incurred by Taylor Wimpey in dealing with the claim. In addition to any costs incurred by Taylor Wimpey in connection with the referral of a complaint to the New Homes Ombudsman Service, a 20% administrative fee will apply.

### **3 Code of Conduct**

- 3.1 In addition to the Supplier Code of Conduct, when attending to the Works in a Customer's Property (subject to first scheduling and confirming an appointment with the Customer), Taylor Wimpey requires all Subcontractors and Suppliers to comply with Taylor Wimpey's policies as issued and updated from time to time and to operate to the following code of conduct:
- 3.1.1 Always look presentable, wearing clean and suitable clothing.
- 3.1.2 Always be polite and well-mannered and under no circumstances use offensive language or adopt an aggressive approach.
- 3.1.3 Only enter the Customer's Property if either the key holder, who must be over the age of 16, or a nominated Taylor Wimpey representative is present.
- 3.1.4 Do not engage in discussion with the Customer on the standard of previous workmanship, quality of materials, or on the standards of Taylor Wimpey. Should a Subcontractor and/or Supplier believe the standard of work completed by the previous trade is not to the required standard and any follow-on work would be affected, the Subcontractor and/or Supplier should inform Taylor Wimpey Customer Service immediately before continuing with any further work or leaving the Property.
- 3.1.5 Do not reveal any Confidential Information to the Customer, including that of other residents, colleagues or Taylor Wimpey employees.
- 3.1.6 Always be able to present photographic identification to the Customer e.g. CITB card.
- 3.1.7 Always explain what work is being carried out to the Customer and confirm with the Customer that they are happy for works to be carried out.
- 3.1.8 Before any work is started, ensure that protection is in place for valuables, furniture and carpets. It is the responsibility of the Subcontractor and/or Supplier to put appropriate protection measures in place to ensure that a customer's possessions are not damaged during the completion of remedial works. Only move items of furniture with the permission of the Customer. Taylor Wimpey should be notified immediately should any damage be caused.
- 3.1.9 Ensure that on completion of any work or at the end of each day, all waste is removed, and the working area is left clean, tidy and presentable on the Property. Where permission is given by the Customer, photographs should be taken prior to and on completion of any works.

- 3.1.10 On completion of any work, ensure the Customer is satisfied and record all updates on MyTasks.
- 3.1.11 Smoking, eating and drinking should take place away from the Customer's Property and other occupied properties and all litter must be removed from the area.
- 3.1.12 Unless consent has been gained from the Customer, do not play music or use welfare facilities within the Property.
- 3.1.13 Do not leave the Property unattended without securing the Property first.
- 3.1.14 Should the Customer have additional items to raise with Taylor Wimpey, Subcontractors and/or Suppliers should advise the Customer to contact Taylor Wimpey Customer Service. The Subcontractors and/or Suppliers must not promise any additional works to the Customer.

#### **4 Contra-Charging**

- 4.1 Taylor Wimpey may set off against any payment due to the Subcontractor and/or Supplier under a Framework Agreement and/or Order any monies that the Subcontractor and/or Supplier owes Taylor Wimpey under this Policy.
- 4.2 Taylor Wimpey reserves the right to recover a missed appointment charge of £100 plus VAT where there is a failure by the Subcontractor and/or Supplier to attend an arranged Customer appointment ("**Missed Appointment Costs**").
- 4.3 Where the Subcontractor and/or Supplier cannot or will not carry out their obligations in accordance with this Policy, or where the Subcontractor and/or Supplier has completed their work but additional work is required to remedy the Issue, Taylor Wimpey may make alternative arrangements to carry out the Subcontractor's and/or Supplier's obligations and the Subcontractor and/or Supplier will be liable for all associated costs (including any administration or customer compensation costs and/or Missed Appointment Charge) ("**Policy Costs**").
- 4.4 Such circumstances shall include, but are not limited to, the following:
- (a) Failure to attend to any work within the timescales detailed within this Policy.
  - (b) Poor workmanship or materials that have resulted in additional work being created for others or damage caused to the Customer's Property. This includes any removal costs incurred to facilitate works, such as flooring replacement, which will be the responsibility of the Subcontractor and/or Supplier.
  - (c) The value of any items that have been damaged because of works carried out by the Contractor and/or Supplier.
  - (d) Failure to comply with sections 2.3 and 2.4 of the Policy.
  - (e) Failure to make themselves available or respond when contacted out of hours.
  - (f) Where failed repairs or poor conduct have resulted in the Customer refusing any further works from the Subcontractor and/or Supplier at fault.
- 4.5 Where Taylor Wimpey believes the Customer to have experienced an unreasonable level of stress and/or inconvenience which can involve, but is not limited to, time taken off work, extra expenses incurred and removal from their Property, Taylor Wimpey may seek reimbursement for any compensation payments it pays to the Customer ("**Compensation costs**").

- 4.6 In addition, Taylor Wimpey reserves the right to charge an administration fee of 20% of its associated costs ("**Administration Costs**") where:
- (a) the Subcontractor and/or Supplier has failed to fulfil their obligations, or work has been completed but additional work from another subcontractor and/or supplier is required to remedy the Issue. In reoccurring cases, this may also lead to tendered work being withdrawn.
  - (b) sections 2.2.3(a), 2.2.3(b), 2.2.3(c) and 4.3 apply.
- 4.7 Where a Customer fails to attend an arranged Customer appointment, a Subcontractor and/or Supplier shall be entitled to recover, at its discretion, a fee from Taylor Wimpey for the missed appointment, provided that the Subcontractor and/or Supplier provide evidence to Taylor Wimpey's satisfaction that the appointment was arranged and confirmed with the Customer. The fee recoverable from Taylor Wimpey in this respect shall be no greater than the Subcontractor's and/or Supplier's day rate for the arranged Customer appointment.
- 4.8 Taylor Wimpey will issue the Supplier and/or Subcontractor with an invoice for any Missed Appointment Costs, Policy Costs, Compensation Costs and/or Administration Costs. The due date of such an invoice is the date on which the invoice is issued and the final date for payment is 5 days after the due date for that invoice.
- 4.9 If payment is not received by the final date for payment in respect of any invoice, the amount due under that invoice will be contra-charged against any sum due under the Framework Agreement and/or any Order (deducted from the Contract Sum and/or Price, as applicable).

## **5 Demonstration of Service Level Agreements**

- 5.1 All Subcontractors and Suppliers must be able to demonstrate adherence (by providing all reasonable evidence) to the service level agreement set out by Taylor Wimpey, being those obligations of Subcontractors and Suppliers as contained in this Policy, which include, but are not limited to, those obligations contained in sections 2.2.3 (and its subclauses), 2.2.5, 2.3 (and its subclauses), 2.4.1, 2.4.6, 2.4.7 to 2.4.12, and 2.4.14 to 2.4.15.