



MANAGING YOUR CONTRACTORS

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Your original contractors are central to the success of effective aftercare. In their agreement with you, the housebuilder, there should be a clause that specifies that they are responsible for defects i.e., if their work becomes defective, they must return and correct it, within a reasonable time frame (30 days for routine problems) and at their expense – not yours or the homeowners.

A well written build agreement will make this very clear. In our experience, relatively few build agreements are very well written – at least in this regard. It is important to pay particular attention to this in future contracts, as time spent on the detail now, will pay dividends later. To be clear, as housebuilder, your obligation was whatever the applicable 10-year warranty specified; usually, but not always, 2 years (some allowed 1 year).

The publication of the New Homes Quality Code in December 2021 is very clear, regardless of your warranty, you must provide 2 years after care. So, the nearer you can make your contractor's commitment to mirror yours, the better. Of course, the contractor's clock usually starts to tick at practical completion whereas yours begins at legal completion, so there will always be a gap that you're required to pay to fill at a later stage.

After Build work hard to develop a good relationship with every contractor we work with as its important to delivering a consistently reliable service to the homeowner. From time-to-time we face resistance or some other issue that prevents them from accepting

our job instruction and, unless we have pre-agreed at the set-up stage, how you want us to handle these situations, we will contact you for guidance.

There are two aspects that you will face when this occurs. Firstly, an alternative contractor will cost you money. Unfortunately, this is an unavoidable scenario if your original contractor won't accept our instruction. These are the usual reasons we are given for non-acceptance:

- No longer under a contractual obligation
- Were never under a contractual obligation (poor build agreement)
- Have gone out of business
- In financial difficulties
- Haven't been paid

There is little we can do to resolve any of these reasons, but always happy to provide evidence that we have followed the necessary protocol to instruct the original before sending an alternative contractor, so that if you have a chance to recover your costs from their retention, you are able to.

The other aspect is, finding a suitable alternative. One of the benefits of operating as we do, is that we have access to almost 2,000 contractors – working across our client base. So, our ability to find an alternative is generally higher than anyone else's. Furthermore, we operate a scheme we call 'Bid for Work' where the headline details of the job are posted on a public domain web page and contractors are invited to offer their services.