

### Aim:

To successfully deliver all projects to the client's satisfaction in accordance with their requirements in respect of time, quality, safety and budget. The Supplier policy is applicable to material suppliers, sub-contractors and consultants.

Procedure: Bryen and Langley will achieve the above aim by:

- Maintaining a Preferred Suppliers list restricted to those suppliers who achieve and maintain a satisfactory record with the company.
- Reducing the supplier base to a level whereby all listed suppliers are of known capability.
- Requiring staff to complete and submit Assessment Forms detailing the performance of suppliers at the end of each contract.
- Maintaining a database of suppliers which provides details of performance on previous contracts.
- · Working in partnership with our suppliers to build teams with common goals
- Ensuring benefits gained from partnering arrangements are shared with our suppliers and clients.
- Encouraging the development of new procedures and the use of 'Best Working Practice'
- Ensuring enquiries to suppliers accurately reflect the client's requirements i.e. copies of contract specifications, drawings, etc. are provided.
- Ensuring all orders placed reflect the main contract conditionsi.e. they are 'back-to-back'
- Providing suppliers with schedules and programmes detailing dates for delivery.
- Requiring suppliers to provide all necessary documentation in respect of Insurance, Health and Safety and Environmental matters and to agree to work to both Bryen and Langley's and the client's requirements in these areas.
- When selecting suppliers taking account of their previous record with the company; obtaining
  references when applicable; assessing their QA systems; reviewing their safety and
  environmental records; ensuring adequate resources are available, analysing their business
  strategy i.e. not basing decisions on price alone.
- Requesting our suppliers to 'sign up' to our Customer Care Philosophy and Company Policies.



All suppliers, sub-contractors and consultants who attend site on our behalf are subject to the same site rules that apply to Bryen & Langley Ltd. They must undergo site induction, if they remain on site and must come will all required PPE.

On a daily basis they must sign in and out of site in accordance with our procedures. Inspection and monitoring of their work will be carried out on a daily basis by the Bryen & Langley Site Supervisor and on a weekly basis by the Bryen & Langley Site Manager.

Their works, progress and quality will be recorded in our Site Manager's Weekly Report which is submitted to our Contract Manager who reviews the content and decides on any action points, training required or information that needs to be distributed.

All equipment must be adequately tested and calibrated to ensure it works efficiently. Suppliers delivering to our sites must ensure that sufficient labour arrives with the delivery to safely off-load the items and leave them where directed by our Site Manager. This includes any machinery

or equipment required to make this happen.

All suppliers, sub-contractors and consultants will have access to the Bryen & Langley welfare facilities on site.

Sub-Contractors must submit copies of their insurances and health & safety policy documents when applying for inclusion on the approved database. These are updated annually.

Alan Escudier, Director **July 2024** 

# Supply Chain - Suppliers & Sub-Contractors



Supplier & Sub-Contractor Database

When a supplier or sub-contractor are selected to supply or work for Bryen & Langley, they must first complete an application form and provide full company details plus proof of insurances, tax status and health & safety arrangements.

The details of this form are then entered on to our database and the supporting documentation is scanned and added to the record. Our system reminds us when insurances are due for renewal and will not permit us to raise purchase orders or payments to anyone with expired insurances.

Once the record is live, purchase orders can be raised and when the works are complete and the invoice received, the details of the invoice are added to the system and linked to the supplier record and purchase order, so at any given moment we can review what purchase orders and invoices have been issued and received respectively from a particular supplier or sub-contractor.

Suppliers are monitored for the accuracy of what they delivery; delivery notes are checked against purchase orders and prices against quotations. Discrepancies are noted and repeat discrepancies may result in that supplier being suspended or removed from the database,

Sub-contractors are assessed via a report at the end of their project works and a score added to their database record. The scores are monitored and should they drop below a stated level then that sub-contractor could be suspended or removed from the database.

The database is under continual review and development in order to provide up to date information and performance details.

Bryen & Langley Construction Ltd \_



## Supplier Payment Terms - Fair & Prompt Payment

As per the Construction Supply Chain Payment Charter, "fair and transparent payment practices are essential to the achievement of successful integrated working and construction projects."

We will pay our suppliers in accordance with the Charter, wherever possible payment is to be made within 30 days.

In those instances where we have negotiated more favourable terms, e.g. with one of our long-term suppliers that we have used for many years, the payment terms have a ceiling of 60 days.

### **PAYMENT COMMITMENTS**

We agree that on all new construction contracts we will meet the fair payment commitments set out below.

- We will make correct full payment as and when due for all work properly carried out, or products supplied, in accordance with the contract. We will ensure any withholding of payment due to defects or non-delivery is proportionate, and clearly, specifically and demonstrably justified in line with the arrangements set out in the contract.
- 2) We will not deliberately delay or unreasonably withhold payment.
- 3) For all new contracts we will ensure that payments are made to our supply chain not more than 30 calendar days from the end of the Calendar month in which the work is carried out or products are supplied.
- 4) Public authorities are required to pay within 30 calendar days. On central Government contracts, payment will be made to Tier 1 within 14 days, to Tier 2 within 19 days and to Tier 3 within 23 days of the due date, which will be 7 days after the common assessment or valuation date established by the client in the Tier 1 contract.
- 5) We will either not withhold cash retention or ensure that any arrangements for retention with our supply chain are no more onerous than those implemented by the client in the Tier 1 contract. Our ambition is to move to zero retentions by 2025.
- 6) We will issue any 'pay less' notices at the earliest opportunity.



# **Supplier Invoice Dispute Procedure**

We have made a commitment to pay our suppliers and sub-contractors on time and within the agreed terms of our contract with them.

We issue a company Purchase Order (PO) for every purchase and these numbers must be quoted on the ensuing invoice sent to us so that it can be traced and costed.

Failure to quote the PO number will result in the invoice being declined and returned to the supplier for amendment and resubmission.

In the event of a dispute of an invoice, the supplier will receive a letter or email addressed to the contact nominated by them to deal with our PO explaining why the invoice is disputed and suggesting, where possible, a resolution to the issue.

Payment terms will take effect from the date of receipt of the amended invoice.

#### **Process**

If you have a dispute with a supplier, it is important to handle it in a professional and timely manner. Here are some general steps you can take to resolve a supplier invoice dispute:

### 1.Review the invoice:

Check the invoice for any errors or discrepancies. If you find any, contact the supplier immediately to discuss the issue.

## 2. Contact the supplier:

If you have a dispute with the supplier, contact them as soon as possible to discuss the issue. Be sure to provide them with all the necessary information, including the invoice number, date, and amount.

# 3. Document the dispute:

Keep a record of all communications with the supplier regarding the dispute.

This will help you keep track of the progress of the dispute and provide evidence if necessary.

## 4. Negotiate a resolution:

Work with the supplier to find a mutually acceptable solution to the dispute.

This may involve negotiating a new payment plan, adjusting the invoice, or agreeing to a partial payment.