

# TERMS OF TRADING

All suppliers and contractors delivering product and services to clients of the HML Group of Companies must be formally registered on the **HML Contractor Accreditation Scheme** administered by HML Technical Services. A supplier or contractor has to have their application approved and registered on the system before any Works Order, Work Instruction or Term Contract can be issued or payments made of behalf of the company or their clients.

All Work Orders, Work Instructions or Term Contracts will be identified by a unique reference number which must be quoted on all correspondence, estimates or invoices. In the case of Term Contracts, each unique reference number quoted will only allow invoices to be presented in line with the number of service calls required within a 12 month period (ie. a requirement for quarterly service calls will only allow the use of a Term Contract number 4 times in a 12 month period whereas a Works Order will only allow one invoice submission). Any invoice presented without quoting a current Works Order or Term Contract number will be returned to the supplier unpaid.

All orders are placed by the relevant HML Group Company on behalf of their clients. This will be stated on the Works Order or Term Contract. When invoicing, it is essential that the invoice is billed in the name of the client c/o the relevant HML office location (ie. ABC Management Company, c/o HML Bristol). Any invoice not presented in this way will be returned to the supplier unpaid.

All invoices are to be presented on a regular basis. Invoices that are issued after 3 months from the date of the supply or delivery of goods or services may be deemed as out of time and may not be paid by the client.

## INVOICES

All invoices should be submitted clearly providing the following information. Invoices presented without this information may be returned to the supplier unpaid.

- Title: The client's name or title, ie ABC Management Company c/o HML PM Ltd
- The Date (or tax point) of the invoice
- Quote clearly our Works Order or Term Contract reference number
- Date of works, product and/or services provided
- Address where works, products and services were provided
- If the works are to common services or common areas then a brief description is needed to clearly define the area of the development (ie. "stairway to Block C")
- Details of works, kept to about 60 words maximum (although a separate sheet may be attached)
- If the work refers to an earlier estimate, detail of works with estimate reference number and copy of estimate or progress payment certificate to be attached
- Charges split into labour and materials for works and services. For products, a description of each product along with the cost of each item - all discounts shown before total
- Total with VAT shown separately. The VAT charge rate (ie 20%), should be shown
- Company VAT number where applicable
- Address and telephone number of supplying company/trader
- Name and address of person who should receive payment if this is a sole trader operating under a trading name
- All Invoices must be submitted on headed notepaper or formal invoicing system paper with clear unique identification numbers or reference and should be A4 in size
- In the event of being selected an Emergency Contractor, works may be undertaken without an order number. However the contractor is liable to obtain an official Works Order number from the company within 48 hours of the incident.

## **CONTRACTED (TERM CONTRACT) SERVICES**

Where maintenance work or supplies are completed on the basis of a periodic contract, each and every contract should be renewed every 12 months. Where work is invoiced on the basis of a contract the work/supplies must be listed and the detail of the contract services embedded in the invoice. The period for which the contract covers and amount of the contract must be clearly stated. The contract must be formally renewed each year and will not be automatically renewed. All contracts will be issued in the name of the client, and the client is fully responsible for the discharge of the liability.

## **ADMINISTRATION FEE**

The Administration Fee is applied to enable HML to manage the Contractor panel and is not a guarantee of work or income.

## **PAYMENTS**

On receipt of correctly issued invoices, HML companies will endeavour to arrange payment by their clients within 45 days. Where there may be problems with payment, suppliers will be advised within 20 days. In order to speed up the payment process all suppliers will be paid by BACS.

We undertake where possible to not knowingly place a Works Order on behalf of our clients without being assured that the funds are available to discharge the clients incurred obligation.

## **INVOICE FACTORING**

Any supplier may wish to factor their invoices. However, we would still require paying in the name of the supplier so as to ensure an audit trail to enable our clients to track expenditure paid on their behalf. Suppliers should ensure that when they enter factoring arrangement they ensure that this requirement is available.

## **PAYMENT OF INVOICES TO THIRD PARTIES**

We will only pay the company or sole trader invoicing the work and will not re-route payments through a third party.

## **REGISTRATION FOR VAT**

Where a supplier tenders invoices for payment as a non-registered VAT entity but subsequently registers for VAT, it shall be understood that no back dated VAT claims will be entertained. VAT due must be charged only at the point of invoice.

## **STATEMENTS**

Contractors and suppliers must send statements monthly to ensure all invoices are processed. This statement should be in the name of the HML PM Ltd broken out into clients names. This should state:

- Client
- Address of property
- Date of Invoice
- Invoice number
- Total invoice amount

## **CANCELLED INVOICES**

All disputed invoices or those raised in error must be cancelled and re-issued as agreed. No invoice previously disputed will be paid if there are alterations to the substance of the invoice. Where invoices are cancelled, full credit notes must be submitted.

## **DATA PROTECTION**

HML acts as an agent and advisor to its clients. Although primary legal responsibility for the control of data lies with the client as Data Controller, HML act on its client's behalf as Data Processor in the meaning of the Data Protection Act 1998 and the General Data Protection Regulation 2018 and have accordingly put in place a series of safeguards, policies and procedures in place to protect the security of this data. It may be necessary from time to time for HML to provide a supplier or contractor with data referring to a building or development. This data should not be retained longer than completion of the works and disposed of in a safe and secure manner.