



Customer Charter

This is our customer charter. It sets out our commitments to provide you with service, procedures and information at appropriate stages during your purchase.

1. We will give you a copy of our customer charter if you ask for one. We will automatically give you a copy if you reserve a property.

Our customer charter is important in setting out our commitments to you. We will publish our charter in our sales offices and a copy is available on our website. If, for any reason, you have not received a copy before you reserve a property, please do not hesitate to ask for one.

2. We will work to set procedures to meet the commitments we have stated in our customer charter.

We have systems and procedures to help ensure that:

- _ we can give you the information and service to enable you to make a well-informed and enjoyable purchase; and
- _ we can deliver a good after-sales service. We will provide you with a flow of information as the purchase proceeds. You will receive a home buyers information pack when you move into your new home We will also meet you at various stages to explain:
 - _ the process; and
 - _ the details of your new home.

3. We will train our staff to understand their responsibilities in our dealings with you and what the customer charter means for you.

Our Sales staff are responsible for dealing with any questions you may have at any stage when buying the property and afterwards. They have been trained to understand their personal responsibilities to you, the Company's main legal responsibilities to you, and the commitments we have made to you under our customer charter.

If you need to talk to us, please contact our Sales Manager on 01761 417292 and we will be pleased to help you. We will contact you when necessary.

4. We will give you the detailed pre-contract information you need to make an informed decision about buying the property.

We will give you all the pre-contract information you need before you are expected to exchange contracts. We will write it in plain language, without jargon, to help you make an informed decision about buying the property.

Pre-contract information should usually cover

- _ the main contract terms of sale including price;
- _ pricing information, showing the total price and a breakdown of how we have reached the price;
- _ details of the home including land and communal areas, location, development site layout, demarcation and boundary details;
- _ a sketch layout plan with approximate room sizes marked;
- _ summary details of the type of construction of the house;
- _ the fixtures and fittings to be included;
- _ any choices and options, if available;
- _ the type of heating system and number of radiators or outlets;
- _ kitchen and bathroom layouts;
- _ summary of the external works and materials;
- _ details of things that may not be finished before you buy the property, such as final surfacing to roads and footpaths and landscaping; and
- _ details of any costs or charges each year, where known, for which you will be responsible.



You should choose and appoint your own solicitor or conveyancer to:

- _ represent your interests; and
- _ deal with the legal formalities of buying the property including exchange of contracts, legal completion handover and occupation.

5. We will let you know:

- _ **who to contact at every stage of your purchase;**
- _ **how we will deal with your questions; and**
- _ **any relevant choices and options you can consider.**

We will give you the name and contact details of our staff who will be responsible for helping you during the buying process.

We will also explain how we will deal with your questions.

6. We will give you health and safety advice to reduce, as far as possible, the risk of danger on the development site during construction and in the use of your home.

We will let you know about the health and safety precautions that you and we must take before you visit a development site and if you are living on a development where construction work is continuing.

We will give you a health and safety file for your home under the Construction (Design and Management) Regulations 1994.

We will do this after you have been given notice of the legal completion date at, or just before, handover.

We appreciate that you may want to look at your home whilst we are building it. However building sites are dangerous and are defined in law as 'workplaces'. We are legally responsible for the site where work is taking place and we must not, by law, allow access to the public.

For your own safety you must never go onto the development site without our prior agreement. We may not always be able to give this agreement. However, when we can, we will make arrangements and provide the protective clothing, footwear or other equipment you may need. You must use it while on our development site.

7. Our marketing and advertising will be clear and truthful.

We will make sure all our marketing literature and advertisements comply with relevant laws and advertising codes.

8. Our contract-of-sale terms and conditions will be clear and fair.

The contract-of-sale terms and conditions that we enter into with you will be clear and fair. They will comply with the Unfair Terms in Consumer Contracts Regulations 1999.

9. We will make clear to you your cancellation rights.

We will give you clear and accurate information in the so that you can understand any cancellation rights relating to your purchase.

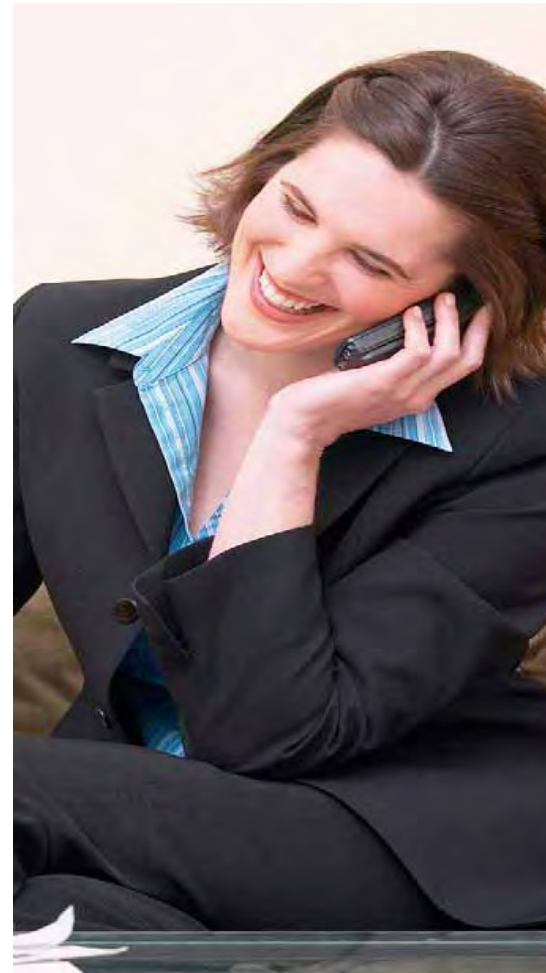
10. We will give you reliable information about NHBC's Buildmark cover and any other guarantees and warranties from which you may benefit.

Your new home will benefit from the 10-year NHBC Buildmark cover.

This is included in the purchase price of the property. The cover is described below in general terms only. You should always refer to the policy for full details.

Before the sale is legally completed NHBC's Buildmark cover provides protection in the unlikely event that the house builder becomes insolvent. In the first two years after completion it says that the house builder must repair defects.

Over the following eight years, NHBC's Buildmark provides cover against the cost (subject to the minimum claim value and exclusions and limitations shown in the policy document) of putting right any significant damage to the load-bearing structure and certain parts of the home, that first appeared during this period.



NHBC's Buildmark does not cover wear and tear or lack of maintenance. You will find details of the cover in your own NHBC Buildmark document, which you will receive from us through your solicitor.

You should read it carefully and ask your solicitor to explain anything you do not understand.

You can see a specimen NHBC Buildmark cover at our sales office. You can also visit NHBC's website www.nhbc.co.uk to see a copy if you want. NHBC can send you a video describing the cover, which you can order from its website under 'NHBC Publications'.

11. We will explain how we protect your deposit and how we deal with any other pre-payments.

We will make sure we will protect any property reservation deposits and contract deposits that we receive from you.

If we receive other pre-payments from you, we will tell you how we will deal with them.

12. We will give you reliable information about the timing of construction, legal completion and handover of the property.

Once you have reserved your property, we will regularly contact you to keep you informed of construction progress.

We will give you information about when we expect the construction of the property to be completed, which will become more definite as building work nears completion.

- _ Before the foundations are completed we will let you know what season we expect the property to be completed.
- _ Once the property is decorated, we will let you know what week we expect the property to be completed.

Once a completion date is set we will ensure that: the transfer of ownership takes place; and the functions and facilities of the property are demonstrated to you.

We will keep you regularly informed as the property nears completion.

The date of legal completion will be agreed with you to fall within the notice period already agreed with you in the contract-of-sale.

We will give you an information pack about your home at, or just before, we handover the property to you. We will also offer to meet you at your property, at an agreed time, to demonstrate how all the facilities work. You will be given the keys to your property when your solicitor has paid us and the sale has been legally completed.

Information pack

At or just before handover, we will give you an information pack about your home. This will contain:

- health and safety information, including the health and safety file for your home required under the Construction (Design and Management) Regulations; 1994
- product information including instructions for the central-heating boiler;
- guidance on any items that need servicing and maintenance;
- an explanation of our after-sales procedures;
- a copy of NHBC's booklet 'Guide to your new home';
- an explanation of NHBC's Buildmark cover, including what we are responsible for; and
- details of when NHBC's Buildmark cover comes to an end.

_ Demonstration visit

At an agreed time, we will offer to meet you at the property to demonstrate how the facilities work.

This will show you how everything works and point out important items including the position of stop valves, the electrical consumer unit, gas-control valves, and the central-heating controls and hot-water systems.

We will discuss and explain any points you are not clear about.



Handover

When your solicitor has paid the money due to us and the sale has been legally completed we will give the keys to you. This legal formality must take place to protect your and our position. To avoid delay and disappointment, please make sure that your solicitor and any mortgage lender are fully aware of your timetable and arrangements. We will arrange with you for a member of our staff to be available and make sure that your home is clean has no defects and that there is safe and clear access.

13. We will inform you clearly about the after-sale and emergency services that we will provide for a certain period after completion.

We hope there will be no problems after you have moved in to your new home, but our commitment to you continues after the sale has been completed.

So we will give you details of the person to contact about any requests for non-urgent service calls or emergencies.

We will make sure that you know what to do if you need a non-urgent service call or if there is an emergency.

We will repair defects in your home under the terms of NHBC's Buildmark cover. However, we are not responsible for problems caused by wear and tear, decorating and routine maintenance. You are responsible for these items.

_ Non-urgent service calls

Our information pack gives details of our non urgent service call contacts and procedures.

_ Emergencies

By emergency we mean a problem that is, or seems to be, an immediate danger to your property or to health, safety or security.

This does not include:

- anything caused by failing to follow operating instructions or not taking reasonable precautions
 - fair wear and tear; and- events such as storm damage that are outside the house builder's control and normally covered by household insurance.
- Our information pack gives details of our emergency contacts and procedures.

14. We will tell you about our procedures for dealing with customer complaints, including the availability of any services that can help resolve complaints about warranties.

Our information will contain details of how you can:

- _ use our complaints system;
- _ use a service that can help resolve complaints about warranties that are not sorted out by our own complaint procedure; and
- _ use any further complaint procedures if we cannot deal with the complaint satisfactorily.

If you are dissatisfied with any part of the service you have received from us under our charter, please contact our Sales Manager on 01761 417292

15. We will co-operate with appropriately qualified professional advisors you have appointed to help resolve disputes.

We will co-operate with your appropriately qualified professional advisors to sort out disputes. You will need to write to us to:

- _ say who you want to represent you; and
- _ give details of his/her qualifications.

We will want to provide the same level of co-operation as we would give you if you were acting alone. So if we do not think your representative is appropriately qualified, we will discuss the matter with you. For example, an architect may not always be qualified to deal with a structural engineering matter.

Our customer charter commitments do not affect your statutory rights.

