



Our Customer Charter

This Customer Charter sets out our commitment to you, our customer. We aim to make your purchase experience as enjoyable and informative as possible at every step of the way to buying your brand new Llanmoor Home and following your moving in.

We have adopted the principles and good practice of the Consumer Code for Home Builders as part of this customer charter. We will provide you with a copy of our Customer Charter if you ask for one and will provide you with one automatically when you reserve a Llanmoor Home.

A shortened summary of this charter is also available in our Sales Centres and on our website at www.llanmoor-homes.co.uk. Our employees have been provided with training as to understanding the charter and as to our responsibilities to you the home buyer under the code.

Information Pre Contract

We will provide you with sufficient pre purchase information to help you to make an informed decision about buying a Llanmoor Home.

The Sales Negotiator based at the Sales Centre will be your main point of contact during your purchase from reservation through to your taking occupation of your new home. You will be provided with the contact telephone number & E Mail address for the Sales Centre and as to the opening hours. In the event that our Sales Centre is closed, we will be pleased to assist you at the company Head Office between 9.00am and 5.15pm Monday to Friday inclusive on 01443 228413 or 226888. Alternatively, you may also contact us via e mail at sales@llanmoor-homes.co.uk. In the event that our Sales Negotiator is unable to assist in relation to your enquiry, contact will be made with a suitably qualified person at the company Head Office and you will be called back with a response by either the Sales negotiator or other suitably qualified company employee as soon as possible.

Following your reservation and prior to your moving in, we will make arrangements for you to meet with our Site Manager who will be pleased to assist you with any technical questions which our Sales Negotiator may be unable to answer.

Prior to your proceeding with a reservation, we will provide you with a copy of brochures and plans which reliably depict the layout and position of the property style of interest to you, together with a copy of the specification relating to the internal fittings.

Reservation

Our Sales Negotiator will advise you of the reservation procedure prior to your deciding to proceed with your purchase.

A reservation fee of £500 – 00 will be payable upon the reservation of any Llanmoor Home. All reservations are taken on the basis that they are SUBJECT TO CONTRACT. In the event that you are unable to proceed with your purchase, we agree to pay back the reservation fee less our reasonable administrative and other costs incurred in processing and holding the reservation. The range of deductions from the reservation fee will be between £150.00 and the whole £500.00 dependant upon the period of time between placing of the reservation and the four week contract exchange date. All reservation fees are taken on the basis that contracts are exchanged within four weeks of the reservation date and such date will be noted on the reservation form. The Company reserves the right to re offer the property for sale in the event that contracts fail to be exchanged within the agreed reservation period or prior in the event that it becomes clear that you will be unable to proceed with your purchase. We are of course well aware of the potential delays during the pre contract reservation period and will be ensuring that our Sales Negotiators contact you and or your advisers for regular updates as to progress towards contracts being exchanged. We would ask that you please also ensure that you keep in regular contact with both our Sales Negotiator and advisers in order to ensure that matters are proceeding within the required timescales. In the event of any delay relating to contract exchange, based upon the information available, it will be at the discretion of the Sales Director as to whether any extension to the reservation period will be allowed.

The reservation agreement will list the development name, plot number, home design, price, postal address if available and any incentives which have been agreed. In addition, it will indicate the date that the price and incentives are valid until. Once the reservation form has been signed by both you the purchaser/s and our Sales Negotiator and the reservation fee has been paid, we will take the property off the market until the date stipulated on the reservation form, unless the situation has changed as to your ability to proceed with your purchase.

You will have the right to cancel your reservation at any time during the reservation period. In such event, a deduction will be made from the reservation fee to cover our reasonable administrative and other costs as listed on the Reservation Agreement.

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Whilst completing the reservation forms, we will follow a reservation checklist as to what information has been provided to you at the time of reservation. This checklist will be signed and dated by both yourself and our Sales Negotiator by way of confirmation that all relevant information has been provided and understood. A fee will be charged at the time of Legal Completion (Occupation) by way of contribution towards our legal fees and in relation to provision of a legal boundary plan for the legal contract documentation. Our Sales Negotiator will advise you of the amount of these charges and of any other relevant charges at the time of your reservation.

Warranty

All homes constructed by Llanmoor Homes include the following Warranties:

Initial Two Year Warranty

Llanmoor Homes provide each property with a warranty backed by the National Housebuilding Council (NHBC). As part of this warranty, Llanmoor provide a two year warranty as to the plumbing, heating, electrical installation and structure of your new home. In the event of any matters of concern, the homeowner is required to write to the company Head Office or e mail to customer-care@llanmoor-homes.co.uk listing your Name, address, contact telephone numbers & E Mail address and the nature of the problems. Upon receipt of any such we will write or e mail you to confirm receipt and make arrangements for the relevant Site Manager to make contact with you in order to visit your home to view the issues reported. Having agreed any remedial works which may be required under the terms of the initial two year warranty, arrangements will be made for our maintenance staff to visit your home at a mutually convenient date and time. Please note that all visits will be carried out during normal site working days and hours only.

In the event that you experience an issue of an urgent nature outside normal site hours (Plumbing Leak, Electrical Failure for example) you will need to make contact with the relevant plumbing or electrical contractor on the after hours contact numbers which you will be provided in your completion day handover pack. No charge will be levied by the contractor where the matter is as a result in a failure due to poor workmanship / a fault in initial installation. A charge may however be levied in the event that the matter relates to an issue not attributable to a defect on installation or failure of a product.

Appliances & Central Heating Boiler

The Central heating system is guaranteed against defect for the first two years following your occupation. Please note however that a condition of this guarantee is that the boiler is serviced by a suitably qualified heating engineer on an annual basis. Failure to do so will result in the guarantee being invalidated.

All kitchen appliances supplied in your new home whether standard items or extra cost items are offered with the manufacturers 1 year guarantee only. Please ensure that any guarantee cards are completed and returned to the manufacturer as soon as possible following your occupation. The instruction booklets provided with the appliances will list the after sales contact numbers. Details will also be available via the manufacturers own websites.

Ten Year NHBC Buildmark Warranty

All Llanmoor Homes are sold with the benefit of a ten year NHBC Buildmark Warranty. As indicated above the property is guaranteed by Llanmoor Homes for the initial two year period following first

occupation. The Buildmark Warranty provides our purchasers with peace of mind insurance cover from contract exchange, through to legal completion and until the end of the ten year warranty. The NHBC ensure that we construct your home to the NHBC standards by way of regular inspections throughout construction of your new home and requires that we abide by our responsibilities during the initial two year warranty period. From the beginning of the third year to the end of the tenth year, the NHBC themselves provide a warranty relating to the structural integrity of your home.

In the event of any concern relating to such issues and upon your contacting the NHBC Claims department, arrangements will be made for a claims assessor to visit your property to view the areas of concern and if necessary arrange for any remedial works. A Guide to Your New Home booklet will be provided to you in the completion day handover pack. This booklet provides you with valuable information in relation to the Buildmark cover and also includes guidance as to how to run your new home.

Notice of insurance cover documents under the NHBC Buildmark warranty will be provided to your Solicitor following exchange of contracts. These documents will either be kept with the deeds to your new home with your Solicitor / Mortgage provider or returned to you for safe keeping. Please ensure that any documentation sent to you by your Solicitor is kept in a safe place as you will need them in the event that you need to make a claim or sell your home in the future.

Appointment of Legal & Financial advisor

Once you are ready to reserve your new Llanmoor Home you will need to appoint a professional legal advisor to carry out the legal formalities of buying the property and to represent your interests. Your legal advisor will receive all legal documentation in relation to your purchase from our own Solicitor and will examine the terms of the contract, deal with the formal exchange of contracts and arrange for all necessary funds in order to proceed to legal completion once the property is ready for occupation.

Whilst your legal representative is carrying out these matters, you will need to make arrangements in relation to obtaining a mortgage advance and / or alternative funding to enable you to proceed with your purchase. Please ensure that you speak to both your legal advisor and mortgage provider / Independent Financial Advisor on a regular basis in order to ensure that all matters are in hand to enable you to proceed to an exchange of contracts within the reservation period.

In the event that you have not made your own arrangements, we can recommend both Legal and Independent Financial advisers to act for you in your purchase. We do not however restrict you to use our recommended Legal and or Financial advisor.

Information as to exchange of contracts

We will ensure that our Contract of sale terms and conditions are clear and fair in accordance with the Unfair Terms in Consumer Contract Regulations 1999 and in particular:

In order to avoid disputes as to any oral statements made during your pre contract dealings with our company, we request that our purchasers write to our Solicitor through your own legal advisor prior to contract exchange notifying us of any oral statements made by our representatives upon which you may be relying. Upon receipt of any such letter, our Solicitor will make contact with us and will respond in writing with confirmation or otherwise that the oral statements can be relied upon and that such can be incorporated into the contract of sale.

In accordance with our legal contract documentation, circumstances may arise which necessitate changes to some elements of the design, construction or materials being utilised during construction of your new home. In the event of significant and substantial changes to the original design, which may alter its size, appearance or value as a result of such changes, we will make written contact with you for your written agreement.

Should the proposed changes be unacceptable to you, you will have the right to terminate the contract and request the return of the reservation fee together with any deposit paid to us in full.

Where changes are not significant or substantial in altering the size, appearance or do not affect the value of the property, we will notify you accordingly, but will not require your specific agreement.

Where the Company has agreed to carry out additional works or incorporate additional items by way of extra cost items and these are not part of the original reservation agreement, such items and prices thereof will need to be confirmed by you in writing either on a signed copy of a Company Selection Form or by sending a letter to the Company Head Office or e mail to sales@llanmoor-homes.co.uk. The additional cost or any allowances relating to omissions will be accounted for within the completion statement which will be forwarded to your legal advisor once we have issued notice to complete your purchase. The costs will be due for payment in full on the day of Legal Completion.

In the event that we consider that the additional works will result in additional construction time being required to complete the property, we will make contact with your legal advisor in order that this can be recorded. This code does not however cover situations where we may have agreed to allow other contractors to carry out works on your behalf, regardless of whether you have agreed to this extra work.

Contract Termination Rights

Whilst we sincerely hope that you proceed to purchase and enjoy living in your new Llanmoor Home, following exchange of contracts and prior to legal completion, you will have the right to terminate your contract to purchase where there is:

A Substantial and significant change to the size and / or appearance and where the value of the property has been affected by such change.

Unreasonable delay in our finishing the construction of your home and serving of notice to complete (See Timing of Construction)

In the event of the above, we will return your contract deposit and reservation fee in full without deductions.

Timing of Construction

Whilst the Company will make every effort to complete your new home for occupation as soon as practicable, there are regrettably times where, due to weather conditions and other matters beyond our reasonable control, we are unable to provide an accurate prediction as to when your home will be ready. We will however make every effort to provide you with an indication as to the likely build completion of the property as its construction proceeds. Prior to completion of the foundations we shall advise you of the season or calendar quarter within which we anticipate the property will be ready. Once the roof has been completed and the building has been made watertight, we will provide you with our best estimate as to which month the property will be ready. Upon completion of the decoration and connection of all

mains services, we will provide our best estimate as to which week the property is expected to be completed.

The contract documentation relating to your purchase includes a specific clause to the effect that we will complete the property and serve notice upon your legal advisor to legally complete your purchase within six months of the latest time stated in the contract of sale, where exchange has taken place prior to the roof being completed and the building made weather tight.

In the event that the property has reached an advanced stage of construction at the time of contracts being exchanged, we will add a clause to the effect that the property will be ready for occupation within 2 months of the anticipated date noted in the contract for sale.

Health & Safety

The safety and well being of you and your family is of paramount importance to us. A building site can be a dangerous place, especially for children who may see it as an adventure playground.

At the time of your enquiry and throughout your purchase you will be given guidance as to minimising the risk of danger during the construction of your new home and in the use and enjoyment of your home following occupation.

At the time of your reservation you will be requested to read and sign a copy of letter which advises you as to our Health & safety procedures. In order that we can proceed with construction of your and the other properties on the development, there may be occasions that it is not safe or convenient for you to visit your property. Upon Legal completion you will be provided with a New Home Health & Safety Information pack. This pack contains some very useful information in relation to your new home and how to remain safe.

Notice as to Completion

Upon your new home being completed in terms of construction, we will obtain a NHBC Cover note in order to confirm that the property is complete, complies with NHBC Standards and is ready for occupation. Upon receipt of such cover note and subject to your having exchanged contracts, we will serve notice to complete on your legal advisor. Legal Completion will be required to be effected within 10 working days of our serving notice.

Handover Inspections

Following our issuing notice to complete on your legal advisor, our Sales Negotiator, Site Manager or Head Office will make contact with you in order to arrange for you to visit your property. This visit will take place generally seven to ten days prior to your occupation and allows us to demonstrate the features of your new home. Our Site Manager and / or Sales Negotiator will be in attendance during your visit. You will be given the opportunity to advise us of any matters of concern in relation to the property where you may consider the finishes are not to an acceptable standard. Where such matters are minor and will indeed need attention, we will make every effort to complete any necessary remedial works prior to your Legal Completion.

In the event that we have been unable to complete all remedial works prior to your Legal Completion, we shall endeavour to make arrangements to complete such works at a mutually convenient time. The NHBC Buildmark Warranty provides you with further peace of mind protection that any necessary works covered under the terms of the Buildmark Cover will be completed in the event that we do not carry out such works.

Please note that certain works, such as top surfacing of roads, footpaths and driveways and plot landscaping may not have been completed at the time of occupation. Any such works will be carried out as soon as practicable, but should not spoil your enjoyment of your new Llanmoor Home.

In relation to the main site roads and mains drainage, the company will enter legal agreements in order to ensure that all such roads and drainage will be made up to an adoptable standard. Following completion of such works, which may be carried out in phases, main roads and drainage will be offered to the Local Authority Highway Department and Drainage Authority for adoption and future maintenance at public expense.

Please be very careful as to what materials / items are allowed to enter the main drainage system. Certain items are not suitable to be allowed to enter such drains as they will not decompose and will inevitably result in blockages and potential damage to your or your neighbours property.

Legal Completion & Moving in

Once we have received confirmation from our Solicitors that the funds to complete your purchase have been received, we will make contact with you in order to make arrangements to meet with you at the property. At this meeting our Site Manager and or Sales Negotiator will request that you carry out a final inspection of your new home and will provide you with your keys and the completion day handover pack.

During the final inspection, we will be pleased to demonstrate the operation of the central heating system, appliances, location of meters and stop valves for gas, electricity and water services. All new occupiers will be required to complete and sign a completion day handover inspection list. Any matters in need of attention will need to be listed on this inspection form. A copy will be provided to Head Office and our Site Manager in order that any matters listed can be investigated and remedied as necessary. Particular care should be taken when inspecting in relation to damage to glazing, kitchen units, kitchen sinks, worktops, flooring and sanitary ware. Any damage relating to such items that has not been reported to us upon final inspection will not be covered under the terms of the initial warranty.

Final meter readings for water, gas and electricity will be taken at the time of the handover. We will write to each of the service authorities with your names as new owners & the meter readings up to the date of your legal completion in order that we cover the cost of any useage prior to such legal completion. Please ensure that you also make contact with the relevant service providers to advise them that you have now taken ownership. Details as to the service providers are listed in the Homeowners Health & Safety pack provided in the handover pack. The service authorities may take some time to send you a bill and confirm you as new customers.

Our Sales Negotiator will provide you with a Completion Day Handover pack. This pack will contain a range of useful information relating to your new Llanmoor home, including instruction booklets for your central heating and appliances. In addition, a list of emergency out of hours plumbing and electrical telephone numbers will be enclosed.

Seven Day & Four week Visits

As part of our continuing commitment to you our Sales Negotiator or Site Manager will make contact with you approximately seven days after legal completion of your purchase. This visit is carried out in order to ensure that you are settling in to your new Llanmoor Home and do not have any matters with which you need some assistance.

Approximately four weeks following your legal completion our Site Manager will attempt to make contact with you in order to ensure that everything is in order. In the event that there are any matters in need of attention, arrangements will be made for our maintenance staff to visit at a mutually agreeable time and date.

Complaints handling

Whilst we have covered the procedures in relation to your reporting defects with your property elsewhere in this charter (Page 2), should you have any other form of complaint as to our levels of service, please write to the Directors of the Company at the company Head Office or e mail customercare@llanmoor-homes.co.uk .

Upon receipt of any such complaint it may be necessary for us to investigate the matter prior to being able to fully respond. In such circumstances you will receive an initial letter or e mail to confirm receipt of your complaint, advising you that the matter is being investigated. Following full investigation and as soon as practicable, we will write or e mail you to fully respond to your complaint.

In the event that we fail to respond within a reasonable time, you have the right to contact the home warranty provider (NHBC) to request their dispute resolution service. Your normal legal rights will not be affected by the dispute resolution process.

Should there be a need for you to appoint a qualified professional advisor or consumer representative in relation to your complaint, we will seek to co operate with such persons / organisations in order to resolve any dispute.

The Code does not apply to properties acquired by Registered Social Landlords for rent or properties acquired by Corporate bodies, partnerships & individuals buying more than one property on the same development for investment purposes.

Please note that our commitment under the Consumer Code for Home Builders does not affect your statutory rights.

This code applies to the initial home buyer in its entirety. Second or subsequent home buyers will benefit from the code only in respect of the after sales matters that are reported to us within the two year period from the commencement of the home warranty cover.

More information as to the Code and advice on frequently asked questions are available at the Consumer Code web site: www.consumercode.co.uk

1st April 2017

