

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 5th Edition 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](http://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 advisor 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 and email 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 **01443 226888**. Alternatively, you may also contact us via email at [sales@llanmoor-homes.co.uk](mailto:sales@llanmoor-homes.co.uk). In the event that our Sales advisor 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 advisor or other suitably qualified company employee as soon as possible.

Following your reservation and prior to your moving in, should you wish 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 advisor 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 as well as the type of materials to be used in the construction of the property. Information will be provided as to the new home warranty, any event fees (such as consent fees for alterations or extensions) and a description of any Management services to which you will be committed and an estimate of the associated costs.

## Reservation

Our Sales advisor 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**. All reservations are subject to a 14 calendar day cooling off period within which you can cancel your reservation and receive a full refund of the reservation fee. Following the cooling off period, in the event that you cancel your reservation 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 **£300.00** and the whole **£500.00** dependant upon the period of time between placing of the reservation and the 28 calendar day contract exchange date. All reservation fees are taken on the basis that contracts are exchanged within 28 calendar days of the completion of the Reservation Agreement 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. 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 advisor, your legal and financial 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 agreed.

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. Further information will also be listed as to the build stage at reservation, anticipated build completion date and any Management Company or event fees to which the purchaser/s will be liable. Once the reservation form has been signed by both you the purchaser/s and our Sales advisor and the reservation fee has been paid, we will take the property off the market until the date stipulated on the reservation form.

You will have the right to cancel your reservation at any time during the reservation period.

Whilst completing the reservation forms, we will follow a reservation checklist as to what information has been provided to you by way of paperwork and discussed with you at the time of completion of the Reservation Agreement. This checklist will be signed and dated by both yourself and our Sales advisor by way of confirmation that all relevant information has been provided and understood. The checklist will refer to fees charged at the time of Legal Completion 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 advisor will advise you of the amount of these charges and of any other relevant charges at the time of your reservation (such as Management fee where a Management Company exists). You will be provided with a copy of the signed Reservation checklist for your files.

## Protection of your deposit

In the event that the Company were to go out of business, the reservation fee and deposit paid at the time of Contract exchange are protected. Your reservation fee is held in a client's bank account and only transferred across to our day-to-day operational bank accounts upon legal completion of your purchase. The deposit paid is protected under the terms of the NHBC Warranty (or other suitable warranty provider). This cover also includes the completion of your home in the event that the Company were to become insolvent. It is very important that your Solicitor/Conveyancer activates this part of the warranty as soon as you have exchanged contracts. An activation code will be provided to your Solicitor/Conveyancer via our own Solicitor in order that the warranty can be activated.

## Warranty

All homes constructed by Llanmoor Homes include the following Warranties. We will provide you with information relating to the NHBC (or alternative warranty provider) Warranty at the time of completion of the Reservation Agreement and also at legal completion of your home:

### Initial Two Year Warranty

Llanmoor Homes provide each property with a warranty backed by the National Housebuilding Council (NHBC) or other new home Warranty provider. 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 in the first instance required to write to the Customer Care Department at the company Head Office or email to [customercare@llanmoor-homes.co.uk](mailto:customercare@llanmoor-homes.co.uk) listing your Name, full postal address, ideally plot number, contact telephone numbers and email address. You will need to advise us of the nature of the problem/s which you require investigated and, if proven non-compliant with Warranty provider standards, these will be

remedied. We will provide you with a written statement as to our After Sales Customer Service procedures which will explain the procedures for reporting and handling emergencies, including what qualifies as an emergency.

Upon receipt of any such contact we will write or email you within 5 working days to acknowledge receipt of the complaint being made. We will make arrangements for the Customer Care or Site Manager to make contact with you in order to visit your home to view the issues reported. We will within 20 working days provide you with a detailed response in writing as to our proposals to rectify any matters which fail to comply with the warranty providers standards or as to our rejection of any complaints which we do not consider are valid under the terms of the warranty, providing reasons for such rejection. Should any further investigation be required (perhaps by our having to make contact with a supplier/Manufacturer) we will notify you of this and endeavour to gain a response as quickly as possible thereafter. 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 (Monday to Friday) and hours only (8.00am to 4.30pm Monday to Thursday, 8.00am to 3.30pm Fridays).

We will generally look to complete any issues reported which are valid within 30 calendar days of their being reported to us. Should there be a significant reason for a delay beyond this, we will explain to you clearly and will provide you with updates at least once every month until the matter is settled.

Should you be dissatisfied with the aftercare service you can make a formal complaint under our complaints procedure. If the complaint becomes a formal dispute you may refer it directly to the Warranty provider by way of Resolution request and/or to the Independent dispute Resolution Scheme. Reasons you may have to refer the matter would be:

- **If we fail to respond to your complaint within 20 calendar days of its being reported to us in writing**
- **If you cannot reach an amicable resolution to your complaint within 56 calendar days of its being made**
- **If any defective/faulty or incomplete works of issues arising have not been resolved within the timescales agreed between you and Llanmoor.**

A dispute must be raised with the Independent Dispute Resolution Scheme after 56 calendar days and no later than 12 months after our final response to the complaint. Using our Complaints procedure or the Independent dispute Resolution scheme does not affect your normal legal rights.

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. We will not be liable to rectify a complaint in the event that the matter relates to an issue not attributable to a defect on installation or failure of a product (such as for example a drain blockage caused by unsuitable items being flushed into the drainage system by the homeowner or their neighbours).

### **Appliances & Central Heating Boiler**

The Central heating system and domestic sprinkler system (Solar PV and Air Source Heat Pump also where applicable) is guaranteed against defect for the first two years following your occupation. Please note however that a condition of these guarantees is that the systems are serviced by a suitably qualified engineer on an annual basis. Failure to do so will result in the guarantee being invalidated. Many other items in the home are subject to manufacturers guarantees but will also be subject to their terms as to regular maintenance being carried out by the homeowner.

We will provide you with a list of the guarantees relating to the items within your home (excluding items covered under the Build warranty) in your completion day handover pack.

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 Warranty**

All Llanmoor Homes are sold with the benefit of a ten year NHBC Buildmark Warranty (or other suitable warranty provider). 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 (or alternative warranty provider) ensure that we construct your home to the relevant 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 warranty provider 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 (or other warranty provider) Claims department, arrangements will be made for a claims assessor to visit your property to view the areas of concern and if found valid under the structural warranty will make arrangements for any remedial works. A Guide to Your New Home booklet will be provided to you both at point of reservation and in the completion day handover pack. This booklet provides you with valuable information in relation to the warranty cover and also includes guidance as to how to run your new home.

Notice of insurance cover documents under the warranty will be provided to your Solicitor at the time of 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 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, carry out all legal enquiries and deal with the formal exchange of contracts as well as 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, if necessary to fund your purchase 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 a panel of 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 and can confirm that we receive no form of payment from the panel advisers for any referral.

### **Information as to exchange of contracts**

We will ensure that our Contract of sale terms and conditions are clear and fair and will include enough pre-contract information to help you make a suitably informed purchasing decision of your Llanmoor Home.

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 we 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 the 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 email 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 third party contractors to carry out works on your behalf.

## Contract Termination Rights

Whilst we sincerely hope that you proceed to purchase and enjoy living in your new Llanmoor Home, following the 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.**
- **Excessive or 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.

The legal transfer document that will be sent to your Solicitor upon issue of contract documentation immediately following you completing the Reservation Agreement refers to approximate completion dates and termination rights in the event of unreasonable delays.

## 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 the letter which advises you as to our Health & safety procedures. In order that we can proceed with the construction of your and the other properties on the development, there may be occasions when 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 beneficial 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 (or other warranty providers confirmation of build completion) in order to confirm that the property is complete, complies with the warranty provider 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 affected within 14 calendar days of our serving notice.

## Pre Completion Inspections Demonstrations

Following our issuing notice to complete on your legal advisor, our Sales Negotiator, Customer Care Manager or Site Manager will make contact with you in writing or by e-mail in order to arrange for you and/or your Professional adviser to visit your property to carry out a pre-completion inspection. This visit will take place generally 14 calendar days prior to your completing your purchase and also allows us to demonstrate the features of your new home and explain the items that are your responsibility to maintain such as boilers, sprinkler system, etc. We will provide advice on initial running in of the home including ventilation and acclimatisation of the building and expectation of possible shrinkage and minor adjustments that may arise but which are not covered under the warranty. Our Customer Care Manager, Site Manager and/or Sales advisor will be in attendance during your visit. You/your Professional adviser 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 under the terms of the warranty.

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 any faulty, defective or incomplete works are outstanding at the time of legal completion we will provide you with a schedule of such outstanding works and a statement of timescales for completing/remedying them along with the need for access to enable the issue to be put right.

The NHBC Buildmark Warranty (or other warranty provider) provides you with further peace of mind protection that any necessary works covered under the terms of the warranty will be completed in the event that we do not carry out such works in accordance with our commitment and obligations under the code and warranty. The warranty providers guide to your new home booklet will provide clarification as to what is and is not covered under the warranty.

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. The statement of incomplete works list will also provide our best estimates as to the completion of on-site facilities such as open spaces, play areas, street lighting, bus stops, sub stations, etc.

In relation to the main site roads and mains drainage, the company will enter legal agreements with the relevant statutory bodies 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, and any maintenance period, main roads and drainage will be offered to the Local Authority Highway Department and Drainage Authority for adoption and future maintenance at public expense.

Whilst as a general rule the Company will seek to have open space and play areas formally adopted, In the event that they are not to be adopted by the Local Authority and a Residents Management Company has or is being formed to maintain such areas, details relating to this will have been provided to you at the point of reservation and to your Solicitor upon issue of legal contract documents. This information will provide information relating to the Management Company and any costs/ payments which homeowners will be liable to pay.

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 neighbour's property. We will not be held liable for rectification of any issues which relate to misuse.

## 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 advisor will invite you to 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 again 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, our Site Manager and Customer Care department 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 usage 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 a new customer. We also advise the Local Authority Council Tax department of your details and legal completion date in order that they can contact you in such respect. We would again advise you to contact the Local authority to notify them that you are now the owner of the property for Council tax purposes.

Our Sales advisor 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. We will provide you with a list of guarantees on items throughout your home together with contact information for each. 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 advisor 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 into your new Llanmoor Home and do not have any matters with which you need some assistance or advice.

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 and as to whether you may require any assistance or guidance.

In the event that there are any matters in need of attention at your home, these will need to be formally reported via the complaints procedure referred to elsewhere in this charter. E-mail to:  
[customercare@llanmoor-homes.co.uk](mailto:customercare@llanmoor-homes.co.uk)

## Complaints handling

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

We will confirm receipt of your complaint within 5 calendar days of its receipt, advising you that the matter is being investigated. Following full investigation and within 20 calendar days, we will write or email you to fully respond to your complaint.

In the event that we fail to respond to you in writing within 20 calendar days or we have not been able to reach an amicable resolution within 56 calendar days of the complaint being made, you have the right to contact the home warranty provider (if a complaint relating to your home) and/ or the Independent dispute Resolution scheme 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 prior to the matter becoming a dispute involving the warranty provider and or Independent Dispute Resolution Scheme, we will seek to cooperate 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](http://www.consumercode.co.uk)

14th November 2023



Raising Standards. Protecting Homeowners



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Protection for new-build home buyers

[llanmoor-homes.co.uk](http://llanmoor-homes.co.uk)

Email [sales@llanmoorhomes.co.uk](mailto:sales@llanmoorhomes.co.uk)

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