

Enterprise Property Group Limited

Customer Charter



Customer Charter

At Enterprise Property Group Limited (“EPGL”), we pride ourselves on the quality of our product and extend the same high standards that achieve that quality to our sales process and after-sales service (“customer care”). This Customer Charter (“Charter”) sets out the procedures, commitments and standards of service comprising our customer care, and explains the various responsibilities and conditions applicable.

1 General

- 1.1 For the purposes of this document, EPGL comprises itself, its two wholly-owned subsidiary companies (Enterprise Heritage Limited and Enterprise Urban Limited), and associated limited liability partnerships established for the purpose of running particular developments.
- 1.2 “Customer(s)” are potential and actual purchasers of EPGL’s properties.
- 1.3 A hard copy of this Charter is available from our head office at the address given at the end of this document, or can be viewed on or downloaded from our website at www.epgl.co.uk. A copy of this Charter will also be provided to Customers at the time of reserving one of our properties.
- 1.4 We comply with the Consumer Code for Home Builders (“Code”), a hard copy of which is available from our head office at the address given at the end of this document, or can be viewed on or downloaded from our website at www.epgl.co.uk. A copy of the Code will also be provided to Customers at the time of reserving one of our properties. Please note that, although many of the Code’s requirements reflect the standards we offer to all our Customers under our Charter, there are some Customers to whom the Code does not apply (see the Code for full details). Any complaints or disputes involving Customers who are not covered by the Code cannot, therefore, be pursued via the Dispute Resolution Scheme offered by the Code. There are also certain types of dispute or complaint that are not covered by the Code and the associated Dispute Resolution Scheme (again, see the Code for full details).
- 1.5 We advise all our Customers to appoint a professional legal adviser to carry out the legal formalities of buying a property and to represent their interests.

2 The National House-Building Council

- 2.1 Enterprise Heritage Limited, EPGL’s construction arm, is registered with the National House-Building Council (“NHBC”) and our registration number is 72162.
- 2.2 All our properties are built or converted, as appropriate, to NHBC standards and Building Regulations and are covered by the NHBC’s Buildmark 10 year warranty.¹
- 2.3 A copy of the NHBC’s guide to Buildmark cover will be given to Customers at the time of reserving one of our properties.² Full details of the scheme are contained in the official NHBC

¹ In very few circumstances, we build or convert properties under an architect’s certificate. Whilst such properties still meet Building Regulations and are built or converted to similar NHBC standards, they are not covered by the NHBC Buildmark scheme. In these cases, details will be given separately, including the alternative warranty cover applicable.

² This is also available as a CD/DVD upon request.

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documentation, which will be provided to the solicitors acting for the Customer(s) prior to exchange of contracts.

2.4 The NHBC can be contacted at Buildmark House, Chiltern Avenue, Amersham, Bucks, HP6 5AP (tel: 0870 241 4302).

3 Reservation procedure

3.1 Following agreement of the purchase price, a property is reserved by completion of an EPGL reservation form ("Reservation Agreement"), to be signed by both us (or our representative) as vendor and the Customer(s), and payment by the Customer(s) of a reservation fee (see 3.7 below).

3.2 The Reservation Agreement, of which the Customer(s) will be given a copy, will be accompanied by:

- a brochure or plan showing the layout, appearance and plot position of the property (if the property is incomplete);
- a list of the property's contents (if the property is incomplete and if the contents are not comprehensively given in the specification contained in the brochure, if available);
- a copy of the Code;
- the NHBC guide to Buildmark cover;
- a description of any management services and/or organisations to which the Customer(s) will be committed and an estimate of their cost;
- health and safety information relating to visits to sites under construction.

3.3 The property will be reserved for a period of 28 days from receipt of legal documentation by the solicitors acting for the Customer(s) up to a deadline date for exchange of contracts ("Reservation Period").

3.4 The Customer(s) can cancel the Reservation Agreement at any time during the Reservation Period.

3.5 The Reservation Period can be reduced or extended only by mutual agreement between EPGL and the Customer(s) (see 3.9 and 3.10 below). EPGL reserves the right to renegotiate the price of the property if the Reservation Period is extended.

3.6 If the Reservation Period is not extended and contracts not exchanged, the Reservation Agreement will automatically expire.

3.7 The reservation fee, which is designed to demonstrate commitment by the Customer(s) to the purchase and to cover our costs of processing and holding the reservation in the event of withdrawal from the purchase by the Customer(s), varies between developments. For most of our developments, the reservation fee is typically £1,000 to £2,000, but, for high value properties and developments which may involve additional costs,³ it may be substantially more. The reservation fee for any particular property or development, and the amount that will be deducted on cancellation or expiry of the Reservation Agreement (see 3.8 below), will be shown on the relevant Reservation Agreement.

³ For example, more complex legal work or interest payments on funding.

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3.8 On cancellation or expiry of the Reservation Agreement, the reservation fee will be refunded⁴ after deduction of abortive legal fees and administrative costs (and additional costs, if applicable (see 3.7 above))⁵ as follows:

	<i>Deduction</i> ⁶
• Cancellation after issue of documents (usually immediately after reservation)	£350
• Cancellation after 7 days from date of reservation	£500
• Cancellation after 14 days from date of reservation	£650
• Cancellation after 21 days from date of reservation	£800
• On expiry of Reservation Agreement	£1,000

3.9 Any extension to the Reservation Period will be for a maximum of a further 28 days and a further reservation fee may be payable.⁷ Any subsequent extension(s) granted will be subject to the same conditions.

3.10 In the event of the Reservation Period being extended and the Reservation Agreement subsequently being cancelled or allowed to expire without negotiating a further extension, the whole of any reservation fee(s) paid will be retained to cover our abortive legal fees and administrative costs, and also to compensate for additional funding costs and loss of opportunity to find a potential alternative buyer whilst the property was kept off the market.

3.11 If the Reservation Agreement is neither cancelled nor expires, the whole amount of the reservation fee will be deducted on legal completion from the balance payable for the purchase of the property.

4 Exchange of contracts

4.1 A deposit of 10% of the purchase price is payable by the Customer(s) on exchange of contracts.

4.2 Exchange deposits are protected by insurance cover provided by the NHBC.

4.3 Any spoken statements upon which Customers are relying when entering into the Contract of Sale ("Contract") must be stated in writing by their legal representative prior to exchange of contracts, and must be confirmed by us, also in writing.

4.4 For finished properties, a fixed completion date will be agreed on exchange of contracts. This is usually one to two weeks from the date of exchange of contracts.

4.5 For unfinished properties, we will endeavour to give a reasonable prediction of when they are likely to be ready for occupation, subject to weather conditions, supply shortages and other matters outside our control. We will, however, keep Customers updated on progress throughout the building process. An anticipated date, based on our prediction of build completion, by which notice of legal completion should be served will be included in the Contract. The notice period is usually 14 days from the serving of notice to complete.

4.6 If Customers have the opportunity to visit the property after build completion but prior to exchange of contracts and would like to submit a snagging list, we are happy to receive this and

⁴ Except in the case of investor purchasers, where the reservation fee is non-refundable.

⁵ All deductions will be supported by documentary evidence, upon request, following cancellation or expiry of a Reservation Agreement.

⁶ The deductions shown apply to a typical development where the reservation fee is £1,000 to £2,000 and abortive legal fees and administrative costs are fairly standard. For some properties/developments, additional costs may be incurred (see 3.7 above) which we reserve the right to recover in the event of cancellation or expiry of the Reservation Agreement. If these additional costs are likely to apply, this will be disclosed at the time of reservation of the property and details of their nature and amount provided.

⁷ Depending on the reason for the delay in exchange of contracts necessitating extension of the Reservation Period.

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will endeavour to address any reasonable and agreed issues as soon as possible. It should be noted, however, that minor snagging does not constitute a reason to delay exchange of contracts.

- 4.7 Any agreed snagging issues identified as a result of 4.6 above will, where practicable, be dealt with between exchange of contracts and legal completion, but in some circumstances (for example, reliance on contractors/suppliers) this may not be possible. In this event, we will make mutually convenient arrangements with the Customer(s) to carry out any outstanding work as soon as possible after completion.
- 4.8 If any major changes to the design, construction or materials to be used in the property that would significantly and substantially alter its size, appearance or value are deemed necessary following exchange of contracts, we will formally consult with and obtain the agreement of the Customer(s). If any such changes are unacceptable to the Customer(s), they have the right to terminate the Contract. The essence of the termination provisions are set out in Section 7 below, but the precise terms of the Contract in relation to termination in these circumstances should be fully explained by the solicitors acting for the Customer(s).
- 4.9 Minor changes to the design, construction or materials to be used in the property will also be notified, but these will not give rise to compensation or a right to terminate the Contract.

5 Additional works/changes to specification

- 5.1 We will endeavour to accommodate any additional works and/or changes to the property's standard specification required by the Customer(s), depending on the build stage of the property, but any such works will not be commenced until after exchange of contracts.
- 5.2 The nature, extent and cost of any agreed additional works or changes to the specification will be set out by us in writing on a standard form, and must be confirmed by the Customer(s) by signing and returning a copy of that form.
- 5.3 For additional works or changes to the specification that are subject to payment by the Customer(s), as identified on the standard form described in 5.2 above, such payment is usually required prior to commencement of the work. Payment may be made upon legal completion only with our express agreement.
- 5.4 If any agreed additional works or changes to the specification result in a delay to build completion beyond the date stated in the Contract, we will discuss this with the Customer(s) and have any agreed change to the date recorded by our respective legal advisers.
- 5.5 The cost of any additional works and/or changes to the specification, including goods ordered in respect of those works but not installed, is non-refundable in the event of termination of the Contract (see Section 7 below).
- 5.6 The Consumer Code for Home Builders does not cover any additional works or changes to the specification requested by the Customer(s).
- 5.7 We have no responsibility for any agreements made separately between Customers and other contractors, whether or not those contractors are also working for us.

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6 Between exchange of contracts and legal completion

- 6.1 If Customers wish to have access to the property for the purpose of, for example, fitting carpets or curtain rails, etc., this can usually be accommodated, subject to contracts having been exchanged and the Customer(s) signing an undertaking to accept responsibility for any such work and goods, including damage to or theft of them, and any damage caused to the property by the Customer(s) or third parties (tradesmen, etc.) during their installation. Customers will also be asked to sign a *Fixtures and Fittings Checklist on Completion*, which is normally required on legal completion (see 8.2 below), to confirm the condition of the property prior to any work being carried out.
- 6.2 As work on the property may be ongoing throughout this period, Customers should make arrangements for such other work described in 6.1 above to be carried out only after agreeing with us the date(s) access is required.
- 6.3 Keys made available for the purpose described in 6.1 above must be returned to us, or our agent, at the end of each day they are required.
- 6.4 Whilst we are happy to allow Customers the benefit of the provisions contained in 6.1 above, no other goods (furniture, personal belongings, etc.) may be delivered to or left in the property until legal completion.
- 6.5 During this period, the Customer(s) will be invited to the property for a pre-handover meeting, the purpose of which is to acquaint the Customer(s) with the property, its fittings and appliances (if included), its integral services and location of meters/isolation mechanisms, and any common areas and their management (if applicable). The Customer(s) will also have the opportunity to ask any questions and to look through the Welcome Pack (see 8.3 below). Convenient arrangements for the handover of keys on legal completion (see 8.1 below) can also be made at this meeting.

7 Contract termination

- 7.1 The Customer(s) may serve notice to end the Contract where there is:
- a substantial and significant change to the property which is unacceptable (see 4.8 above);
 - unreasonable delay in finishing the construction of the property and serving notice to complete (as defined in the appropriate clause in the Contract).
- 7.2 In the event of termination of the Contract for either of the above reasons, the reservation fee and exchange deposit are refundable in full.
- 7.3 If the Contract is terminated once any additional works and/or changes to the specification required by the Customer(s) have been carried out, or goods ordered/obtained but not installed, the cost of those additional works, changes or goods is not refundable.

8 Completing the sale

- 8.1 On the day of legal completion, the keys to the property will be made available to the Customer(s) or their nominated representative immediately upon conclusion of the transaction, as advised to us by our solicitors.

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- 8.2 Customers will be asked to sign a *Fixtures and Fittings Checklist on Completion* prior to moving into the property. The purpose of this is to record that the condition of the fixtures and fittings in the property is satisfactory or to note any issues that need attention. If any such issues are identified, these will be dealt with in accordance with our after-sales procedure (see Section 9 below).
- 8.3 A Welcome Pack, containing information relevant to the property (including certification, instructions, guarantees, after-sales procedure, etc.) will be left in the property or passed to the Customer(s) at key handover. Customers who attended a pre-handover meeting (see 6.5 above) will already have had the opportunity to look through this pack and ask any immediately apparent questions. However, we urge all Customers to read through everything in the Welcome Pack thoroughly and take any action advised – for example, notifying utility companies of their responsibility for the services, registering guarantees, etc. Please note that, although we retain copies of official certification for all our properties, we do not keep copies of individual instruction booklets or guarantee documents and cannot supply these at a later date.

9 After-sales service

- 9.1 Despite the high standards we apply to all our properties, there may be minor defects which become apparent once the property is occupied and we ask that Customers report these to us within two weeks of legal completion on their property (see 9.5 below).
- 9.2 In addition, we offer an after-sales service for a period of two years from the date of completion for genuine defects arising within that time. This service does not cover kitchen appliances, which are covered by individual manufacturer guarantees (which may need to be registered) as detailed in the Welcome Pack, or any faults, breakdown or damage to any part of the property or its fixtures and fittings due to negligence, mistreatment, misuse, poor maintenance or other cause which cannot reasonably be expected to be our responsibility.
- 9.3 Any snagging or customer care issues will be acknowledged by telephone or email within two working days or by letter sent in the next (working) day's post following receipt of the report, depending on the contact details given. Please note, however, that we cannot be responsible for any emails or letters that are delayed or not delivered and Customers should, therefore, contact us again if acknowledgement is not received within a reasonable time.
- 9.4 Following acknowledgement of a reported issue, we will arrange an inspection visit as soon as possible to decide on what action, if any, is to be taken.⁸ Following this visit, subject to making convenient arrangements for access, we will endeavour to resolve the issue within a further ten working days.
- 9.5 For all customer care issues, please contact Wendy Fleckney by email (wendyf@epgl.co.uk) or through our head office at the address given at the end of this document.

10 Complaints and disputes

- 10.1 In the event that Customers have a complaint of any nature, they should contact Wendy Fleckney in the first instance by email (wendyf@epgl.co.uk) or through our head office at the address given at the end of this document.

⁸ If a reported issue is not considered to be a defect and, therefore, not covered by our after-sales service, the Customer(s) will be advised at the inspection visit.

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- 10.2 Any complaint will be acknowledged in writing by email within two working days or by letter sent in the next (working) day's post following receipt of the complaint, depending on the contact details given. Please note, however, that we cannot be responsible for any emails or letters that are delayed or not delivered and Customers should, therefore, contact us again if acknowledgement is not received within a reasonable time.
- 10.3 Following acknowledgement of a complaint, we may telephone the Customer(s), if a contact number is available and if considered beneficial, to discuss the issue informally. In any event, we will respond more fully, in writing, within a further ten working days of acknowledgement of the complaint.
- 10.4 We will endeavour to resolve any complaint to all parties' mutual satisfaction as amicably as possible, thereby avoiding often expensive formal action. If, however, a complaint remains unresolved when all informal efforts have been exhausted, the Customer(s) may refer the issue to:
- the NHBC⁹ (for matters covered by the Buildmark warranty scheme);
 - the Consumer Code Independent Dispute Resolution Scheme¹⁰ (for alleged breaches of the Code);
 - independent legal or other professional advisers.
- 10.5 We will co-operate with any appropriately qualified professional advisers that may be appointed by the Customer(s) to resolve a complaint or dispute.
- 10.6 The complaints procedure outlined in this section does not affect the normal legal rights of the Customer(s).

Enterprise Property Group Limited

Scutches Barn – 17 High Street – Whittlesford – Cambridge – CB22 4LT

Tel: 01223 835995 – Fax: 01223 837796 – Email: info@epgl.co.uk

Registered in England No. 2917485

⁹ The NHBC can be contacted at the address given in 2.4 above.

¹⁰ The Consumer Code Secretariat can be contacted at NHBC House, Davy Avenue, Knowhill, Milton Keynes, MK5 8FP (secretariat@consumercodeforhomebuilders.com).