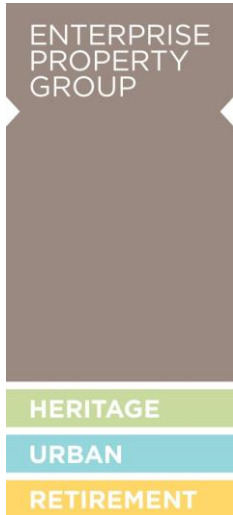

CUSTOMER CHARTER



1 Introduction

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.

2 General

- 2.1 For the purposes of this document, EPGL comprises itself, two of its wholly-owned subsidiary companies (Enterprise Heritage Limited and Enterprise Urban Limited), and any associated companies or limited liability partnerships (“LLPs”) established for the purpose of developing individual sites.
- 2.2 “Customer(s)” are potential and actual purchasers of EPGL’s properties (except insofar as the Consumer Code Scheme applies – see 2.4 and 2.5 below), including purchasers of pre-owned properties whilst those properties are still within the two-year defects period (see Section 11 below) or are still covered by the NHBC 10-year warranty (see Section 3 below).
- 2.3 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.
- 2.4 We comply with the Consumer Code Scheme (“Code Scheme”), which gives protection and rights to purchasers of new homes built by builders who are registered with one of the UK’s main new home warranty providers who subscribe to the scheme (see the Code Scheme document for further details). Its provisions only apply to purchasers of pre-owned properties in respect of after-sales matters that are reported within two years from the start date of the home warranty (see Section 3 below). A hard copy of the Code Scheme document 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, or the Consumer Code for Home Builders’ website at www.consumercode.co.uk. In the Code Scheme document, the definition of “Customer” varies in that “Customer” means a person making enquiries about buying a home, but who has not made a formal reservation. A Customer who goes on to reserve or buy a property is referred to as a “Home Buyer”. These definitions should be applied to paragraphs 2.4 and 2.5 of this Charter only.
- 2.5 A copy of the Code Scheme document will be provided to Home Buyers at the time of reserving one of our properties, or at any time on request. Please note that, although many of the Code Scheme’s requirements reflect the principles and standards we offer to all Home Buyers under our Charter, there are some Home Buyers to whom the Code Scheme does not apply (see the Code Scheme document for full details). These include corporate bodies or partnerships buying properties for investment purposes and individuals buying more than one property on the same development for investment purposes. Any complaints or disputes involving Home Buyers who are not covered by the Code Scheme cannot, therefore, be pursued via the Independent Dispute Resolution Scheme offered by the Code Scheme. Complaints by Home Buyers can only be considered within two years of the start date of the home warranty (see Section 3 below). There are also certain types of dispute or complaint that are not covered by the Code Scheme and the associated Independent Dispute Resolution Scheme (again, see the Code Scheme document for full details). For further information and guidance, please see www.consumercode.co.uk.

- 2.6 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.

3 Health and safety

- 3.1 Our Customers' safety and well-being are of paramount importance. All EPGL developments conform to current health and safety legislation and guidelines, and are regularly checked for compliance by the health and safety consultants appointed to monitor the site. Details of the relevant consultancy company can be provided on request.
- 3.2 Of course, any areas on an unfinished development ready for occupation do not carry the same risks as those still under construction. Access to certain areas under construction may be properly barred or restricted, although this will not prevent access to Customers' property. Safety procedures and signs are clearly displayed at our sites, and every precaution taken to ensure our Customers' and our visitors' safety. However, it is the personal responsibility of individuals to exercise good sense and ensure they follow the procedures and heed the signs; EPGL cannot take any responsibility for injury or loss caused by not doing so. Customers should also advise any visitors to their home of the health and safety issues, if necessary.
- 3.3 We endeavour to cause as little disruption and disturbance as possible to Customers living on an unfinished development, but some noise and inconvenience is inevitable. However, construction activity is limited to certain hours.
- 3.4 If Customers have any questions or concerns, they should speak to the Site Manager or call EPGL's Sales and Marketing Team on 01223 835995.

4 The National House-Building Council/home warranty¹

- 4.1 Enterprise Heritage Limited ("EHL"), EPGL's construction arm, is registered with the National House-Building Council ("NHBC") and its registration number is 72162. In addition, the companies or LLPs referred to in 2.1 above are also registered separately with the NHBC and the registration number for any particular company or LLP is available on request.
- 4.2 All our properties that are built or converted, as appropriate, by EHL are so built in accordance with the planning permission granted, and any conditions applied. They also conform to the NHBC standards and technical requirements and relevant Building Regulations in force at the time of construction/conversion, and are covered by the NHBC's Buildmark 10-year warranty, which starts on the date of issue of the NHBC Certificate when the property has been physically completed and signed off.
- 4.3 A copy of the NHBC's Guide to Buildmark Cover will be given to Customers at the time of reserving one of our properties. Full details of the scheme are contained in the official NHBC documentation, which will be provided to the solicitors acting for the Customer(s) prior to exchange of contracts.
- 4.4 The NHBC can be contacted at Buildmark House, Chiltern Avenue, Amersham, Bucks, HP6 5AP (tel: 0870 241 4302). Contact details for any alternative warranty provider will be supplied, if applicable.

¹ In some circumstances, we build or convert properties under an architect's certificate or other home warranty insurance. 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. If an alternative home warranty insurance is used, the Consumer Code referred to in 2.4 and 2.5 above may not apply if the provider does not subscribe to the Code Scheme. For the purposes of this document, reference to the NHBC should be construed as reference to the alternative warranty provider, if applicable.

- 4.5 In the unlikely, but possible, event that any of our properties are built by a contractor other than EHL, such contractors will have been carefully chosen to ensure their ethos and product meet the high standards we adhere to and, therefore, expect from any company whose services we employ. They will be registered with a recognised home warranty scheme and, as such, the appropriate cover will be provided by them, unless EPGL arranges this for the development separately. Full details will be given (see 5.3 below).

5 Reservation procedure

- 5.1 Following agreement of the purchase price, a property is reserved by completion of an EPGL reservation form ("Reservation Agreement") and payment by the Customer(s) of a reservation fee (see 5.8 below). This will be signed by us (or our representative) as vendor and the Customer(s) to confirm their understanding of and agreement to the terms of the Reservation Agreement, and to acknowledge receipt of and agreement to the pre-purchase information we are required to provide.
- 5.2 Please note that if the property being purchased was previously a show home, certain provisions apply (see 11.4 below).
- 5.3 The Reservation Agreement, of which 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);
 - Predicted Energy Assessment;
 - EPGL Customer Charter;
 - a copy of the Consumer Code Scheme document (if applicable);
 - the NHBC's Guide to Buildmark Cover (or alternative warranty provider's similar document);
 - the NHBC's publication, *Why buy this home?*, an outline of the home warranty information (or alternative warranty provider's similar document);
 - a description of any management services and/or organisations to which Customer(s) will be committed and an estimate/breakdown of their cost;
 - health and safety information relating to visits to sites under construction.
- 5.4 The property will be reserved for the period stated on the Reservation Agreement (usually 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").
- 5.5 Customer(s) can cancel the Reservation Agreement at any time during the Reservation Period.
- 5.6 The Reservation Period can be reduced or extended only by mutual agreement between EPGL and the Customer(s) (see 5.11 below). EPGL reserves the right to renegotiate the price of the property if the Reservation Period is extended.

- 5.7 If the Reservation Period is not extended and contracts not exchanged, the Reservation Agreement will automatically expire.
- 5.8 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,² it may be substantially more. The reservation fee for any particular property or development will be shown on the relevant Reservation Agreement.
- 5.9 On cancellation or expiry of the Reservation Agreement, the reservation fee will be refunded³ after deduction of abortive legal fees, administrative costs and any other additional costs directly incurred relating to the reservation. An estimated range of possible costs will be stated on the Reservation Agreement, but the actual amount of the deduction will depend on various factors, for example, the complexity of any legal work and the stage at which the Reservation Agreement is cancelled.⁴
- 5.10 Any additional works or changes to a property's specification requested by Customer(s) are not usually commenced until after exchange of contracts (see Section 7 below). However, if any such additional works or specification changes are agreed and commenced before exchange of contracts, the cost of goods, materials and labour, including goods ordered in respect of those works but not installed, is non-refundable (or is recoverable from the Customer(s) in full if not paid for in advance) on cancellation or expiry of the Reservation Agreement.
- 5.11 Any extension to the Reservation Period will be for a maximum of a further 28 days and a further reservation fee may be payable.⁵ Any subsequent extension(s) granted will be subject to the same conditions.
- 5.12 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.

6 Exchange of contracts

- 6.1 A deposit of 10% of the purchase price is payable by the Customer(s) on exchange of contracts, unless otherwise agreed.
- 6.2 Exchange deposits are protected by insurance cover provided by the NHBC or other home warranty provider.
- 6.3 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.
- 6.4 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.

² For example, more complex legal work.

³ Except in the case of corporate bodies or partnerships buying properties for investment purposes and individuals buying more than one property on the same development for investment purposes, where the reservation fee is non-refundable.

⁴ All deductions will be supported by documentary evidence, upon request, following cancellation or expiry of a Reservation Agreement.

⁵ Depending on the reason for the delay in exchange of contracts necessitating extension of the Reservation Period.

- 6.5 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 7 to 14 days from the serving of notice to complete.
- 6.6 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 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.
- 6.7 Any agreed snagging issues identified as a result of 6.6 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.
- 6.8 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), acting reasonably, they have the right to terminate the Contract. The essence of the termination provisions are set out in Section 9 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).
- 6.9 Minor changes to the property's appearance which do not significantly and substantially alter its size, appearance or value will also be notified, but such changes do not require the agreement of the Customer(s), nor will they give rise to compensation or a right to terminate the Contract.
- 6.10 Minor changes to construction materials that have no effect on the size, appearance or value of the property may be notified to the Customer(s), but we are not obliged to do so.

7 Additional works/changes to specification

- 7.1 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 usually not be commenced until after exchange of contracts.
- 7.2 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.
- 7.3 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 7.2 above, such payment is usually required prior to commencement of the work. Payment may be made upon legal completion only with our express agreement.
- 7.4 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.

- 7.5 The cost of goods, materials and labour relating to any additional works and/or changes to the specification, including goods ordered in respect of those works but not installed, is non-refundable (or is recoverable from the Customer(s) if not paid for in advance) in the event of termination of the Contract (see Section 9 below).
- 7.6 The Consumer Code Scheme does not cover any additional works or changes to the specification requested by the Customer(s).
- 7.7 We have no responsibility for any agreements made separately between Customers and other contractors, whether or not those contractors are also working for us.

8 Between exchange of contracts and legal completion

- 8.1 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 10.2 below), to confirm the condition of the property prior to any work being carried out.
- 8.2 As work on the property may be ongoing throughout this period, Customers should make arrangements for such other work described in 8.1 above to be carried out only after agreeing with us the date(s) access is required.
- 8.3 Keys made available for the purpose described in 8.1 above must be returned to us, or our agent, at the end of each day they are required.
- 8.4 Whilst we are happy to allow Customers the benefit of the provisions contained in 8.1 above, no other goods (furniture, personal belongings, etc.) may be delivered to or left in the property until legal completion.
- 8.5 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). Customer(s) will also have the opportunity to ask any questions and to look through the Welcome Pack (see 10.3 below). Convenient arrangements for the handover of keys on legal completion (see 10.1 below) can also be made at this meeting.

9 Contract termination

- 9.1 Customer(s) may serve notice to end the Contract where there is:
- a substantial and significant change to the property which is unacceptable (see 6.8 above);
 - unreasonable delay in finishing the construction of the property and serving notice to complete (as defined in the appropriate clause in the Contract).
- 9.2 In the event of termination of the Contract for either of the above reasons, the reservation fee and exchange deposit are refundable in full.

- 9.3 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.

10 Completing the sale

- 10.1 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.
- 10.2 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 11 below).
- 10.3 A Welcome Pack, containing documents relevant to the property (including a comprehensive booklet giving important facts and information about the property and outlining our after-sales procedure, certification, instructions, guarantees, etc.) will be left in the property or passed to the Customer(s) at key handover. Customers who attended a pre-handover meeting (see 8.5 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.

11 After-sales service

- 11.1 Despite the high standards we apply to all our properties, there may be minor defects which become apparent once the property is occupied and, as indicated in the Welcome Pack referred to above, we ask that Customers wait for two weeks after legal completion on their property and then report any items to us on one list at that time (see 11.8 below).
- 11.2 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 or boilers, 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.
- 11.3 Please also note that we cannot consider minor defects which could be deemed snagging once the initial issues identified have been dealt with, except in justifiable circumstances at our discretion. In particular, any items not noted on the *Fixtures and Fittings Checklist on Completion* will not be acknowledged as snagging, again except in certain circumstances at our discretion, as any fault or damage that was not evident at the time of completing the *Fixtures and Fittings Checklist on Completion* is likely not to be our responsibility.
- 11.4 Show home properties are sold as seen and, as such, no remedial work will be undertaken in relation to fixtures and fittings, decorative dressings, etc, which have been removed, except in certain circumstances at our discretion. Any fixtures and fittings, decorative dressings, flooring, curtains and blinds, etc, which may be left in a show home and included in the

purchase price are also accepted as seen and are not covered by the snagging/after-sales procedure. Show home furniture is not included, unless by prior agreement or, if available for sale, purchased separately by Customers. Any such furniture is also accepted or purchased as seen and is not covered by the snagging/after-sales procedure.⁶

- 11.5 Customers who are purchasers of pre-owned properties also benefit from the after-sales service within the two-year period from legal completion of the first sale of the property.
- 11.6 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.
- 11.7 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.⁷ Following this visit, subject to making convenient arrangements for access, we will endeavour to resolve the issue within a further ten working days.
- 11.8 For all customer care issues, please contact our Aftersales Department by email (aftersales@epgl.co.uk) or through our head office at the address given at the end of this document.

12 Complaints and disputes

- 12.1 In the event that Customers have a complaint of any nature, they should contact our Aftersales Department in the first instance by email (aftersales@epgl.co.uk) or through our head office at the address given at the end of this document.
- 12.2 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.
- 12.3 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.
- 12.4 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, Customer(s) may refer the issue to:
- the NHBC⁸ (for matters covered by the Buildmark warranty scheme);
 - the alternative home warranty provider if the development is not covered by the NHBC;

⁶ Any guarantees for show home items that are left in properties or purchased by Customers will be provided if they are available, but EPGL cannot undertake to supply these in all instances and cannot accept responsibility for the condition or durability of show home items in any circumstances.

⁷ 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.

⁸ The NHBC can be contacted at the address given in 4.4 above.

- if applicable, the Consumer Code Independent Dispute Resolution Scheme⁹ (for alleged breaches of the Consumer Code Scheme);
 - independent legal or other professional advisers.
- 12.5 We will co-operate with any appropriately qualified professional advisers that may be appointed by Customer(s) to resolve a complaint or dispute.
- 12.6 We will co-operate fully with any of the authoritative bodies under 12.4 above and comply fully with the resulting decision which will be binding on us.
- 12.7 The complaints procedure outlined in this section does not affect the normal legal rights of Customer(s).

⁹ The Consumer Code Secretariat can be contacted at NHBC House, Davy Avenue, Knowlhill, Milton Keynes, MK5 8FP (secretariat@consumercodeforhomebuilders.com).

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