

J.S Crawford 3rd Generation Ltd

Customer Charter

J.S Crawford 3rd Generation's Customer Charter sets out our commitments to provide our customers with service, procedures and information throughout the purchase of your new home.

1. A copy of our Charter is available from our sales office or can be viewed on our website at www.jscrawford.co.uk. A copy of our Customer Charter will be available to you at time of placing a non-returnable reservation fee. If for any reason you do not receive a copy at that point please do not hesitate to request a copy.
2. We have systems and procedures directed towards ensuring that you receive accurate information and service to enable you to make a well-informed and enjoyable purchase.

During the purchase of your new house we shall contact you at various stages to discuss the home buying process, selection of client choice items and our construction progress.

3. Our Sales Manager Miss Gemma Brown is responsible for dealing with any questions you may have at any stage during the purchase of your new house, Please do not hesitate to contact Gemma on Tel: 01896 822030 (office), 07932 100 741 (mobile) or e-mail: gemma@jscrawford.co.uk.
4. We will issue you with all pre-contract information required to conclude Missives.

J.S Crawford 3rd Generation Ltd will provide customers with a sales reservation confirmation showing the gross sale price and any sales incentives, whether in cash or otherwise.

All sales incentives which are cash discounts or cash deductions reducing the sale price will be disclosed on both the sales reservation form and the sale contract, with the resulting balance shown as the net sale price.

The sales reservation will be made available to the buyer's conveyancer as a matter of course and to the lender and/or surveyor on request.

All payments to third parties relating to the sale, above five per cent (5%) (including introductory and commission payments, but excluding payments to instructed selling agents) will be disclosed to the buyer's conveyancer.

Any sales incentives provided to the customer after the date of reservation but prior to exchange of contracts will be notified to the buyer's conveyancer who is under a duty to disclose them to the lender.

Once you have reserved a particular property we shall issue your plot specific client choice information which will contain intended floor plans and elevations of your new house, specifications detailing any fixtures and fittings which are included and a Kitchen layout (the Missives explain where these plans/specifications may still remain subject to change, usually for Planning or Building Control reasons).

It is a client's responsibility to select and appoint a Solicitor (Scottish Law) to represent your interest and deal with the legal formalities of buying your new property including conclusion of Missives and date of entry/handover.

5. Your normal point of contact will be our Sales Manager Miss Gemma Brown through this office. We will give you the name and contact details of any other staff that will be responsible for helping you during the buying process. We will also explain how we will deal with your questions.
6. On day of Handover we shall give you an Information file relating to your new house.

We appreciate that you may wish to view your new house during the construction process. Due to Health and Safety reasons a Purchaser is not permitted to visit a development for the purpose of inspecting the subjects of sale without having made prior arrangements through our office. Any such visits will be entirely at a purchasers risk for themselves and any other persons who accompany them. No person under the age of 18 years is permitted at or on the development without prior consent. Any client visiting a development shall be required to wear appropriate clothing including protective footwear and headgear.

We will let you know about the Health and Safety precautions that you and we must take before you visit a development site. Health and Safety considerations continue to apply when you are living on a development where construction work is continuing.

7. We endeavour to ensure that all our marketing literature and advertisements are correct at time of press and comply with relevant laws and advertising codes.
8. Our Missives (Offer of Sale) that we enter into with you will be clear and fair and will comply with the Unfair Terms in Consumer Contracts Regulations 1999. Missives must be concluded to form a binding legal contract within 4 weeks from payment of your non-returnable reservation fee (unless a shorter date has been stipulated in our sales letter).
9. Your Solicitor should make clear to you any applicable cancellation rights. In Scotland where Missives are concluded they will normally represent a binding contract on both the Purchasers and Sellers.

10. We will give you reliable information about NHBC Buildmark Cover and any other guarantees and warranties applicable. Your new home will benefit from the 10 year NHBC Buildmark Cover. This is included as part of the purchase price of the property.

Before date of entry NHBC Buildmark Cover provides protection in the unlikely event that J.S Crawford 3rd Generation Ltd becomes insolvent.

J.S Crawford 3rd Generation Ltd as an NHBC registered builder will comply with its obligations in accordance with the NHBC rules and regulations and standards. In the first 2 years after completion J.S Crawford 3rd Generation Ltd will endeavour to repair defects accordingly. Over the following 8 years NHBC Buildmark provides cover against the cost (subject to the minimum claim values and limitations shown in the policy document) of putting right any significant damage to the load-bearing structure and certain parts of the home, that first appeared during this period. NHBC Buildmark does not cover wear and tear or lack of maintenance.

You will find details of the cover in your own NHBC Buildmark document which you will receive from us through your Solicitor.

11. We shall protect any property reservation deposit that we receive from you. To reserve a property it is our practice to require a non-returnable deposit of 1% of the purchase price. This deposit is of course credited against the final adjusted price at settlement of the transaction.

This reservation fee shall be regarded as held in trust for the purchaser in the events of J.S Crawford 3rd Generation Ltd becoming insolvent or ceasing to trade, but shall in all other respects be dealt with by us as non-returnable.

12. Once you have reserved your property we shall issue our Offer of Sale to your appointed Solicitor. Once we have been notified by our Solicitor that Missives are concluded we shall contact you to arrange a meeting with our Sales Manager Miss Gemma Brown at which we discuss/confirm client choices. Once all client choice items are complete we shall write giving you our indication of an entry date. The date of entry normally shall be no earlier than 8 weeks after concluding Missives. Such a date can only be indicative and shall be subject to change dictated by the building or approvals process or other considerations applicable.

13. Handover shall take place once the sale has been legally completed and all money is paid to us. To avoid any delay and disappointment please ensure that your Solicitor and any Mortgage Providers/Lenders are fully aware of your timetable and arrangements.

We shall arrange with you at or prior to Handover to meet with our After Sales Manager and/or a Site Agent to make sure that there is safe and clear access to your new house.

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

Our Information pack given to you at Handover contains contact information on our After Sales Procedure.

Our After Sales Manager, who becomes the point of contact after Handover and date of entry, can be contacted on Tel: 01896 822030 to report After Sales issues, snagging or emergencies. We shall endeavour to repair any defects in your new home under the terms of NHBC Buildmark Cover. We are not responsible for problems caused by wear and tear, decorating or routine maintenance. You are responsible for these items.

By emergency we mean a problem that is, or seems to be an immediate danger to your property or to health, safety or security. This does not include:

- Anything caused by failing to follow operating instructions or take reasonable precautions;
 - Fair wear and tear;
 - Events such as storm damage that are outside J.S Crawford 3rd Generation Ltd control and normally covered by household insurance.
15. If you are dissatisfied with any part of the service you have received from us under our Charter please write as to any particular point to our Construction Manager Mr Alex Sinclair, J.S Crawford 3rd Generation Ltd, Priorwood, Melrose. TD6 9EG.
16. We will co-operate with appropriately qualified professional advisors if required to help resolve any disputes.

Our Customer Charter commitments do not affect your statutory rights.

J:GB/Sales/JSC3GLCharter/02/03/2009