



CUSTOMER CHARTER

Here at Summerfield Homes we care about you. The purpose of our Customer Charter is to give our purchasers a high quality new home, supported by a quality After Sales Customer Care scheme.

We promise:

- ❖ to give you detailed information about your new Summerfield Home and our efficient After Sales Customer Care service;
- ❖ to offer choices and options where available;
- ❖ to give you regular updates on the progress of construction, exchange of contracts and legal completion and let you have an occupation date as soon as we are able to;
- ❖ to offer you a walk through the property prior to completion so that you can inspect our finishes;
- ❖ that you will be met by one of our team and be given a demonstration of how your home works;
- ❖ that on legal completion, you will be handed a comprehensive Handover Pack for your property, complete with manufacturers' warranties and information on whom to contact in an emergency;
- ❖ to give advice on health & Safety;
- ❖ a Customer Satisfaction Survey so that you can have your say on how you believe we have performed.

CONSUMER CODE INDEPENDENT DISPUTE RESOLUTION SCHEME

Disputes are resolved using an adjudication process. During this process, a trained adjudicator reviews written submissions from both parties and issues an award based on his or her conclusions. The adjudicator will decide whether or not a Home Buyer has a legitimate dispute or has suffered financial loss as a result of the Home Builder failing to comply with the Consumer Code requirements.

The following is a summary of this process. More detailed information will be given with each application for adjudication and is also available from the Consumer Code web site.

1. A Home Buyer must first complain to the Home Builder and give the Home Builder the opportunity to investigate and put things right.
2. If the Home Buyer is not satisfied with the Home Builder's response, the Home Buyer should contact the Home Warranty Body that issued the warranty on the Home.
3. The Home Warranty Body will:
 - 3.1 deal with the complaint under the terms of the applicable Home Warranty policy; or
 - 3.2 where the complaint falls outside the Home Warranty Body's own disputes resolution scheme, offer the Home Owner the opportunity to refer the complaint to the independent Disputes Resolution Scheme provider. The Home Buyer must bring the claim within three months of the date of the Home Builders' final response to the original complaint, or within three months after the date of the original complaint whichever is the later.
4. If a Home Buyer decides to refer a complaint to the Independent Disputes Resolution Scheme Provider, the following adjudication process happens:
 - 4.1 If the Home Buyer wishes to use this scheme, the Home Buyer must complete an application form and send it to the independent Disputes Resolution Scheme provider with a statement of evidence and a case registration fee of £100 plus VAT. The statement of evidence must contain all the information relevant to the complaint and copies of receipts or other evidence of expenditure.
 - 4.2 The independent Disputes Resolution Scheme provider will ask the Home Builder to respond to the Home Buyer's statement of evidence. The Home Buyer may at this stage resolve the complaint without a formal adjudication going ahead - this is called an 'early settlement' and will cost the Home Builder a reduced case fee of £100 plus VAT.
 - 4.3 If early settlement does not happen, the Home Builder must submit a response to the Home Buyer's statement of evidence together with a payment of £300 plus VAT. The Home Buyer will be given a copy of the Home Builder's response for information, and

may respond if wished. At this stage, no further new complaints relating to this adjudication from the Home Buyer will be allowed.

- 4.4 The adjudicator will consider both submissions and decide whether or not the Home Buyer has a legitimate dispute and has suffered financial loss as a result of the Home Builder's failure to comply with the Consumer Code. In any case, the Home Builder and the Home Buyer will be expected to have acted reasonably and to have controlled their costs.
 - 4.5 The adjudicator will make a decision based on the information submitted and send it to both parties. The decision may be to issue a performance award where the Home Builder has to do something, or a financial award (where the Home Builder has to pay money to the Home Buyer), or a combination of the two; the adjudicator may also decide to reject the claim. The maximum value of the combined award available under this adjudication scheme is £15,000 inclusive of VAT.
 - 4.6 If the adjudicator makes an award, he or she may also make a discretionary award for inconvenience, up to a maximum of £250. The £15,000 maximum award would include any award for inconvenience. A Home Buyer cannot claim an award for inconvenience alone.
 - 4.7 The adjudicator will use his discretion when considering whether to award compensation for any inconvenience a Home Buyer may have suffered as a result of how the complaint was handled by the Home Builder.
 - 4.8 The adjudicator will also decide whether or not the Home Builder must reimburse the Home Buyer the case registration fee. This will be in addition to the award referred to in 4.5 above.
 - 4.9 The adjudicator's decision cannot be appealed; it can only be accepted or rejected by the Home Buyer.
- 5.0 Under the rules of registration, the Home Warranty Bodies will require each Registered builder to honour any award made against them under the independent Dispute Resolution Scheme. If the Home Buyer accepts the award, the courts will usually recognise this as evidence of the validity of a Home Buyer's claim.
- 6.0 A Home Buyer may refuse to accept the award, but if he or she does so any subsequent legal action is likely to take account of the decisions reached in any previous adjudication.
- 7.0 A Home Builder remains liable for an award, even if removed from a Home Warranty Body's register.

Please Note: This Consumer Code Dispute Resolution Scheme is independent of the Home Warranty Bodies. Adjudication decisions made under the Consumer Code Independent Dispute Resolution Scheme are not insured under the Home Warranty Bodies' Home Warranty Schemes.