

# Norfolk Homes



## Terms of Business

### ***Before reserving***

- Our printed sales brochures and display material is intended to give a customer a good idea of home types, specification and site layout. The information was accurate at the time of printing. We aim to update and improve our homes continuously so for the very latest floor plans, specification and site plan, please visit our website <http://www.norfolkhomes.co.uk> or ask our Sales Negotiator.
- We are pleased to have adopted the Consumer Code for Home Builders. A copy is available on request from our Sales Offices and on our web site <http://www.norfolkhomes.co.uk>. Further guidance is available by visiting <http://www.consumercodeforhomebuilders.com>.
- All of our homes have a warranty called Buildmark that is provided by the NHBC. Details of the warranty are available from our Sales Offices and on our web site <http://www.norfolkhomes.co.uk>. Further guidance is available by visiting <http://www.nhbc.co.uk/>.
- Before processing a reservation we will make available a lot of information about a plot of interest. This information will be the most up to date we have and will help a customer make a sound buying decision.
- We recommend a customer uses a professional Legal Adviser (a Solicitor or Licensed Conveyancer) to carry out the legal formalities of buying a home and represent their interests.
- Home Information Packs (HIPs) are no longer required but one may have been produced for a particular plot. If one has and you would like a copy, please ask. If applicable, an electronic copy will be available free of charge.
- Any recording of advance interest in a property before it is formally released for sale is not an agreement to sell.
- Building sites are very dangerous. To ensure safety while visiting any of our developments, it is our requirement that visitors wear a hard hat and a high visibility jacket. Visitors must also be accompanied by a member of our staff. Access to construction areas is forbidden without prior agreement and is solely at the discretion of our Site Manager. All visitors must report to the Sales Office before proceeding onto the development or if our Sales Office is closed, a customer should contact our Head Office (details below).
- Our showhomes are designed to show properties and specification in the best light and to give some ideas for furnishing a home. Not all items on show are included in our standard specification and some items may have been updated since the homes were built.

### ***Reservation***

- Reservations are accepted and based on the information a customer provides. A customer must be able to proceed to an unconditional exchange of contracts on or before an agreed date, shown on our Details Of Sale.
- A reservation fee of £350.00 is required and will be passed to our appointed agent who will hold the fee in a client's account.
- On reservation, we will hold the property exclusively for a customer at the agreed sale price until the date set for an unconditional exchange of contracts.
- Any spoken statements that a customer intends to rely on, including those made by anyone representing Norfolk Homes Ltd, should be detailed in writing to us and a customer's Legal Adviser as soon as possible. The spoken statements can then be confirmed and any problems resolved.
- An engrossment fee will have to be paid on completion by the purchaser. The sum is shown on the Details of Property information sheet.



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Tel: 01263 825679 Fax: 01263 825672 email: [salesenquiries@norfolkhomes.co.uk](mailto:salesenquiries@norfolkhomes.co.uk) [www.norfolkhomes.co.uk](http://www.norfolkhomes.co.uk) DX 31654 Sheringham

Directors L. Sheridan, A.D. Clark (Chairman & Secretary), P.J. Makepeace (Managing). Company Registered No. 1910791 VAT Registration No. 552 7438 31.

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- Due to weather and other matters beyond our control, it is sometimes difficult to accurately predict construction time. However, as construction progresses we become more able to provide a more accurate date. A guide completion date is provided on our Details Of Sale but is subject to change until contracts have been unconditionally exchanged. Actual completion dates are fixed on a first come first served basis following unconditional exchange of contracts. It is essential to exchange contracts unconditionally as soon as possible to minimise the risk of completion being delayed.
- Any details of charges that may relate to a property, for example management charges, are an up to date estimate but may be subject to change in the future.
- We reserve the right to alter plans and specification without notice but will endeavour to let a customer know of any material changes as soon as possible. We will consult with a customer about any changes to the home design, construction or materials that would significantly and substantially alter it's size, appearance or value.
- Any extras or variations to our standard specification must be agreed by our Site Manager. They will be set out and separately priced. Before any work on them is done, a customer will need to sign/agree them and also have exchanged contracts. A customer will pay for them on legal completion.

## ***Right to cancel before exchange of contracts***

- At any time up until exchange of contracts a customer may change their mind about buying a plot and withdraw from the purchase. £100.00 of the reservation fee will be refunded and £250.00 will be retained by us to contribute towards our administration costs. A customer will not be liable for any other costs.

## ***Exchange of contracts***

- If a customer is unable to proceed to an unconditional exchange of contracts by the agreed date for any reason, we reserve the right to cancel the sale and re-offer the property for sale or amend the price. In exceptional circumstances, we may consider giving an extension to the agreed date for an exchange of contracts. If the sale is cancelled, £100.00 of the reservation fee will be refunded and £250.00 will be retained by Norfolk Homes to contribute towards our administration costs.
- Just prior to exchanging contracts a customer must liaise with their Legal Adviser about the consequences of entering into a contract and proceeding with their purchase. Generally, a customer cannot withdraw from their purchase after exchanging contracts.
- On exchange of contracts a further contract deposit of 10% (or other suitable sum to be agreed) is payable. The £350.00 reservation fee can form part of this deposit.
- Contract deposits are protected by the NHBC Buildmark Warranty.
- For properties still under construction the legal completion date will be 14 days after our solicitor has notified a customer's Legal Adviser that the dwelling is complete, unless a fixed date for completion has been agreed.
- Our solicitors will advise a customer's Legal Adviser of any warranty protection or bonds of security for any remaining site works i.e. roads or sewers.

## ***Right to cancel after exchange of contracts***

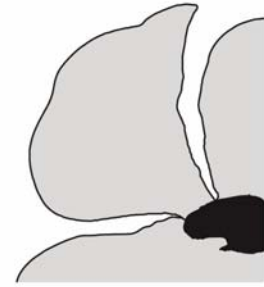
- Normally after an exchange of contracts there are no rights for a customer to withdraw from a contract.
- Should there be changes to a home design, construction or materials that would significantly and substantially alter its size, appearance or value, we will consult with a customer and seek their agreement. If these changes are unacceptable to a customer, they have the right to end the contract and get back both their contract deposit and reservation fee in full.



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- Should there be a significant and unreasonable delay beyond the date given in a contract (or in serving notice to complete) for completion of a home and if the delays are unacceptable to a customer, the buyer has the right to end the contract and get back both their contract deposit and reservation fee in full. A significant or unreasonable delay would be if we fail to serve notice of completion within 3 months from the anticipated date stated in the contract of sale.

## **Completion**

- We undertake to provide a customer's Legal Adviser with an NHBC Final Certificate not later than 4 working days prior to the date of legal completion.
- About a week prior to legal completion, a customer will be required to inspect the property with our Site Manager at a mutually convenient time. An introduction to fittings and equipment will be provided and any defects noticed will be recorded.
- On legal completion/handover, a customer will be asked to make a final check of the property with the Site Manager and/or Sales Negotiator. Also, meter readings will be agreed and noted.
- On handover a customer will also be given a comprehensive folder of information about the customer's home together with instruction booklets and certificates.
- Landscaping on a development, especially common areas, may not be finished at the time of completion. Some work can only be carried out at certain times of the year or at certain stages of a development. Also, final surfacing of roads and pavements may still need to be completed and may not be carried out for some while after completion.

## **After Completion**

- In our handover pack a customer will be given details of what to do in the event of emergencies and any other problems with their home.
- Should we not be able to resolve problems to a customer's satisfaction they will have the right to access the NHBC resolution service. For problems not covered by the resolution, the independent dispute resolution service is available. Full details of our complaint handling procedures are included in our handover pack.
- Building sites are dangerous. Care must be taken when travelling to and from a completed home. Children must be kept away from construction areas, the site compound, building materials and machinery. Parking is not permitted on site roads to avoid obstruction of construction traffic, other residents and emergency vehicles. Care is needed on footpaths and roads still awaiting their final surfacing.

**25th May 2010**

