

Our reputation has been earned through two core principles. First our quality standards in construction and materials, and secondly, a focused approach in the way we communicate with our customers throughout and beyond the construction process.

Scotia's charter is a commitment to you. It tells you exactly what to expect and how we'll contact and guide you through the various stages of buying and settling into your new Scotia home.

1. We will display the Consumer Code for Home Builders and give you a copy, without charge, if you ask for one. We will automatically give you a copy of the Consumer Code if you reserve a property. We will also inform you where further guidance is available and how you can get this.
2. We will work to set procedures to meet the commitments stated within the accompanying guidance information for the code.
3. We will train our staff to understand their responsibilities in our dealings with you and what the Consumer Code for Home Builders means for the company, its directors and staff.
4. We will endeavour for all sales and advertising material, and activities to be clear and truthful.
5. We will give you the detailed pre-purchase information you need to make an informed decision about buying the property. In all cases this information will include:
 - **A written reservation agreement;**
 - **An explanation of the Home Warranty cover;**
 - **A description of any management services and organisations to which you will be committed and an estimate of their charges.**

Also, we will provide you with:

- **A brochure or plan reliably showing the layout, appearance and plot position of your home;**
- **A specification of your home;**

We will let you know:

- **Who to contact at every stage of your purchase;**
 - **How to deal with your questions;**
 - **Any relevant choices and options you can consider.**
6. We will give you reliable and accurate information about the NHBC warranty which is provided on the home and any other guarantees or warranties from which you may benefit.
 7. We will give you advice on the health and safety precautions you should take when visiting a development under construction.
 8. We will seek to ensure that you appoint your own professional legal advisor to carry out the legal formalities of buying the property and to represent your interests.



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9. We will give you a written reservation agreement that sets out clearly the terms of the reservation, including:

- **The amount of the reservation fee;**
- **What is being sold;**
- **The purchase price;**
- **How and when the reservation agreement will end;**
- **How long the price remains valid;**
- **The estimated cost and nature of any management services the Home Buyer must pay for.**

We will reimburse your reservation fee if the reservation is cancelled within fourteen days of the reservation being made and explain in advance any deductions that may be made.

While the reservation agreement is in force, we will not enter into a new reservation agreement or sale agreement with another customer on the same property.

10. Our legal documents, missives, terms and conditions offered in our standard terms are:

- **Clear and fair;**
- **Compliant with the Unfair Terms in Consumer Contracts Regulations 1999;**
- **Inclusive of your contract termination rights.**

11. We will give you reliable and realistic information about when construction of the home may be finished, the required date for conclusion of the Missives 'the Contract to Purchase' and the estimated date of entry. Certainty of information on the date of entry will increase as the home nears completion i.e., at foundation stage we will give you an estimate of the quarter e.g., 'January to March 2010', from wind and watertight stage we will give you the month e.g. 'March 2010', and four weeks prior to the completion we will confirm the date of entry.

In the unlikely event that circumstances prevent us from giving you entry within 12 months of the Estimated Completion Date, you will have the right to cancel the contract and we will refund your Deposit and Reservation Fee together with any pre-paid extra costs incurred.

12. We will explain how we protect your deposit and how we deal with any other pre-payments you may make.

13. We will provide details of the agreement reached with you to purchase the home to your mortgage lender if requested to do so.

14. We will provide you with an accessible after-sales service, and explain what the service includes, who to contact together with what other guarantees and warranties apply to the home.

15. We will advise you about the health and safety precautions you should take when living on a development where building work continues.

16. We will ensure the functions and facilities of your new home are demonstrated to you.

17. We will advise you clearly in writing about our procedures for receiving, handling and resolving service calls and complaints. We will provide you with details of the low cost, speedy dispute resolution arrangements operated by an independent third party as part of the Consumer Code for Home Builders (refer to Appendix A, Pages 8 to 9).

18. We will co-operate with appropriately qualified professional advisors you have appointed to help resolve disputes.

Our customer charter commitments do not affect your statutory rights.

Further information on the Consumer Code for Home Builders is available from www.consumercodeforhomebuilders.com