



Customer Care / Complaints Process

1.0 After Sales Service

London Square accepts that on occasion, replacement items or remedial work in its properties will be required. Our obligations do not end when a customer becomes the owner of one of our new properties.

Customers have two years from the date of their property reservation or completion (whichever is later) to submit a complaint to London Square in relation to their property under our complaints process and to refer the complaint to the New Homes Ombudsman (NHOS) if they are dissatisfied with the outcome.

We commit to work closely with our customers to solve any problems, improve quality by feedback from the customer journey and to minimise the disruption to our customers.

2.0 Complaints and Reporting of Issues

2.1 Submitting a complaint to London Square

On discovering a defect or issue with their property the Customer is advised to report the issue to London Square as soon as possible to enable London Square to expedite resolution in a timely manner and meet our responsibilities towards the Customer.

In the event a Customer wishes to lodge a complaint relating to their property, we encourage this to be submitted to London Square via email to customercare@londonsquare.co.uk or via telephone 03336 664949.

If the nature of our customer's complaint is unclear when notified to London Square, we will appoint a dedicated Customer Care Manager who will engage the Customer to clarify the situation and to confirm and agree an initial course of action.

2.2 Complaints Process

London Square will:

- ❖ Acknowledge the complaint in writing within five days from the first business day after receiving the complaint (the complaint start date).
- ❖ Confirm in writing no later than 10 days from the complaint start date, how London Square will investigate the complaint. This will include advising the matter can be referred to a dispute resolution service offered by the warranty provider if they are not satisfied with the outcome of London Square's complaints procedure.
- ❖ No later than 30 days from the complaint start, London Square will issue a Complaint Assessment and Response letter. This letter will include as appropriate the following:
 - Details of and a separate report for each complaint raised.
 - If a complaint has been settled, what action has been taken by London Square to complete this.
 - If a complaint has not been settled, and London Square requires more time to look into the matter, an estimate of how long we will need to reach a decision and a brief explanation of the further steps needed and the reason.
 - If a complaint has not been settled and London Square accepts, we need to carry out correction work, details of what the work will be and an estimate of when the works will be completed.
 - If further investigation or correction work is required, London Square will provide the Customer with a further update within 28 days).

- In cases where London Square does not accept a complaint, a clear explanation of the reasons for the decision.
 - Information about any dispute resolution service, offered by the warranty provider, the Customer can refer the complaint to.
 - How the customer can refer the complaint to the New Homes Ombudsman Service.
- ❖ If the complaint is not closed, and no later than 56 calendar days from the complaint start date, London Square will send the Customer an eight-week (56 day) letter. This letter will include:
- A clear summary of what action has been taken to date.
 - Clear detail relating to what remains outstanding, the reason and the and the actions to be taken.
 - An estimated timescale for when the complaint will be settled.
 - How often London Square will provide an update to the Customer, which will be as a minimum every 28 days.

2.3 Complaint Closure

London Square may issue a Closure letter to the Customer at any stage after the Complaint Start Date. The Closure Letter will include:

- ❖ A list of the items agreed in the Complaint Assessment and Response Letter and confirmation each item has been resolved.
- ❖ Information about how to refer matters to the New Homes Ombudsman Service if the Customer is not satisfied.

London Square may opt to combine a number of complaints into a single complaint. However, the timetable will apply from the date they received the first complaint.

2.4 Cooperating with Third Parties

London Square is committed to cooperating with any appropriately qualified professional adviser the Customer may appoint to help settle a complaint before it becomes a dispute. This includes London Square providing the same level of co-operation to anyone authorised by the customer to represent them (for example, a family member, friend or professional adviser) in accordance with our data-protection, confidentiality and health & safety processes.

3.0 New Homes Ombudsman Service (NHOS)

In the event a customer is dissatisfied with how London Square has handled their complaint, such as defects or snags are not dealt with in line with the London Square's Complaints procedure, they have a right to escalate their complaint to the New Homes Ombudsman Service (NHOS).

Any complaint that has arisen within the first two years after the date of completion on the property affected can be referred to the New Homes Ombudsman Service after 56 days of the complaint start date, whether or not the date the Customer refers the complaint to the New Homes Ombudsman Service is within the first two years after completion.

Customers should refer their complaint to the New Homes Ombudsman Service as soon as possible.

The New Homes Ombudsman Service will follow its scheme rules when deciding whether to look into the complaint. This will include confirmation the Customer has brought the complaint to London Square's attention and given London Square opportunity to resolve the situation within the published timescales.

London Square is required to co-operate with any request from the New Homes Ombudsman Service to provide all relevant information relating to a complaint a customer has asked them to review.

Their New Homes Ombudsman website can be found via <https://www.nhos.org.uk/>. The complaint can be submitted via the following channels:

- ❖ Email: customer.services@nhos.org.uk
- ❖ Telephone: 03308084286 (9.00am to 5pm Monday to Friday)
- ❖ Post: West Wing, First Floor, Maylands Building, 200 Maylands Avenue, Hemel Hempstead, HP2 7TG

4.0 London Square After Sales Processes

Details of our processes can be found below:

4.1 Access to properties

For the purposes of safety and security London Square employees and our contractors require an adult to be present at the property to provide access to the property.

4.2 Guarantees

All workmanship and/ or materials are guaranteed by London Square for a minimum period of 2 years from the date of the legal completion of the sale to a customer/ practical completion of the property and not from the date of supply/ installation/ commissioning.

4.3 Snagging

We undertake pre-handover inspections of our properties prior to occupation by the new Customer. However, London Square acknowledges there may be some finishing activity or other issues which need to be put right after our customers move into their new properties. These are commonly known as 'snags' or 'snagging issues'.

London Square works with our customers to identify and put right any snags and endeavour to complete these as soon as possible after occupation. In rare cases where there may be a significant reason for a delay, we will ensure the Customer is aware of the reason and the potential timescales for resolution. This will include providing regular updates until the issue is resolved.

Emergency issues are not snags and will be treated as a priority.

4.4 Defect Notification

London Square utilises a customer care defect recording portal (ticketing system), Clixifix, to manage the reporting, monitoring and resolution of property related issues and defects.

Our contractors have access to this portal as this system provides them with the details of the job requirements and enables them to update the customer care case as it progresses.

Reported defects and issues are recorded within this system as soon as London Square receives notification of an issue.

4.5 Defect Categories

Defects are broken down into three repair categories these are detailed below:

- ❖ **Emergency Priority** – a defect, which, if not remedied, could be dangerous to the occupier or which causes the occupier significant inconvenience.

Examples include: the total loss of heat, power, light or cooking facilities within the property, a water leak that cannot be retained or flooding caused by blocked drains that threaten to enter the property.

- ❖ **Medium Priority** – a defect, which, whilst causing an inconvenience for the occupier whilst not repaired, is not impossible to live with but may require the Customer to implement minor alterations to their routine.

Examples include: faulty locks to bathroom doors and other like items which are likely to worsen or cause additional damage to the property if not attended to and non-dangerous gas/electrical faults.

- ❖ **Low Priority** – a defect that does not cause major inconvenience or discomfort for the Customer but will does require resolution.

Examples include: adjusting of doors or windows (unless they are a security risk in which case, they are categorised as an emergency repair).

In the event of an emergency priority, we will on notification make immediate contact with our contractor and attend within 12 hours to resolve the issue.

4.6 Resolution Target Timescales

We have implemented key performance indicators (KPIs) to enable us to manage and monitor our performance in resolving reported issues with the property. These are:

- ❖ Emergency Priority - to be addressed within 12 hours
- ❖ Medium Priority - to be addressed within 7 days
- ❖ Low Priority - to be addressed within 28 days

If replacement parts are required, all works are to be completed within 28 working days on receipt of the required parts.

4.6.1 Emergency Priority Defects

Our Plumbers, Electricians and Lift Suppliers are required to provide a 24 hour – 365-day emergency callout response.

For Out of Hours Emergencies, London Square utilises Davies Group, who will manage the emergency on behalf of London Square. Out of Hours are between 17:00hrs – 09:00hrs Monday to Friday and all-day Saturday, Sunday and UK Bank Holidays. Details are provided within our Customers Handover Pack.

As a promise to our customers, in the event of a contractor failing to respond to “out of hours” calls, this will result in the appointment of an alternative contractor to attend and resolve.

4.6.2 Medium and Low Priority Defects

London Square employs a Team of Customer Care Operatives who may be able to expedite the repair, or the repair is assigned to a contractor via our Clixifix System. Our Team members are required to comply with the London Square Code of Conduct for Dealing with Customers policy. When our team attends the property, they will note any additional follow up activity which is required by the customer or to be delivered by other contractors (Trades) including touching up and making good etc. Comments from the customer will be noted and added to our aftercare defect reporting system.

4.6.2.1 Appointments

London Square will instruct our contractor to contact the customer directly and to request 3 suitable dates and wherever possible, a suitable time slot to attend the property and deal with the defect between Monday and Friday (and in exceptional circumstances on a Saturday).

The contractor is required to submit these dates and times to London Square via our customer care defect recording portal and to confirm the date and time they will be attending.

London Square shall confirm the appointment with our customer.

4.6.2.2 Missed Appointments

In the event a customer is not at the property when our contractor attends the agreed appointment, our contractor is required to leave a note at the customer's property to confirm they did attend. They are also required to notify London Square via telephone or email on the same day. London Square will contact the customer to discuss the reason for the missed appointment on behalf of the contractor. The Customer Care Portal will be updated to record the reason.

London Square will reschedule the appointment with the customer and contractor to access the property and remedy any defects. In the event access to rectify is not available on the second appointment, London Square will arrange a third appointment.

In the event access to rectify the defect is not granted to the contractor at the third appointment, London Square shall be released from the obligation to remedy the reported defect(s).

4.6.2.3 Vulnerable Occupiers

In the event a defect or issue is reported and advised as negatively impacting on a vulnerable occupier such as a disabled or elderly person or a home with babies, and thereby requiring a speedier response, London Square will escalate the defect to a more urgent category.

4.6.2.4 Works not wholly or partly attributable to Defects

If it is discovered that works are carried out by London Square are not wholly or partly attributable to a reported defect, London Square will claim reimbursement for recoverable costs from the property owner for the costs incurred, in carrying out such works to the extent they are not attributable to Defects.

4.7 Warranty

In instances where a reported defect is covered by warranty, the repair will be assigned to the relevant contractor to resolve. However, London Square retains responsibility for putting right any reported issues or problems (including snags and defects) that arise in the property during the first two years. In cases where the contractor has not resolved the issue satisfactorily a replacement contractor may be appointed.

4.8 Ongoing Works on Developments

If building work will continue on the development after the customer buys their new property, London Square will advise the new owner about the health and safety precautions they must take whilst living there during these ongoing works and the measures London Square has put in place to protect them. An example might be access and egress routes.

5.0 Monitoring

Weekly review meetings are held by London Square to monitor recorded defects across all developments. The London Square Board of Directors is provided with a weekly summary of open defects.

Our Complaints and Customer Care processes are subject to periodic internal audit and external assessment as part of our ISO Certifications for ISO 9001:2015 Quality Management, ISO 14001:2015 Environmental Management and ISO 45001:2018 Occupational Health & Safety