

TERMS & CONDITIONS

TERMS OF WEBSITE USE

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website www.fairgrove.co.uk, whether as a guest or a registered user. Please read these terms of use carefully before you start to use the sites. By using our sites, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our sites.

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Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use. You are responsible for making all arrangements necessary for you to have access to our sites. You are also responsible for ensuring that all persons who access our sites through your internet connection are aware of these terms, and that they comply with them.

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IMAGERY

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RELIANCE ON INFORMATION POSTED

Commentary and other materials posted on our sites are not intended to amount to advice on which reliance should be placed for a specific purpose, including but not limited to entry into any contract with Peveril Homes or any of its group companies or any third party. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our sites, or by anyone who may be informed of any of its contents. This extends to without limitation any errors, inaccuracies, omissions or misleading statements on our Sites.

OUR SITES CHANGE REGULARLY

We aim to update our sites regularly, and may change the content at any time. If the need arises, we may suspend access to our sites, or close it indefinitely. Any of the material on our sites may be out of date at any given time, and we are under no obligation to update such material.

OUR LIABILITY

The material displayed on our sites is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

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Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our sites or in connection with the use, inability to use, or results of the use of our sites, any websites linked to it and any materials posted on it, including, without limitation any liability for:

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- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- wasted management or office time;

- and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

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We process information about you in accordance with our privacy policy. By using our sites, you consent to such processing and you warrant that all data provided by you is accurate.

VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our sites by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our sites, the server on which our sites is stored or any server, computer or database connected to our sites. You must not attack our sites via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our sites will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our sites or to your downloading of any material posted on it, or on any websites linked to it.

LINKING TO OUR SITES

No links may be made to this website by any person without Fairgrove Homes prior written consent.

LINKS FROM OUR SITES

Where our sites contain links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

PARTICULARS

Prices and availability updated monthly please check with the sales advisor at the development for current prices and availability.

Please note that we have endeavoured to portray a reasonable account of the properties we are planning to build. Circumstances may force us to change certain issues and therefore we would advise you to carefully discuss all issues with your sales executive at each stage of the process. All facts and photographs used in our marketing literature are intended to reasonably convey the lifestyle offered our homes. Each home may differ in external finish, energy efficiency, appearance and elevational issues may differ from those photographed or illustrated. Floor plans are as accurate as can be at time of printing but please be aware that individual construction may result in a slight variance. Please also note that the interior design, furnishings and some fittings and finishings that make up our showhome are not part of our standard specification. These particulars do not form part of a contract or warranty.

JURISDICTION AND APPLICABLE LAW

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our sites.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

VARIATIONS

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our sites.

YOUR CONCERNS

If you have any concerns about material which appears on our sites, please contact info@fairgrove.co.uk

SPECIFICATION

Specification varies from each development and plot. Please speak to our sales advisors for full specification details of your chosen plot. Upgrade options are entirely dependent on where your home is in the building process. Ask your Sales Advisor for more information.

Thank you for visiting our sites.

TERMS AND CONDITIONS - HELP TO BUY

What are the benefits?

Help to Buy is made up of two schemes – an ‘equity loan’ where the Government will loan you up to 20% of the value of your new build home and a ‘mortgage guarantee’ where lenders will be incentivised to make more mortgages available for people with small deposits. The Government wants to help more people across the country make the aspiration of home ownership a reality. Help to Buy is aimed at increasing the supply of low-deposit mortgages as well as new housing and will run for 3 years. If you have a 5% deposit and want to buy a new build home, you’ll be able to access the Help to Buy scheme.

How will Help to Buy work for you?

Help to Buy prices based on 80% of full purchase price. Eligible applicants will be offered an equity loan of up to a maximum of 20% of the purchase price (based on the open market value). Applicants are required to fund at least 80% of the purchase price by means of a conventional mortgage, savings and any deposit where required. For the first five years there is no fee charged on the equity loan component. At the start of year six a fee is collected of 1.75% of the market value of the property at the time the loan is entered into multiplied by the outstanding percentage under the equity loan, the annual fee of 1.75% will be multiplied by RPI+1% p.a. The equity loan is provided by the HCA and held as a joint second charge. Terms and conditions apply and full details will be provided on request. This offer is only available on selected developments and properties in England up to £600,000. It is not offered with any other promotion. Applicants will need to use a Mortgage Broker from the panel, who will act solely for the applicant.