



PROCEDURE FOR HANDLING OF COMPLAINTS

1. The following procedure should be adopted in the event that you have a complaint regarding any aspect of the service provided by HES Residential Ltd :-
2. In the first instance, a complaint should be raised with either director of the firm, namely Clive Huggins at 11-15 High Street, Great Bookham, Surrey KT23 4AA (01372 450655) or Nigel Angus at Apex House, 10 West Street, Epsom, Surrey, KT18 7RG (01372 740555).
3. Where your complaint is initially made orally, you will be requested to send a written summary of your complaint to the person dealing with it.
4. Once we have received your written summary of the complaint, we will acknowledge receipt within three working days including a summary of our understanding of the circumstances leading to your complaint. You will be invited to make any comments that you have in relation to our interpretation.
5. We will then conduct an internal investigation.
6. Within fifteen days of receipt of your written summary, the person dealing with your complaint will write to you with a formal written response to your complaint and to let you know what actions have been or will be taken.
7. Following the formal written response to you if you are not satisfied with the outcome and you are a private consumer client, you can contact the The Property Ombudsman at Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP (01722 333306, admin@tpos.co.uk, www.tpos.co.uk;) who are an independent redress scheme, approved by RICS and Trading Standards.

The Property Ombudsman requires all complaints to be addressed through this in-house complaints procedure, before being submitted for an independent review. Please note that any complaint to The Property Ombudsman must be made within 12 months of receiving our final viewpoint letter and include any evidence to support your case.

8. In the event of a complaint from a commercial client which cannot be settled by negotiation in good faith and remains unresolved, then the dispute shall be referred to arbitration in accordance with the Arbitration Act 1996 and the IDRS Arbitration Procedure for Surveying Disputes (2007 Edition or as amended), which Rules are deemed to be incorporated by reference to this Clause, by an arbitrator appointed by IDRS Ltd. (IDRS Tel. 020 7520 3800; website www.idrs.ltd.uk). Nothing in this clause shall prevent any Party seeking a preliminary injunction or other judicial relief at any time if, in its judgment, such an action is necessary to prevent irreparable damage. All negotiations in relation to the matters in dispute shall be without prejudice to the rights of either party in any future proceedings.