

New Homes Quality Board Code of Practice



THE REGISTER OF DEVELOPERS

From January 2022, housebuilders and developers who build new homes will be expected to register with the **New Homes Quality Board** (“NHQB”). A housebuilder/developer who has followed the required registration process, including completion of training and introduction of necessary complaints and other processes and procedures to meet the requirements of the Code, will become a **Registered Developer**.

Registered Developers agree to follow the **New Homes Quality Code** (the “Code”) and to be subject to a **New Homes Ombudsman Scheme** (once established), including complying with the decisions of a New Homes Ombudsman in relation to dealings with a Customer. Failure to meet the required standards, or comply with a New Homes Ombudsman, can result in a range of sanctions, including removal from the register of Registered Developers.

The Code establishes **mandatory requirements** which must be adopted and complied with by Registered Developers. The Code may be updated from time to time, to reflect emerging industry best practice as well as decisions of a New Homes Ombudsman. Each amended or updated Code will come into force in such manner and at such time as set out by resolution of the New Homes Quality Board.

All Registered Developers are expected to build homes that comply with building safety and other regulatory requirements.

All Registered Developers should aim to handover homes that are free from Snags or Defects and, where they do occur, they should be resolved within the agreed timescales.

A Customer for the purposes of this Code means an individual buying or intending to buy a new home for their own occupation or on behalf of an individual beneficiary. However, while this version of the Code has been developed with the specific needs of Customers who are buying their home for their own occupation, the New Homes Quality Board has initiated work to consider other groups of customers and their expectations in relation to a New Home. This includes shared owners and individuals who are letting homes to other individuals. Any changes to the Code to reflect the needs to any additional or different groups will be developed through consultation and resolution of the Board, which will continually assess and review the effectiveness of the Code, and any emerging legislative or regulatory requirements.

The Code has two parts:

1. **A Statement of Fundamental Principles** a statement of the Fundamental Principles that Registered Developers agree to apply in their business and their dealings with Customers; and
2. **The Practical Steps** – a statement of what is expected at each stage of the process.

In addition to the Code:

Developer Guidance may be provided, amended or supplemented from time to time in order to assist Registered Developers in the operation of the Requirements, including training materials and example documents.

Customer Guidance may be provided, amended or supplemented from time to time to assist customers in matters such as how to make a complaint under the Code and what to expect from their Registered Developer.

Glossary: there is a glossary of terms which accompanies the Code and words shown with initial capitals are defined within the Glossary.

For the avoidance of doubt, the Developer Guidance and the Customer Guidance do not supersede or replace any of the Statement of Principles or Practical Steps of the Code with which Registered Developers must comply.

Transition Arrangements – Transition Period Developers will be expected to have registered with the New Homes Quality Board by no later than 31 December 2022 (the **Final Registration Date**).

Following Registration, Developers will have time to confirm their readiness to transition to the new arrangements, including training, branding, etc. (the Transition Period). Developers may choose to activate regional businesses or subsidiaries at different times.

During this period from the opening of applications for the register of Developers in January 2022 up to the Final Transition Date, being the Transition Period, developers must clearly advise Customers whether the provisions of this Code or a legacy arrangement apply to their New Home.

Application in England, Northern Ireland, Scotland and Wales

The remit of the New Homes Quality Board covers Great Britain. The provisions of the Code and the establishment of a New Homes Ombudsman are intended to apply in each of the nations.

A final version of the Code will be published ahead of the Transition Period taking effect. A Welsh language version of the Code will also be published at that time.

There are some legal differences between the laws applying in England and Wales to those applying in Scotland. Professional advice should also be taken in relation to specific laws in each legal jurisdiction of the UK and to ensure compliance in accordance with those laws.

Issued by resolution of the New Homes Quality Board, December 2021.



THE NEW HOMES QUALITY CODE: **STATEMENT OF FUNDAMENTAL PRINCIPLES**

This **Statement of Principles** (the Fundamental Principles) sets out the fundamental and overriding obligations which Registered Developers agree to follow for their Customers of New Homes.

- 1. Fairness:** treat Customers fairly throughout the home buying and After-Sales process.
- 2. Safety:** carry out and complete works in accordance with all requisite Building Regulations and Requirements, as may be set out by a Building Safety Regulator or local authority, as applicable.
- 3. Quality:** complete all works to a good quality in accordance with all applicable building and other standards and regulations as well as to the specification for the New Home and ensure that Legal Completion only takes place when a New Home is complete (as defined in section 2 of this Code).
- 4. Service:** have in place systems, processes and training of staff to meet the Customer service Requirements of the New Homes Quality Code and not use high-pressure selling techniques to influence a Customer's decision to buy a New Home.
- 5. Responsiveness:** be clear, responsive and timely in responding to Customer issues by having in place a robust After-Sales Service and effective Complaints process as required by the Code.
- 6. Transparency:** provide clear and accurate information about the purchase of the New Home, including tenure and potential future committed costs such as those relating to Leasehold or Management Services.
- 7. Independence:** make sure that Customers are aware that they should appoint independent legal advisers when buying a New Home and that they have the right, as set out in the Code, to an independent Pre-Completion Inspection before Legal Completion takes place.
- 8. Inclusivity:** take steps to identify and provide appropriate support to Vulnerable Customers as well as to make the Code available to all Customers, including in appropriately accessible formats and languages.
- 9. Security:** ensure that there are reasonable financial arrangements in place, through insurance or otherwise, to meet all obligations under the Code, including timely repayment of financial deposits when due and any financial awards made by a New Homes Ombudsman Service.
- 10. Compliance:** be subject to, co-operate and comply with the Requirements of the New Homes Quality Board and a New Homes Ombudsman Service.

THE 10 GUIDING PRINCIPLES



This Code has four parts:



PART ONE:

SELLING A NEW HOME



PART TWO:

LEGAL DOCUMENTS,
INFORMATION,
INSPECTION AND
COMPLETION



PART THREE:

AFTER-SALES, COMPLAINTS
MANAGEMENT AND THE
NEW HOMES OMBUDSMAN



PART FOUR:

SOLVENCY, LEGAL
AND JURISDICTION



PART ONE:

SELLING A NEW HOME

When selling a New Home, Developers should be fair and complete in the information they provide to a Customer about their home purchase. They must avoid mis-selling, misleading information and high-pressure sales tactics.

Customers must have a choice about their own legal or other advisers to guide them through the legal buying process. Developers must be clear about any fees or benefits that the Developer gets in making a particular recommendation of Professional Adviser to a Customer.

1.1 Sales information and marketing

The Developer must ensure that the content of any sales and marketing material relating to the New Home is clear, fair and not misleading, legally compliant and must use plain language. Such content must comply with all relevant codes of advertising and the law.

The Developer must state in their sales and marketing literature that they are a Registered Developer with the New Homes Quality Board.

The Developer must prominently display the Code logo in public areas related to the New Home sales process, including areas such as Sales Office and offices of appointed selling Agents, and in sales brochures and on websites.

The Code must be available, free of charge, to any Customer interested in the purchase of a New Home, and be made available to Customers in appropriately accessible formats and languages.

In all of its sales and marketing literature, the Developer must consider the needs of Vulnerable Customers.

1.2 Describing the New Home

The Developer must properly inform and not mislead Customers, taking into account their obligations as set out in Part Two, including as to:

- (a) Size of property (room and plot dimensions).
- (b) Tenure (including formula for any Ground Rent and residual length of the lease).
- (c) Specification of property.
- (d) Indicative Energy performance ratings.
- (e) Pricing of property.
- (f) Mobility adaptations.
- (g) Completion dates.
- (h) New Home Warranty provisions.
- (i) Management services.
- (j) Service charges.
- (k) Future phases of the Development committed to by the Developer.
- (l) Any resale restrictions/covenants.
- (m) Costs, coverage or benefits of any additional products such as insurances or warranties and guarantees.
- (n) Expected Council Tax Band at point of sale.

1.3 No high-pressure selling techniques

High-pressure selling techniques must not be used by the Developer to influence a Customer's decision.

High-pressure selling techniques not to be used by the Developer to influence a Customer's decision include (but are not limited to):

- a) encouraging a Reservation by implying that there are other interested parties or that there is an imminent price increase due, where neither is true.
- b) offering a financial incentive for an immediate decision on a Reservation or a sale.
- c) encouraging a Reservation by refusing the opportunity to personalise the New Home where the stage of construction would still allow it.
- d) encouraging the purchase of any unnecessary or inappropriate additional insurance products, warranties or guarantees.
- e) suggesting that a sale may not proceed unless a Customer uses a specific third-party Professional Adviser such as conveyancer or mortgage broker.
- f) matters set out specifically in relation to part-exchange and assisted move schemes (Section 1.4 below).

1.4 Part-exchange and assisted move schemes

When a Developer offers a part-exchange or assisted move scheme to a Customer, the terms must be clear, fair and not misleading and must not be used to pressurise a sale. The Developer must provide a Customer with adequate time to consider the information provided.

The terms of the part exchange scheme must be explained in plain language and include full details of:

- a) the full terms and conditions that apply including any applicable Leasehold/tenure Requirements.
- b) how a fair market valuation has been arrived at - which should be independent and obtained from more than one suitably qualified source.
- c) any deductions that will be applied to the market valuation.
- d) how a Customer can qualify for the part-exchange scheme.
- e) the date by which a Customer must accept the offer.
- f) the consequences of not accepting the offer by the stated date.
- g) the anticipated date/s by which the Part Exchange and purchase of the New Home will be completed and any consequences, especially where these are not simultaneous.

The terms set out for a Customer should include:

- a) the duration of the validity of the offer of part-exchange.
- b) the price offered for the part exchange property.

1.5 Considering Vulnerable Customers

The Developer must give due consideration to the identification of a Vulnerable Customer and take any appropriate steps to help a Customer make informed decisions.

The Developer should take all reasonable steps so that arrangements are made to provide Vulnerable Customers with appropriate advice and assistance suitable to their needs, and that employees do not make assumptions about the degree of knowledge that a Customer has.

If no Vulnerability is declared by a Customer, but it becomes apparent that there may be a Vulnerability, the Developer must seek clarification from that person and/or their representative. Enquiries must be of a nature that are considerate, inoffensive and non-discriminatory.

1.6 Customer service standards and training

The Developer must ensure that they have systems and procedures, including any consent to data sharing where required, in place to enable them to accurately and reliably meet their commitments to compliance, service requirements, processes/procedures, no high-pressure selling, considering Vulnerable Customers, information disclosure/recording and monitoring in relation to the Code.

Information about such compliance to the Code may be requested by the New Homes Quality Board Compliance and Data Team as required from time to time and the Developer must agree to comply with all such Requirements in a timely manner.

The Developer must provide training on the Code Requirements to all employees who deal with Customers. In addition, any Agents used by the Developer must be required to ensure that they are familiar with and meet Code Requirements.

1.7 Legal and other advisers, commission and inducements for goods and services

The Developer must make Customers aware that they should seek and appoint independent legal advice when carrying out the legal formalities of buying the New Home.

The Developer may offer to recommend to a Customer the services of a Professional Adviser, however, the Developer must not restrict a Customer's choice of Professional Adviser to one of those which is recommended by the Developer. This includes legal representative, Pre-Completion Inspector, financial adviser or mortgage intermediary. The Developer cannot offer or link any inducement or incentives when recommending any such services.

Where a Customer is enquiring in a non-face-to-face situation directly to a Developer (e.g., via website, portal, App, etc.) about a New Home, and this includes a link to the services of a specific Professional Adviser (e.g., legal representative, financial adviser or mortgage intermediary), including for a mortgage qualification or calculation provided by a specific third party, the Developer must clearly identify the specific third-party provider and obtain Customer consent.

The Developer must notify a Customer at the time of referral (for services), or Reservation/purchase (for goods) if they (the Developer) receive any fee, commission or any other reward or advantage for introducing any Professional Adviser or for recommending to a Customer certain products or services.



PART TWO:

LEGAL DOCUMENTS,
INFORMATION, INSPECTION
AND COMPLETION

There are a number of stages in the purchase of a New Home. These can include:

- a) an opportunity to secure a particular plot early, also called an Early Bird or plot option arrangement (see section 2.1).
- b) a Reservation Agreement, which is a contract between a Customer and the Developer where a home is reserved for purchase and is then subject to the completion of formal legal documents (see sections 2.2-2.5).
- c) pre-completion information, where specific information about the proposed purchase is made available to a Customer or their legal adviser by the Developer (see section 2.6).
- d) the Contract of Sale, which is the formal legal document committing both parties to complete a sale, other than in exceptional circumstances (see section 2.7).
- e) Notice of the Completion Date, which is the formal notice informing a Customer that the New Home will be ready for Legal Completion and occupation from a specific date (see section 2.7a).
- f) An opportunity for the Customer to visit a New Home before Legal Completion. In addition, a customer can arrange for a suitably qualified inspector to carry out a Pre-Completion Inspection, using the Template Pre-Completion Inspection Checklist before the Legal Completion date (see section 2.8).
- g) Legal Completion, which is when the home ownership is transferred from the Developer to a Customer and the New Home can be occupied by a Customer (see section 2.11).

This section of the Code sets out Requirements and expectations in relation to these steps.

2.1 Early bird arrangements

A Developer may offer a Customer an option to be notified and then to secure, by way of an exclusive pre-release for a period of time, the choice of a plot or plots within a Development. This is sometimes known as an Early Bird or option arrangement.

A Developer may charge a Customer a fee for such arrangement provided that:

- a) the maximum amount which may be charged for an Early Bird arrangement is £150, or such other amount set by the New Homes Quality Board from time to time.
- b) the Developer makes it clear to a Customer before the fee is paid the period of time for which such exclusivity arrangement will be open for acceptance, as well as the basis on which such fee is refundable.

If the Developer takes a fee or payment then the full fee must be refunded to a Customer if they advise the Developer they do not wish to proceed with the purchase within a minimum of 24 hours (or such later time as the Developer specified at the time of the fee becoming payable) of a Customer being notified of the plot being released for sale.

If 24 hours (or such later time where applicable) has elapsed since a Customer has been notified by the Developer of the release of the plot for sale then the Developer may make a deduction for administration costs providing the basis for any deduction has been clearly explained to a Customer at the point of payment.

A Customer's rights and expectations regarding such Early Bird arrangements may not diminish or reduce the provisions set out in this Code regarding all other documentation and information provisions under this Part Two.

2.2 Reservation Agreements

Where a Customer wishes to reserve a New Home, this must be done by a formal Reservation Agreement between a Customer and the Developer.

A Reservation Agreement should not be entered into until all the material facts relevant to the purchase / sale are available to all parties.

The Developer must ensure that the Reservation Agreement terms and conditions are clear, fair and written in plain language and comply with all relevant legislation.

The Developer must give a Customer a copy of the Reservation Agreement that has been signed by both parties (digitally or otherwise) and which sets out clearly the terms of the Reservation.

Terms of the Reservation must include, but are not limited to:

- a) the Developer must be clear about who a Customer is buying their New Home from.
- b) the amount of the Reservation Fee.
- c) a Customer's right to cancel within the Reservation period and the range (in monetary terms) of any possible cost retention.
- d) the terms under which the Reservation Fee is refundable and non-refundable and any administration fees or similar which the Developer may deduct.
- e) that there is a mandatory 14 calendar day Cooling Off Period where the agreement may be cancelled and the Reservation Fee will be refunded without deduction and in full.
- f) how to make a cancellation of the Reservation Agreement, including as a result of a Major Change (as set out in Part 2.9).
- g) that it is "Subject to Contract" (England & Wales only).
- h) details of the New Home including property type, plot number, Development name, postal address (if available), parking arrangements.
- i) the purchase price of the New Home.
- j) how long the price and the Reservation Agreement remain valid.
- k) how and when the Reservation Agreement will end.
- l) contact details for the relevant New Home Warranty provider together with a summary document of the New Home Warranty cover obtained by the Developer from the New Home Warranty provider.
- m) date by which Contract Exchange must take place, which should be reasonable in the circumstances of the transaction, taking into account when all the information listed in 2.6 is provided and in any event not less than six weeks after Reservation unless the Customer requests an earlier date.

- n) any dependent or conditional matters for example part-exchange details, if applicable.
- o) details of how a Customer can include in the Contract of Sale any spoken statement that is to be relied upon.
- p) the nature and annual estimated cost of any Management Services, or in Scotland, Factoring Costs, together with other costs that a Customer must pay.
- q) the New Home tenure e.g., Leasehold, Freehold, Commonhold, etc. and all associated costs including the basis of future changes to costs relating to the tenure.
- r) the nature and method of assessment of any Event Fees.
- s) scope and process for administering changes to the New Home (i.e., paint colour, design changes, specification changes).

In relation to anticipated costs, the Developer must also provide an Affordability Schedule which is a reasonable identification of likely costs directly associated with the tenure and management of the New Home, of which the Developer can reasonably be expected to be aware, to cover a period of 10 years.

The Affordability Schedule must include:

- a) details of any ground rent, including amount, payment dates and applicable formula.
- b) estimated amounts, of "known" and/or "anticipated" additional costs deriving directly from the tenure of the sale such as Management Services fees (e.g., maintenance of landscaping, highways that are not adopted by local authorities, etc), Event Fees and/or other charges. This should highlight for attention of a Customer any stepped service charges in later years as additional facilities become available or sinking fund charges for repairs or maintenance may be introduced. Where the value of actual costs or charges are unknown the Developer should provide a Customer with an un-costed schedule of items.
- c) details of known or anticipated costs or charges for regular maintenance of integral plant and equipment, e.g., communal heating, grey water harvesting, air source heat pumps, etc. where these are not already accounted for in Management Services fees or Event (e.g., Change of Circumstances) Fees. Where the value of actual costs or charges are unknown the Developer should provide a Customer with an un-costed schedule of items.
- d) Estimated costs for maintaining the property (e.g., painting render, etc) and repairing/ replacing any fixtures or appliances as required during the first 10 years.

2.3 Cooling off period

All Reservation Agreements must include a minimum 'Cooling Off' period of 14 calendar days, during which the Reservation Fee must be refunded in full if a Customer wishes to cancel the Reservation for any reason.

2.4 Cancellation after the cooling off period

The Reservation Agreement may set out deductions which will apply to a cancellation of the Reservation Agreement where a cancellation occurs after the Cooling Off Period.

The Reservation Fee less any advised deductions, must be refunded by the Developer within 14 calendar days of the date of notice of cancellation given by a Customer.

2.5 Cancellation by the Developer

While the Reservation Agreement remains valid, the Developer does not have the right to terminate the Reservation Agreement and must not enter into a new Reservation Agreement or sale agreement with another Customer on the same New Home.

On completion of the Reservation Agreement the Developer must provide the Home Warranty Provider with full details of the property reserved and a Customer's contact details.

2.6 Pre-contract of Sale

The Developer must give a Customer's legal adviser suitable and relevant information to help the Customer to make fully informed purchasing decisions and take appropriate advice.

In all cases this information must include (i) information in relation to the property and planning matters and (ii) the actual and anticipated costs associated with the property. More specifically as follows:

a) in relation to the property and planning:

- i. a written Reservation Agreement.
- ii. a summary of the cover provided by the New Home Warranty and contact details of the relevant Home Warranty Provider.
- iii. the tenure of the New Home e.g., Leasehold, Freehold, Commonhold, etc.
- iv. the Detailed Planning Consent reference number under which the New Home is being constructed and, where known and for which there is Planning Consent, details of any known future build phases by the Developer, any facilities which the Developer is party to on the Development.
- v. a list of contents in the New Home which are included in the price including, but not limited to, white goods, curtains, carpeting, wall tiling, door entry systems, power points and sanitary-ware fittings.
- vi. confirmation of the advertised/ marketed specification of the New Home including the type of materials providing the main structural frame of the building (masonry, timber, steel frame or other).
- vii. information relating to the standards to which the New Home is being built, including confirmation that it will be built in compliance with the applicable Building Regulations, the relevant Home Warranty Provider's standards and manufacturers / supplier's performance and installation standards.
- viii. any exceptional restrictions around use of, occupancy or appearance of the New Home and the curtilage. This does not include standard terms covered in the title deeds, plot transfer of ownership, or equivalent document. The Developer must direct a Customer to a Customer's legal adviser to obtain advice on any such restrictions.
- ix. details of any services, facilities and/or liabilities which may not immediately transfer to a Customer on Legal Completion and are temporarily retained by the Developer. Where these transfer to a Customer at a later date then this must be fully explained and documented e.g., drainage systems, utilities, etc.

b) in relation to actual and anticipated costs

- i. a description of any Management Services and organisations to which a Customer will be committed.
- ii. an Indicative Costs Schedule which is a reasonable identification of likely costs directly associated with the tenure and management of the New Home, of which the Developer can reasonably be expected to be aware, to cover a period of 10 years. This includes any obligation to contribute towards maintenance and/or replacement of services and facilities and does not include everyday maintenance and replacement costs relating to a home, such as internal systems, equipment and appliances, or utilities. The Indicative Costs Schedule must reiterate:
 - details of any ground rent, including amount, payment dates and applicable formula.
 - estimated amounts, of "known" and/or "anticipated" additional costs deriving directly from the tenure of the sale such as Management Services fees, Event Fees, and/or other charges. This should highlight for attention of a Customer any stepped service charges in later years as additional facilities become available or sinking fund charges for repairs or maintenance may be introduced. Where the value of actual costs or charges are unknown the Developer should provide a Customer with an un-costed schedule of items.
 - details of known or anticipated costs or charges for regular maintenance of integral plant and equipment, e.g., communal heating, grey water harvesting, air source heat pumps, etc. where these are not already accounted for in Management Services fees or Event (e.g., Change of Circumstances) Fees. Where the value of actual costs or charges are unknown the Developer should provide a Customer with an un-costed schedule of items.
- iii. The Developer is not required to inform a Customer of the value of normal costs and charges associated with owning the New Home e.g., utilities, energy bills, council tax, home insurances. A Customer should make separate enquiries of these and take steps to consider the overall affordability of the New Home, taking into account information about additional and anticipated costs relating to the New Home.
- iv. The Indicative Costs Schedule does not need to set out estimated possible costs which will arise and depend on decisions of a Management or Service Company that fall outside the scope of necessary costs associated with the maintenance and upkeep of the New Home, including any facilities. However, the extent of any such landholdings and obligations must be set out clearly, for example where it extends to street lighting, parks, landscaping or other such matters.

If the New Home is not yet complete, then the Developer must also provide a Customer with:

- a) the Anticipated Completion Date, the Developer's provisional estimate of when the New Home will be ready for occupation.
- b) a brochure or plan illustrating the size, specification, general layout and plot position and orientation of the New Home. Details of any significant gradients to the garden and grounds of the New Home must be provided to a Customer together with information on how the surfaces and any fences and or boundary walls will be finished. All outbuildings and garages should be clearly marked and include details of finishes and construction if different to the New Home structure.

The Developer must inform a Customer and their legal advisers, in writing, how their questions will be addressed and who to contact (with names and contact numbers) during the sale, purchase and transfer of ownership of the New Home to a Customer.

The Developer agrees to keep Customers informed about any known or any anticipated additional costs that may arise for the New Home (so far as is reasonably possible) as well as any known restrictions on provision of services and service providers, including by reason of connected party providers, for gas, electricity, broadband, water, sewerage or other standard utility.

2.7 Contract of sale

The Developer must ensure that the Contract of Sale terms and conditions are clear, fair, and written in plain language and comply with all relevant legislation. In addition it must:

- a) define the Legal Completion Notice Period that is from serving of the Notice to Complete to Legal Completion.
- b) clearly state the circumstances in which a Customer can terminate the Contract of Sale.
- c) clearly state what will happen if construction of the New Home is delayed and the New Home will not be ready for ownership by a Customer by the date advised by the Developer.
- d) clearly explain how Contract Deposits are to be protected.
- e) make suitable provisions to provide a two-year builders liability period for a Customer. This also applies to Special Purpose Vehicles (SPVs) and other short-term trading arrangements which may be formed to construct a specific New Home or Development.

To avoid Disputes over spoken statements, immediately before Contract Exchange, the Developer should ensure that a Customer, through their legal representative, states in writing what spoken statements they are relying on when entering into the Contract of Sale.

2.8 Keeping the Customer informed and Pre-Completion Inspection checks

The Developer must provide an opportunity for the Customer to visit the New Home and/or appoint a suitably qualified inspector to complete the Template Pre-Completion Inspection Checklist on their behalf, to be carried out before completion and from 5 calendar days (earlier by mutual agreement) after the Notice to Complete has been served. For the absence of doubt, the Template Pre-Completion Inspection Checklist is the **only** checklist that may be used for the Pre-Completion Inspection.

In setting the Legal Completion Notice Period, in order to provide sufficient Notice to Complete all legal Requirements and provide the opportunity for the Pre-Completion Inspection to be carried out this would usually be expected to be a period of no less than 14 calendar days (unless otherwise agreed between the Developer and the Customer). For the avoidance of doubt, the Pre-Completion Inspection Checklist does not operate to delay or prevent Legal Completion in line with the Notice to Complete but does require the Developer to respond in line with the provisions set out in Part 3.

The Developer should explain the process for keeping the Customer updated about the timetable for the likely completion of the New Home and provide timely updates to the Customer.

The Developer must ensure that their sites comply with all relevant health and safety legislation and guidance appropriate to visitors.

The Developer must inform Customers about the health and safety precautions they, or their representative must take if and when permitted to visit a live construction site. The Developer can refuse access to a live construction site to the Customer or any representative, inspector or professional acting on their behalf if health and safety precautions required by the Developer are not adhered to.

2.9 Changes, agreement to substantial changes, and termination of contract for unacceptable changes

The Developer must advise a Customer of the Customers' right to terminate the Reservation Agreement and Contract of Sale and the specific circumstances when they could exercise it.

The Developer must notify a Customer in writing of a Major Change which occurs after the Reservation Agreement is entered into. A Major Change is a change that alters the size, appearance or value of the New Home (including the internal layout) from what was shown to a Customer in the Reservation Agreement and/or Contract of Sale (as applicable). The Developer should inform a Customer to seek advice from their Professional Adviser.

If these Major Changes are unacceptable to a Customer, the Customer has the right to terminate the Reservation Agreement or Contract of Sale (as applicable) and be refunded their Contract Deposit, Reservation Fee and any other pre-payments without deductions provided that the Customer exercises such a right of termination no later than 14 calendar days after such notification of a Major Change. For the avoidance of doubt, no Notice to Complete may be served during such 14-calendar day period.

The Developer is expected to keep the Customer informed of changes to the design, construction or materials of the New Home which are not Major Changes. Such changes (where they are not Major Changes) do not give a Customer the right to cancel the Reservation Agreement or Contract of Sale and a Customer's formal agreement to them is not required but the Customer retains all rights with respect to Snags and Complaints in respect of such changes where these have not been agreed by them.

If the Developer has agreed to do additional works for a Customer which will change the timescale for completing the New Home, an extension of time may be required for the Anticipated Completion Date, and other amendments made to the Reservation Agreement and/or Contract of Sale, and the provisions of this Code shall be interpreted accordingly to take account of such agreed additional works. Customers should be notified to take legal advice in relation to any such additional works and in relation to any contractual changes required.

In Scotland, the Developer must comply with Requirements to ensure that materials substituted still comply with the relevant building warrant. Nothing in this section relating to discussions with the customer displaces any such legal obligation.

2.10 Complete new home

Legal Completion can only take place on a Complete New Home which complies with Building Regulations and all applicable building safety Requirements for safe occupation. It is a breach of this Code for Legal Completion to take place on a New Home that is not a Complete New Home.

A Complete New Home is one that has a New Home Warranty cover note issued in relation to it, and in each case;

Either in relation to a house,

may be considered complete if all rooms, spaces and facilities are in a finished condition for the purpose for which they are designed and intended and the property provides safe entrance and emergency exit routes; with any further work to the home being either;

- a) solely decorative/corrective.
- b) related to shared common areas.
- c) related to transitioning from temporary to permanent utilities and services, in each case which do not affect the owner's ability to live safely in the property or will not cause significant disruption or inconvenience to rectify or complete.

Or, in relation to an apartment/flat

may be considered complete if all rooms, spaces and facilities within the specific apartment/flat are in a finished condition for the purpose for which they are designed and intended and the unit provides safe entrance and emergency exit routes; with any further work being either

- (a) solely decorative/corrective.
- (b) related to shared common areas and facilities.
- (c) related to transitioning from temporary to permanent utilities and services, in each case which do not affect the owners' ability to live safely in the apartment/flat or will not cause significant disruption or inconvenience to rectify or complete.

AND, in each case

in relation to Scotland only, where the local authority has provided confirmation that the home can be occupied (Habitation Certificate) has been obtained.

The Developer must not offer a Customer incentive (financial or otherwise) to move into, or complete the purchase of, a New Home that is not a Complete New Home.

2.11 Legal completion

At the point of Legal Completion, the Developer must:

- a) have completed the construction of the New Home to the standards agreed.
- b) have carried out:
 - i. in England and Wales, the Developer's final quality assurance inspection of the New Home and provide a Customer with a schedule of any incomplete or Defective Items, and a statement of timescales for completing / remedying such items along with the need for access at suitable times to enable remediation; or
 - ii. in Scotland, confirmation that the New Home has been inspected and passed as habitable and fit for occupation by the relevant Local Authority (Habitation Certificate).
- c) have provided an opportunity for the Customer to inspect the New Home and/or appoint a suitably qualified inspector to complete a Pre-Completion Inspection (see 2.8 above).
- d) have provided an appointment for a home demonstration to include an explanation of how the appliances included within the New Home operate. This can be undertaken at the same time as the inspection in c) above.
- e) provide full details of any guarantees and warranties that accompany the New Home and appliances.
- f) the Developer must provide, or arrange for the Home Warranty Provider to provide, clear details of the extent and duration of the standards covered by the New Home Warranty for the New Home, (which are expected not to be less than 10 years from Legal Completion) and provide a Customer with information about any exceptions, exclusions, limits, excesses or conditions applicable to the New Home Warranty cover.

- g) provide a copy of the Developer's Complaints procedure.
- h) provide a Health & Safety File for the New Home in compliance with relevant legislation. For apartments the Health & Safety File should be provided to the managing Agent or management company.
- i) provide a Customer:
 - i. in England and Wales with a copy of the Building Regulation Control Inspection Records if requested;
 - ii. in Scotland, provide a Customer with confirmation that the New Home has been inspected and passed as habitable and fit for occupation by the relevant Local Authority (Habitation Certificate);
- j) provide the Building Regulation Completion Certificate (Habitation Certificate) where available, and where not yet available, advise a Customer that the Building Regulation Completion Certificate will not be available until after Legal Completion, for example for apartments until the whole apartment Development is completed.

2.12 Incomplete and ancillary works

At Legal Completion the Developer must provide a Customer with a statement of incomplete works as part of the Development under the relevant Planning Consent, and indicative timescales for their completion. This applies to, for example, roads, open spaces, recreational areas and landscaping. The Developer should ensure that the Customer is kept informed of progress in fulfilling commitments in the relevant Planning Consent.

The Developer must advise a Customer of known future phases of work on the Development committed to by the Developer. As construction work is undertaken, the Developer should identify and consider reasonable steps to mitigate any significant adverse impact on the Customer.

Where known, the Developer should endeavour to keep the Customer informed of the design and impact of any utility boxes or other estate infrastructure (such as lamp posts, bins and bike shelters) installed after Legal Completion which could materially impact the New Home.

2.13 Repayment of financial deposits

The Developer must have in place adequate arrangements to protect Contract Deposits, Reservation and other fees. These may include:

- a) insuring the full Contract Deposit through the New Home Warranty; and/or
- b) placing the Contract Deposit; Reservation Fee and any other pre-payments in a suitable client account designed for holding client monies, which is clearly separated from the Developer's cash-flow and assets and cannot be accessed by the Developer until Completion; or
- c) any other legal arrangement within the Developer's course of business by which the Developer can reasonably be expected to be able to repay such amounts should they fall due. This must apply to the whole of the Contract Deposit or any uninsured amounts (where such insurance has been obtained).

In the event of contract termination, where the Customer has paid additional monies for adaptations/upgrades, then these should be refunded other than any deductions where the Developer can demonstrate that costs have been incurred.

The Developer must provide to a Customer and a New Homes Ombudsman Service (if applicable) timely and accurate information to enable the assessment of compensation following termination or Disputed variation of the Contract of Sale.

Repayments of Contract Deposits and other sums due to a Customer must be paid promptly by the Developer and in any event within 28 calendar days of confirmation of the termination of contract.



PART THREE:

AFTER-SALES, COMPLAINTS
MANAGEMENT AND A
NEW HOMES OMBUDSMAN

Obligations in respect of a New Home do not end at the point of sale and occupation. Developers are required to provide continuing After-Sales Service and a Complaints Resolution process in line with the Requirements and expectations of this Code.

The Code requires that the Complaints process and escalation to a New Homes Ombudsman Service is available to the Customer for two years from the date of Reservation or Legal Completion, whichever is later. Where Developers elect to outsource their After-Sales Service to a third party, the responsibility for providing this service and complying with the requirements of this Code still lie with the Developer.

Any individual scheme put in place by a Developer must still adhere to the Requirements of the Code, including the Complaints process and the ability for the Customer to refer issues to a New Homes Ombudsman Service.

3.1 After-sales service

The Developer must provide a Customer of the New Home with a comprehensive and accessible After-Sales Service for a minimum of two years following the date of Legal Completion.

To make sure a Customer understands how to access the After-Sales Service, the Developer must provide a Customer with suitable information about the service which must include:

- a) a clear written statement of their After-Sales Service procedures.
- b) an explanation of their responsibility for remedying any issues or problems (including Snags and/or Defects) arising in the property during the first two years, and that the Customer should identify any issues or problems (including Snags and/or Defects) and report them to the Developer promptly in order for the Developer to meet their responsibilities.
- c) an explanation of how issues or problems and service calls will be managed, including timescales; how they should be reported and the names and contact information of the Developer's staff to whom such issues should be reported and notified to.
- d) allowing the Customer the option to categorise any issue or problem (including Snags and/or Defects) as a formal Complaint if they are unhappy with the Developers proposed approach.
- e) an explanation of the process for reporting and handling Emergency Issues including clarity on what qualifies as an Emergency Issue and how the Developer will deal with them. This must include issues relating to health and safety that could materially impact on health and wellbeing or cause injury or loss of life.
- f) clear guidance on what the Customer might expect to constitute normal maintenance and "running in" which is a Customer's responsibility.

The Developer must tell Customers about the health and safety precautions they must take when living on a Development where building work continues and the measures which the Developer implements in order to protect them.

3.2 After sales issues and complaints management

The Developer must have a system and procedures for receiving, handling and resolving issues or problems raised by the Customer for its After-Sale Service, as well as Complaints in line with the Requirements, including time periods, set out in the Code.

The Developer must provide a Customer with a written statement of the process for raising an issue or problem in its After-Sale Service, as well as the process for making a formal Complaint to the Developer. Such written statement may be provided by letter, brochure/leaflet, electronically (email) or clearly visible on a Developer's website.

Information provided to Customer must include details of how a Customer can escalate the Complaint or Dispute to a New Homes Ombudsman Service if the Developer and a Customer fail to agree on the resolution.

The Code requires that the Complaints process and escalation to a New Homes Ombudsman Service is available to the Customer for two years from the date of Reservation or Legal Completion, whichever is later.

The Developer must co-operate with any appropriately qualified Professional Adviser appointed by a Customer to help resolve Complaints before they become a Dispute. Subject to compliance with data, confidentiality or health and safety processes, the Developer must provide the same level of co-operation to an intermediary authorised by a Customer to represent a Customer (e.g., a family member, friend or Professional Adviser) as they would to a Customer.

3.3 Snagging period and resolution of Snagging issues

It is widely acknowledged that there are some finishing or other issues which need addressing on moving into a New Home and these are commonly known as "Snags" and "Snagging".

Developers are expected to work collaboratively with their Customers around identification, access and resolution of Snagging following Legal Completion.

The Developer must ensure that Snags are covered by the After-Sales Service and that once agreed, they are resolved promptly.

Any Snags, Issues or problems raised through the After-Sales Service process must be acknowledged promptly. It is expected that in most situations a Developer should be able to resolve an After-Sales issue or problem within 30 calendar days, other than where there is a substantial reason for delay. Where there is such a delay, the reasons for that should be communicated clearly to the Customer, with no less than monthly updates provided until the matter is resolved. If a Customer is dissatisfied with the After Sales Service a Complaint may be made under the formal Complaints Process of that Developer.

For the avoidance of doubt, Emergency Issues are not Snags and, if not resolved satisfactorily, a Customer can make a Complaint about such Emergency Issues from the date of Legal Completion.

3.4 Complaints process

If a Customer is dissatisfied with the resolution of an issue or problem raised through:

Part One: Selling a New Home

Part Two: Legal Documents, Information, Inspection and Completion

Part Three: After-Sales

a Complaint may be made in accordance with the Developer's Complaints Process.

It is a Requirement that the Developer's Complaints procedures must include the following mandated minimum steps from the date of the first Complaint:

- a) **Written Acknowledgment:** no later than 5 calendar days from the first business day after the Complaint is received (the Complaint Initiation Date), the Developer will send a written acknowledgment of the Complaint to a Customer).
- b) **Path to Resolution Letter:** no later than 10 calendar days from the Complaint Initiation Date, the Developer will provide, a written Path to Resolution which outlines to a Customer how the Developer will investigate the Complaint. This will include notifying a Customer if the Complaint may be subject to a resolution service.
- c) **Complaint Assessment and Response Letter:** no later than 30 calendar days from the Complaint Initiation Date, a Customer will be sent a Complaint Assessment and Response Letter from the Developer.

The Complaint Assessment and Response letter must include the following information:

- i. each Complaint is to be separately identified and reported upon.
 - ii. where a Complaint has been resolved, what action has been taken to do so.
 - iii. if not resolved but further time is needed to look into the matter, the estimated time within which a decision will be reached together with a brief explanation as what further steps are required and why.
 - iv. if not resolved but remediation work is accepted, what that work will be and an estimated time within which required work will be completed.
 - v. where further investigations or remediation has been set out in the letter, when the next update will be provided, which must not be more than 28 calendar days.
 - vi. where a Complaint is not accepted, that is to be set out clearly with a clear explanation for the decision.
 - vii. information about any recommended engagement with any applicable resolution service.
 - viii. information about how to refer matters to a New Homes Ombudsman Service.
- d) **Eight week (56 day) Letter:** where the complaint is not closed and no later than 56 calendar days from the Complaint Initiation Date, a Customer will be sent an Eight Week Letter from the Developer.

The Eight Week Letter must include the following information:

- i. a clear summary of what action has been taken to date.
- ii. clear details of what is still outstanding, a reason why and the actions to be taken.
- iii. an indicative timescale for resolution.
- iv. the frequency that updates will be provided to the Customer by the Developer until resolution, which must not be more than 28 calendar days.

e) Closure Letter: to be sent by the Developer to the Customer at any stage following the Complaint Initiation Date

The letter must include:

- i. a list of the items agreed in the Complaint Assessment and Response letter and confirmation that each item has been resolved.
- ii. information about how to refer matters to a New Homes Ombudsman Service.

For the avoidance of doubt, a Developer may choose to aggregate a number of Complaints into a single Complaint, provided that the timetable shall apply from the first such Complaint received.

3.5 Referrals to a New Homes Ombudsman Service (NHOS)

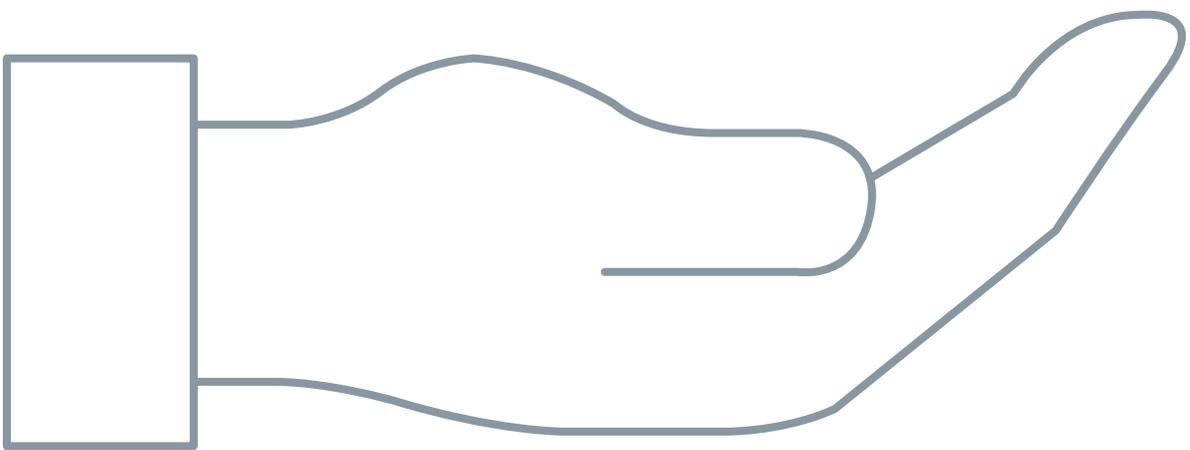
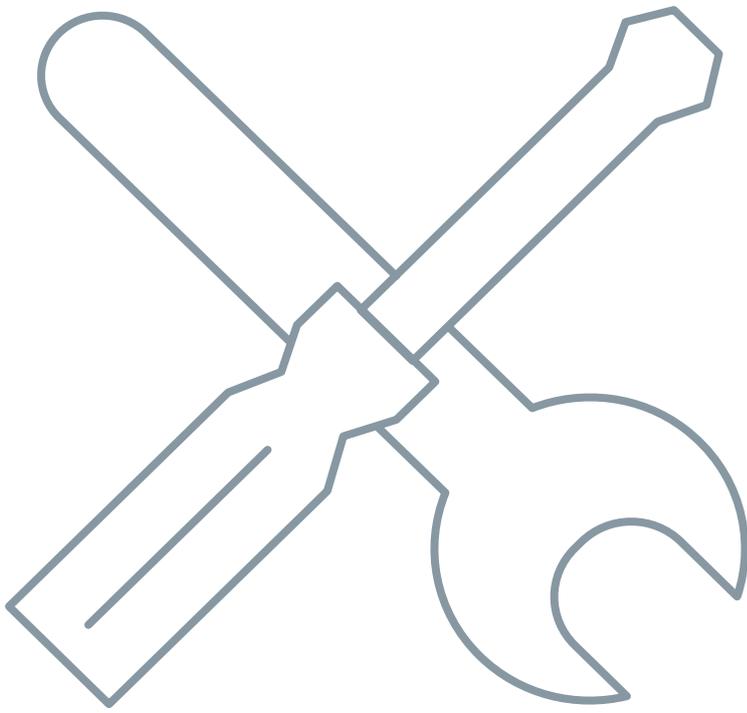
If Defects complained of or Snags reported are not resolved in accordance with the timetables and procedure required by the Complaints Process, then a Customer may refer a Dispute to a New Homes Ombudsman Service. It is within a New Homes Ombudsman Service's discretion to decide when or if to accept a referral to it, in accordance with a New Homes Ombudsman Service's scheme rules.

In line with established consumer best practice, a Customer can refer a Complaint that arose within the first two years to a New Homes Ombudsman Service after 56 calendar days of the Complaint Initiation Date, whether or not the date which the customer refers the Complaint to a New Homes Ombudsman Service is within the first two years after Legal Completion. Any complaint should always be made promptly by a Customer. It is within a New Homes Ombudsman Service's discretion to decide when or if to accept a referral to it, in accordance with a New Homes Ombudsman Service's scheme rules.

The Developer must co-operate with any request from a New Homes Ombudsman Service to provide all relevant information where a Customer has asked a Complaint to be reviewed.

3.6 Re-sale

In relation to second and subsequent Customers of the New Home this Code applies only in respect of After-Sales matters reported within two years of the date of the Legal Completion of the original New Home purchase and legal advice in respect of a subsequent sale should be sought accordingly.





PART FOUR:

SOLVENCY, LEGAL AND
JURISDICTION

The Developer must ensure that the contractual party as Developer and Seller (if different from the Developer, for example a special purpose vehicle) is financially adequately established or insured so as to provide reasonable protection against insolvency and the capacity to meet its obligations under the Code, including timely repayment of financial deposits when due and any financial awards made by the Ombudsman.

Nothing contained within this Code affects a Customer's existing legal or statutory rights and does not replace any legislation applying to the New Home. Customers do not have to make a Complaint to a New Homes Ombudsman Service for matters which are covered by the Code, they may decide to pursue an alternative course of action, such as through the civil courts or other applicable ombudsman or regulator.

References to 'a Customer' mean one or more Customers as applicable where the New Homes is jointly purchased.





Code of Practice

www.nhqb.org.uk