



**BUILD
WARRANTY®**

SECURING THE FUTURE

BW Consumer Code for New Homes

☎ 0800 5200155

🌐 www.buildwarranty.co.uk

✉ info@buildwarranty.co.uk



5.0 out of 5

★ **REVIEWS.io**

CONTENTS	PAGE
Glossary of Terms	4
1. Introduction	8
2. Scope of the Code	11
3. Access to the Code	12
4. Implementation of the Code	13
5. Customer Services	13
6. Vulnerable Customers	13
7. Staff Training	15
8. Sales and Advertising	16
9. Part Exchange Schemes	17
10. Health and Safety for Visitors to Developments under Construction	18
11. Health and Safety for Buyers living on Developments under Construction	18
12. Pre-purchase/Contract Information	19
13. Contact Information	20
14. Insurance Cover	20
15. Professional Advisors	20
16. Reservation Agreement	21
17. The Contract of Sale	22
18. Contract Termination Rights	23
19. Documentation on Completion	24
20. After Contract Exchange	24
21. Completion and Handover	25
22. After-sales Service	26
23. Complaints and Disputes	27
24. Definition of a Dispute	28
25. Co-Operation with Professional Advisors	29
26. BUILD WARRANTY Dispute Resolution Scheme (DRS)	29
27. BUILD WARRANTY Dispute Resolution Scheme Adjudication Process	30
28. Awards, Acceptance, Refusal and Liability	31
29. Disciplinary and Sanctions Panel	31

GLOSSARY OF TERMS

Adjudication	The process by which an Adjudicator reviews evidence and statements set forth by opposing parties in a BUILD WARRANTY Dispute Resolutions Scheme (DRS) process.
Adjudicator	The Adjudicator acts as a fair and unbiased referee who assesses complaints within the BUILD WARRANTY Dispute Resolution Scheme (DRS) .
Administration Fees	Fees incurred by the Developer pursuant to the Developer's management of the property during the Reservation Period .
Agent	A person, sole trader, partnership, company, or other organisation (such as an Estate Agent) who is authorised to act on behalf of the Developer to create a legal relationship with the Buyer .
Alternative Dispute Resolution Scheme (ADR)	An independent Adjudication scheme operated on behalf of BUILD WARRANTY by The Property Ombudsman .
Approved Inspector	A person, sole trader, partnership, company, or other organisation registered with BUILD WARRANTY and authorised by the Construction Industry Council to carry out building control inspections
BUILD WARRANTY	Build Warranty Services Ltd.
BUILD WARRANTY Directory of Developers	The list of BUILD WARRANTY registered Developers .
BUILD WARRANTY Dispute Resolution Scheme (DRS)	A procedure for dealing with a Dispute between the Buyer and the Developer where: (a) it has not been possible for this Dispute to be resolved informally; and (b) this Dispute is outside of the scope of the BUILD WARRANTY Structural Defect Policy .
BUILD WARRANTY Membership Rules	The mandatory BUILD WARRANTY membership rules all Developers must agree to abide by when joining the BUILD WARRANTY Consumer Code scheme.
BUILD WARRANTY Structural Warranty Policy	The Certificate of Insurance issued on behalf of the insurer, which signifies acceptance of the Home for insurance, following the notification of satisfactory practical Completion by the appointed Approved Inspector .

Building Regulations	Statutory instruments that seek to ensure that the policies set out in the relevant legislation are carried out. Building Regulations approval is required for most building work carried out in the UK.
Buyer(s)	Any person, social landlord, corporate body, partnership, or Limited Company who reserves or buys a new or newly converted Home (except those excluded in Clause 2.5) from the Developer .
Code	The BUILD WARRANTY Consumer Code for New Homes (this document).
Completion	The point at which the Buyer(s) takes ownership of the Property from the Developer . In Scotland, this process is known as the “Conclusion of Missive” and “Date of Entry”.
Construction Design and Management Regulations 2015 (CDM)	Regulations governing the way construction projects of all sizes and types are planned in the UK.
Contract Exchange/ Exchange of Contracts	The point at which the Contract of Sale is exchanged between the Developer and the Buyer . In Scotland, this process is known as the “Exchange of Missive”.
Developer	A person, sole trader, partnership, company, or other organisation that constructs new, or newly converted Homes under Contract and is a registered member of the BUILD WARRANTY scheme and bound to adhere to the BUILD WARRANTY Consumer Code for New Homes .
Dispute	A written complaint made by the Buyer of the Home to the Developer , as a result of the Developer failing to comply with the requirements of the Code . The Buyer must make the complaint, within 2 (two) years, (24 (twenty-four) months) of the date of practical Completion . Complaints covered by the Code are subject to a maximum award of £50,000 or 25% of the original Contract price (inclusive of VAT).
Early Settlement	A process whereby the Dispute between the Buyer and the Developer is resolved early as part of the process of the BUILD WARRANTY Dispute Resolution Scheme (DRS) .
FCA	The Financial Conduct Authority who regulates the Financial Services Industry within the UK.

Home	A property registered by a Developer (who is a member of the BUILD WARRANTY Scheme) and covered by a BUILD WARRANTY Policy .
Leasehold	The length of time as defined in the lease, for which the Buyer has ownership of the Home .
Management Services	The maintenance, supply, service obligations and charges the Buyer may be liable to pay on Completion of the Home purchase. In Scotland, this is known as “Factoring”.
Material Fabric	Any fixture, structure or surface that is connected or associated with the Home , which is not freestanding.
Part Exchange Scheme	A process by which the Developer agrees to use the Buyers existing property as part payment for a new Home .
Policyholder	The purchaser or owner of the Home , which is subject to the BUILD WARRANTY Policy (or their successor in title, for a maximum period of 24 (twenty-four) months from the date of practical completion).
Purchase Price	The price that has been agreed upon by the Buyer and the Developer for the Home .
Reservation Agreement	A written legal agreement between the Buyer and the Developer , giving the Buyer an exclusive period of time to enter into a Contract to buy a Home at a confirmed Purchase Price (irrespective of whether or not a fee is paid). Reservation, Reserve and Reserved shall be construed accordingly.
Reservation Fee	A fee payable by the Buyer to the Developer that reserves the Property following the signing of the Reservation Agreement . The Reservation Fee will be deducted from the final Purchase Price of the Home or subject to refund on cancellation (minus any Administration Fees). The Home will be withdrawn from the market by the Developer , on receipt of payment.
Reservation Period	An agreed period of time stipulated within the Reservation Agreement between the Buyer and the Developer , during which the Developer agrees not to market the Home for sale.
Snagging	The process of inspection necessary to compile a list of minor defects or omissions in building works for the Developer to rectify. Although the BUILD WARRANTY

	Policy does not cover Snagging , this complaint would be addressed under the terms of the Code .
Specification	A description of the main materials used to construct the Home (including wall, roof, and floor construction; types of bricks and roof tiles; windows; internal and external doors; bathroom and kitchen tiles; equipment; furnishings; appliances; central heating; and vacuuming systems).
Structural Defect	A fault in the design of the load bearing portions or weatherproofing of the Home (including foundations; external and internal walls; floors; and roof structures), caused by the failure of such load-bearing portions. Weatherproofing portions include the outside wall face, windows, doors, and the roof covering of the Home .
The Business Protection from Misleading Marketing Regulations 2008	Prohibit misleading business-to-business advertising and impose further restrictions on how businesses compare their products to rival products from other companies.
The Consumer Protection from Unfair Trading Regulations 2008	Control unfair practices used by traders when dealing with consumers and create criminal offences for traders that breach them.
The Consumer Rights Act 2015	To establish consumer rights and provide free, effective and efficient enforcement of those rights.
The Property Ombudsman	An independent and impartial service for the resolution of a Dispute between the Buyer and the Developer , on behalf of BUILD WARRANTY .
The Royal Institute of Chartered Surveyors	A global professional organisation that establishes and enforces standards for valuing, operating, and developing.
Vulnerable Customer	A Buyer , who by virtue of their personal circumstances is especially susceptible to detriment. Reasons could include, but not limited to age; infirmity; language; disability; or those who have suffered a recent bereavement, separation, or divorce; or who for reasons of experience, knowledge or illness find the process difficult or stressful.
Warranty	The BUILD WARRANTY Insurance Policy for Structural Defect Insurance .
Water Ingress	The Ingress (or entering) of water into the Home through its external walls, roofing, external doors, windows, and cladding.

1. INTRODUCTION

1.1 BUILD WARRANTY

1.1.1 **BUILD WARRANTY INSURANCE SERVICES LTD (BUILD WARRANTY)** specialise in provision of **Structural Defect** warranties to the construction industry.

1.2 The BUILD WARRANTY Consumer Code for New Homes

1.2.1 The **Consumer Code for New Homes (Code)** came into effect on the 1st of October 2010. The **Code** sets out the mandatory requirements each member of the **BUILD WARRANTY Directory of Developers** must adhere to when marketing and selling their **Homes**. It is designed to make the **Home** selling process fair and transparent to the **Buyer**.

1.2.2 For the avoidance of doubt, every **Developer** who avails of a **BUILD WARRANTY Policy**, agrees to subscribe to and comply with the **Code**.

1.2.3 The **Code** is designed to ensure that a **Buyer** of a new or newly converted **Home**, built by a member of the **BUILD WARRANTY Directory of Developers**:

1.2.3.1 Is treated fairly by the **Developer** at all times;

1.2.3.2 Can be assured that their individual circumstance, particularly if they are **Vulnerable** (will not preclude them from receiving high levels of customer service);

1.2.3.3 Has access to reliable, accurate and timely information about the **Property** both before and after their purchase;

1.2.3.4 Is informed that they can avail of the **BUILD WARRANTY Dispute Resolution Scheme (DRS)**, should they have need to seek a remedy; and

1.2.3.5 Is reassured that their **Developer** is not only a member of the **Code** but adheres to its requirements.

1.2.4 The **Code** is in addition to any pre-existing legal rights, which the **Buyer** may avail of in respect of the sales, marketing, and purchase of the new **Property**. The **Code** contains a number of specific terms, which are highlighted in bold and defined in the Glossary of Terms at the beginning of this document.

- 1.2.5 **BUILD WARRANTY** has sole responsibility for the management and control of the **Code**, which applies to all **Buyers** and **Developers**. In signing and agreeing to be bound by the rules of the **Code**, the **Developer** must honour any sanction made against them as part of the **BUILD WARRANTY Dispute Resolution Scheme (DRS)**. Any **Developer** found to be in serious breach of the **Code**, will be liable to a range of sanctions (which may include their removal from **BUILD WARRANTY Directory of Developers**, their potential ineligibility for a future **BUILD WARRANTY Policy** and/or a mortgage for the **Home**).
- 1.2.6 For **Disputes** outside of the remit of the **BUILD WARRANTY Policy**, the **BUILD WARRANTY Dispute Resolution Scheme (DRS)**, as detailed in clause 28 of the **Code**, is available to any **Buyer** on submission of a written complaint made within the 24 (twenty-four) months of the practical **Completion** date.
- 1.2.7 **BUILD WARRANTY** will conduct periodic random audits, customer surveys and other statistical evaluations (including mystery shopping surveys, customer reviews, assessments of customer satisfaction feedback and analysis of customer complaints) to assess how well the **Code** is being applied. This data will be used to inform:
- 1.2.7.1 Amendments to the **Code**;
 - 1.2.7.2 Training for members of the **BUILD WARRANTY Directory of Developers**, and/or
 - 1.2.7.3 Observation of the **Code**.
- 1.2.8 All **Code** members must have a system for the receipt, management, and handling of service calls and **Disputes**.
- 1.2.9 An annual subscription fee is to be paid by a member if they wish to remain part of the **Code**. Should there be any amendment to the **Code** and on renewal, members will be informed and asked to digitally sign and accept the amendment and/or the renewal.

1.3 Features of the BUILD WARRANTY Policy

- 1.3.1 The **BUILD WARRANTY Policy** provides cover as detailed below:
- 1.3.1.1 Full 10-year cover from practical **Completion** for the following structural elements of the property:

- Foundations;
- Load-bearing walls;
- Roof covering;
- Floorboards and screeds, where these fail to support normal loads;
- Wet applied plaster;
- Double or triple glazed panes to the external windows or doors;
- Underground drainage that the **Policyholder** is responsible for maintaining;
- A **Dispute Resolution Scheme (DRS)** in the event of a **Dispute** between the **Policyholder** and the **Developer**;
- Deposit protection;
- Protection against **Developer** insolvency; and
- Contamination risk for buying off-plan.

1.3.1.2 In the event of a claim, the **BUILD WARRANTY Structural Warranty Policy** also covers:

- Demolition costs;
- Design and professional fees associated with correcting the problem; and
- Alternative accommodation costs (up to 26 (twenty-six) weeks) in the event that the **Buyer** is displaced during remedial construction works.

1.3.1.3 The **BUILD WARRANTY Structural Warranty Policy** also covers **Water Ingress**:

- Through external walls, roofing, external doors, windows and cladding;
- However, it does not cover seepage of water into the **Home**, below the ground floor slab level; and
- The **Buyer** must refer any **Dispute** concerning **Water Ingress** to **BUILD WARRANTY** in writing, within 12 (twelve) months of the date of practical **Completion**.

1.3.1.4 Limits and Excesses:

- A standard excess of £1,000.00 will apply in respect of any single claim;
- The sum insured will include the reinstatement value of the property as stated on the **BUILD WARRANTY Policy**; and
- Any other endorsements on the **Buyer's** policy.

2. SCOPE OF THE CODE

- 2.1 This **Code** is applicable to all new build **Homes** where a **BUILD WARRANTY Policy** has been issued on or after the 1st of July 2019.
- 2.2 The **Code** applies when the **Buyer** has made a complaint in writing to the **Developer**, within 24 (twenty-four) months of practical **Completion** (as stated in the **BUILD WARRANTY Policy**).
- 2.3 Any subsequent **Buyer** can also avail of the **Code**, but only where the date of their complaint is within 24 (twenty-four) months of the practical **Completion** date (as stated in the **BUILD WARRANTY Policy**).
- 2.4 If the **Developer** fails to attend to a **Snagging** complaint raised in writing by the **Buyer** within 24 (twenty-four) months of the practical **Completion** date (as stated in the **BUILD WARRANTY Policy**), this complaint would be addressed under the terms of this **Code**. However, a **BUILD WARRANTY Policy** does not cover **Snagging**.
- 2.5 The **Code** does not apply/cover:
 - 2.5.1 Claims covered by a **BUILD WARRANTY Policy**;
 - 2.5.2 Claims related to the land conveyed or its registered title;
 - 2.5.3 Claims that exceed the **BUILD WARRANTY Dispute Resolution Scheme (DRS)** limits;
 - 2.5.4 Part exchange properties;
 - 2.5.5 Where the **BUILD WARRANTY Policy** has been purchased by a consumer;
 - 2.5.6 Properties acquired by registered providers;
 - 2.5.7 Properties acquired by social landlords for rent;
 - 2.5.8 Properties acquired by corporate bodies, partnerships for investment purposes;

- 2.5.9 Properties acquired for short-term tenancy agreements;
 - 2.5.10 Properties built by self-builders, or under a **Contract** between the **Developer** and an individual for their own occupation;
 - 2.5.11 Properties built under an architect certificate;
 - 2.5.12 **Homes** assigned or sold before legal **Completion** by an investor; and
 - 2.5.13 Personal injury claims.
- 2.6 Other complaints, which fall within the ambit of other **Dispute** resolution or ombudsman's schemes. In such cases, these schemes will take precedence over the **Code** and its associated **DRS**.

3. ACCESS TO THE CODE

- 3.1 The **Developer** must make the **Code** available to all potential and existing **Buyers**, free of charge. The **Developer** must ensure the **Code** is in a format that enables the **Buyer** to take the **Code** away for further scrutiny.
- 3.2 The **Code** should be made available in a variety of formats (printed, electronic, braille, large print, etc) as may be required by the **Buyer**. The **Developer** must fulfil the reasonable request of a **Buyer** for an unavailable format, within 10 (ten) working days of the initial request.
- 3.3 The **Developer** must display the **Code** in the public show house, sales office or other public areas that are related to the sales process. The **Code** must be included in the **Reservation Agreement**.
- 3.4 The **Developer** is responsible for providing appropriate contact details by which the **Buyer** can contact the **Developer**. This includes telephone number, e-mail, and correspondence address.
- 3.5 The **Developer** must make available to the **Buyer** details of the **Code**, including – systems and procedures; parameters (including the 24 (twenty-four) month time period in which a **Buyer** can make a complaint) exclusions; and details of the **BUILD WARRANTY Dispute Resolution Scheme (DRS)**.

4. IMPLEMENTATION OF THE CODE

- 4.1 Where a **Buyer** is dissatisfied in respect of matters covered by the **Code**, the **Buyer** should initially approach the **Developer** and seek remedy from within the **Developer's** own complaints procedure.
- 4.2 If the **Developer** fails to respond to a complaint from the **Buyer** within 30 (thirty) days, the **Buyer** may then make a written complaint under the auspices of the **Code**.

5. CUSTOMER SERVICE

- 5.1 The **Developer** should have suitable systems and procedures in place, which are commensurate with the responsibilities under the **Code**.
- 5.2 Further independent advice can be made available to the **Buyer** at:
 - 5.2.1 Homeowners Alliance
www.hoa.org.uk/services
0203 397 3292
 - 5.2.2 Citizens Advice Bureau (England and Wales)
www.adviceguide.org.uk
0800 144 8848
 - 5.2.3 Citizens Advice Bureau (Northern Ireland)
www.adviceguide.org.uk
0289 590 6505
 - 5.2.4 Citizens Advice Bureau (Scotland)
www.adviceguide.org.uk
0178 645 1225

6. VULNERABLE CUSTOMERS

- 6.1 The **Developer** should give particular care when dealing with **Vulnerable Customers** and ensure that their staff are suitably trained with respect to interactions with **Vulnerable Customers**.
- 6.2 The **Developer** should ensure that **Vulnerable Customers**:
 - 6.2.1 Understand the **Code**;
 - 6.2.2 Can make informed decisions;

6.2.3 Understand the process of purchasing a **Home**;

6.2.4 Understand their respective responsibilities; and

6.2.5 Make use of a translator, if required.

6.3 Where vulnerability is obvious to the **Developer** (or where the **Buyer** declares a vulnerability), the **Developer** must assess the potential effect this may have on the purchasing process and act accordingly. The **Developer** should seek to understand the **Buyer's** circumstances and needs, by acting in a professional and sensitive manner that will not cause offence.

6.4 The following links provide valuable sources of reference information when dealing with **Vulnerable Customers**:

6.4.1	The Care Quality Commission (CQC) 0300 061 6161	The Independent Regulator of Health and Social Care in England.
6.4.2	Social Care and Social Work Improvement Scotland 0845 600 9527	The new unified independent scrutiny and improvement body for care and children's services and works to improve services for adults and children across Scotland.
6.4.3	Healthcare Inspectorate Wales (HIW) 0292 092 8850 hiw@wales.gsi.gov.uk	Protects the interests of people whose rights are restricted under the Mental Health Act.
6.4.4	Care and Social Services Inspectorate Wales (CSSIW) 0144 384 8450 cssiw@wales.gsi.gov.uk	Encourages the improvement of social care, early years, and social services. It regulates, inspects and reviews services and provides professional advice to Welsh ministers and policy makers.
6.4.5	The Regulation and Quality Improvement Authority (RQIA) 0289 051 7500 info@rgia.org.uk	The independent health and social care regulatory body for Northern Ireland.
6.4.6	The Disability Law Service (DLS) 0207 791 9800 advice@dls.org.uk	Provides telephone or written community care law advice. This service is free to disabled people, their family, and carers by appointment.

6.4.7	Ableize www.ableize.com	The largest and most viewed UK disability resource offering collection of disability, mobility and health websites and social media pages in the UK and Europe.
6.4.8	Citizens Advice Bureau (CAB) www.adviceguide.org.uk	On-line free advice service.
6.4.9	Business Companion https://www.businesscompanion.info/focus/consumer-vulnerability	Offer a service specifically tailored to businesses.

7. STAFF TRAINING

- 7.1 The **Developer** should ensure that their staff understand the content of the **Code** and the importance of its obligations.
- 7.2 The **Code** requires the **Developer** to ensure that staff training is refreshed on an annual basis. The **Developer** may be required to evidence the completion of staff training as part of their membership of the **Code**. In the interests of continuity, this training provision should also be extended to temporary workers and or agency workers employed by the **Developer**.
- 7.3 **BUILD WARRANTY** provides a Members Welcome Folder as well as a platform of training information and a **Buyers** Information Pack to be used by **Developers** to present to the **Home Buyer** to help enhance the level of customer service. All information is available in printed and digital format.
- 7.4 As part of the **Code** criteria **BUILD WARRANTY** monitor the effectiveness of the implementation of the **Code** practices to its members. **BUILD WARRANTY** encourages members to log into the member portal (<https://buildwarranty.co.uk/bw-consumer-code/>) and follow the simple checklist to ensure they are taking every step to comply with the **Code**. We also provide a **Home Buyers** review, to encourage members to promote as an additional measure to gauge the customer satisfaction for both the **Developer** and the success of the consumer **Code**.

8. SALES AND ADVERTISING

- 8.1 All sales and marketing literature should be in plain, simple English. Guidance for these standards may be found at www.clearest.co.uk.
- 8.2 The content of any such literature should be:
 - 8.2.1 Clear;
 - 8.2.2 Truthful;
 - 8.2.3 Transparent;
 - 8.2.4 Comply with any relevant code of advertising, such as:
 - 8.2.4.1 The Television Advertising Standards Code;
 - 8.2.4.2 The Radio Advertising Standards Code;
 - 8.2.4.3 The UK code of no-broadcast advertising, sales promotion and direct marketing;
 - 8.2.4.4 Any other relevant code.
 - 8.2.5 Comply with the **FCA** requirements of treating customers fairly; and
 - 8.2.6 Be compliant with any other relevant **Consumer Protection Legislation**.
- 8.3 The **Developer** is responsible for ensuring their sales and or marketing literature complies with **The Consumer Protection from Unfair Trading Regulations 2008** (this legislation prohibits a lack of transparency) and **The Business Protection from Misleading Marketing Regulations 2008**, before making it available to prospective **Buyers**.
- 8.4 The **Developer** must make it clear in all of their advertising literature that they are members of the **BUILD WARRANTY Consumer Code for Developers (BWCCD)** and that they comply with all of its obligations.
- 8.5 The **Developer** should not mislead a **Buyer** in anyway (for example, about the availability; value; size; **Specification**; price; **Completion** date; energy performance rating; available energy grants or tariffs; mobility adaptations; access; **Warranty** provision; future development; and facilities).
- 8.6 The **Developer** shall likewise not use high-pressure selling techniques to influence the **Buyer's** decision, such as:
 - 8.6.1 Suggesting that there is a time imperative, or implying that there are other interested parties;

- 8.6.2 Intimating that there may be an imminent price increase;
 - 8.6.3 Offering a financial incentive to secure an immediate decision; and/or
 - 8.6.4 Encouraging a reservation by refusing the opportunity to personalise the **Home** when this could still be facilitated given the stage of the construction.
- 8.7 The **Developer** must ensure that all staff are aware of their associated responsibilities and requirements under the **Code**.

9. PART EXCHANGE SCHEMES

- 9.1 When the **Developer** offers a **Part Exchange Scheme** to the **Buyer**, the terms must be transparent, unambiguous, and not used to pressurise the sale. The terms of the **Part Exchange Scheme** must be in plain written English and must include, as a minimum the following details:
- 9.1.1 The full terms and conditions that apply (including any **Leasehold** requirements);
 - 9.1.2 How a fair full market value would be derived through an independent valuation process using more than one valuation source. Each valuation source should either be a member of **The Royal Institute of Chartered Surveyors** or the Ombudsman Scheme;
 - 9.1.3 Any deductions that would be made from the valuation; and
 - 9.1.4 How a prospective **Buyer** would qualify for the scheme.
- 9.2 When a **Part Exchange Scheme** is offered, the **Developer** must clearly state:
- 9.2.1 The full terms and conditions that apply (including any **Leasehold** requirements);
 - 9.2.2 All of the fair market valuations that have been obtained;
 - 9.2.3 From whom the market valuations were obtained;
 - 9.2.4 Which valuation is acceptable to the **Developer**;
 - 9.2.5 Any deductions from the valuation;
 - 9.2.6 The date by which the **Buyer** must accept the offer;
 - 9.2.7 The consequences to the **Buyer** of not accepting the offer by the stated date; and

9.2.8 The anticipated date by which the **Part Exchange Scheme** and purchase of the new **Home** would be completed.

9.3 The **Developer** will provide all potential **Buyers** (and particularly **Vulnerable Customers**) with adequate time to consider and deliberate upon any information supplied about the new **Home** and any **Part Exchange Scheme** offer.

10. HEALTH AND SAFETY FOR VISITORS TO DEVELOPMENTS UNDER CONSTRUCTION

10.1 Potential **Buyers** must be provided with the relevant Health and Safety advice when they visit a development under construction. Where applicable, appropriate Health and Safety apparel (e.g. hard hat, safety boots and high-visibility jackets) should be provided.

10.2 It is the sole responsibility of the **Developer** to make it clear to any visitors visiting the development site that they are personally responsible for adhering to any Health and Safety procedures and signage process, whilst on the site.

10.3 Potential **Buyers** should sign a document confirming that they have received, read, or listened to Health and Safety advice for the development site. This advice being pursuant to the relevant **Construction (Design and Management) Regulations 2015**.

10.4 The **Developer** must ensure that a **Buyer** is provided with:

10.4.1 Clear signage;

10.4.2 Clear mobility access; and

10.4.3 Where appropriate, a responsible adult for guidance and supervision.

10.5 The **Developer** should make additional effort to sensitively assist **Vulnerable Buyers**, as appropriate.

11. HEALTH AND SAFETY FOR BUYERS LIVING ON DEVELOPMENTS UNDER CONSTRUCTION

11.1 The **Developer** must ensure that all **Buyers** are given relevant Health and Safety advice regarding living on a construction site where building work is ongoing, as well as made aware of the measures the **Developer** has taken to protect them.

11.2 The **Developer** must give the **Buyer** a Health and Safety file, in compliance with the relevant **Construction (Design and Management) Regulations 2015**. This

information should form part of the aftersales service pack supplied by the **Developer** to the **Buyer**.

12. PRE-PURCHASE/CONTRACT INFORMATION

- 12.1 The **Buyer** must be given sufficient pre-purchase information to enable them to make a suitably informed purchasing decision.
- 12.2 In all cases this information must include:
 - 12.2.1 A written **Reservation Agreement**;
 - 12.2.2 A summary of the relevant **BUILD WARRANTY Policy**, including full contact details for **BUILD WARRANTY** (www.buildwarranty.co.uk – Tel: 0203 966 5409);
 - 12.2.3 Instructions on where and how to locate a copy of the **BUILD WARRANTY Policy**;
 - 12.2.4 A description of any **Management Services** and/or organisations to which the **Buyer** will be committed to and an estimate of these costs;
 - 12.2.5 Where the **Home** may be subject to **Leasehold** arrangements and the detail of these **Leasehold** arrangements;
 - 12.2.6 A list of the **Home** contents (e.g. white goods, carpets, floor coverings, wardrobes, curtains, etc.); and
 - 12.2.7 A **Specification** for the **Home** identifying the standard of cosmetic finish that the **Buyer** can expect.
- 12.3 Where the **Home** is not yet finished, accurate information must be supplied which identifies:
 - 12.3.1 An accurate plan or brochure of the layout;
 - 12.3.2 Plot position;
 - 12.3.3 Appearance;
 - 12.3.4 Price;
 - 12.3.5 The utilities supplied and their location;
 - 12.3.6 Energy performance ratings;
 - 12.3.7 Any applicable renewable energy grants;
 - 12.3.8 Proposed mobility adaptations to the **Home**;

- 12.3.9 The future build phases of the development and the facilities associated with the **Home**;
- 12.3.10 Confirmation that the **Home** is being constructed in compliance with relevant **Building Regulations**; and
- 12.3.11 The **Developer's** estimate as to when the **Home** will be ready for **Completion**.

13. CONTACT INFORMATION

- 13.1 The **Developer** must provide accurate and current contact information (including a telephone number and e-mail address) to the **Buyer** before, during and after the **Completion** process.
- 13.2 The **Developer** should respond to any queries from the **Buyer** within 7 (seven) days and complaints within 30 (thirty) days.
- 13.3 The **Developer** must ensure well-trained and knowledgeable staff are made available to provide this service.

14. INSURANCE COVER

- 14.1 The **Developer** must supply the **Buyer** with accurate and reliable information about the **BUILD WARRANTY Policy** provided on the **Home**. This will identify the insurance documents that the **Buyer** will be provided with on the date of **Completion** when the ownership of the **Home** transfers to the **Buyer**. This information should include contact details for **BUILD WARRANTY** (www.buildwarranty.co.uk – Tel: 0203 966 5409).

15. PROFESSIONAL ADVISORS

- 15.1 The **Developer**, if requested by the **Buyer** to advise about conveyancing services, should advise the **Buyer** to seek independent professional legal advice (through a solicitor or conveyancer) to advise them on the legal aspects of the purchase before **Exchange of Contracts**. Should the **Buyer** ask the **Developer** to recommend suitable legal advice, the **Developer** should recommend the **Buyer** consult with:
 - 15.1.1 The Law Society – <https://www.lawsociety.org.uk>; or

- 15.1.2 The Homeowners Alliance – <https://hoa.org.uk/advice/guides-for-homeowners/i-am-buying/finding-the-right-solicitor-or-conveyancer>.
- 15.2 The **Developer** must provide the **Buyer** with the names and contact details of those people who will deal with any questions, queries, or complaints the **Buyer** may have during the sales process.

16. RESERVATION AGREEMENT

- 16.1 As part of the conveyancing process, the **Buyer** must be sent a written **Reservation Agreement**. This must be in plain English (see Clause 8.1).
- 16.2 The **Reservation Agreement** must:
- 16.2.1 Confirm the amount of the **Reservation Fee**;
 - 16.2.2 Explain any circumstances whereby a **Reservation Fee** may or may not be refundable;
 - 16.2.3 Include itemised **Administration Fees** (if any). **Administration Fees** should be reasonable and should include an explanation as to where and why they apply and the likely cost of any deduction.
 - 16.2.4 Clearly state that the **Reservation Agreement** is not a **Contract of Sale**;
 - 16.2.5 Describe the type of **Home** being purchased (identifying the specific plot number, development name, property type and parking arrangements);
 - 16.2.6 Clearly state the **Purchase Price**;
 - 16.2.7 Explain how and by when the **Reservation Agreement** can be cancelled;
 - 16.2.8 Explain how and when the **Reservation Agreement** will terminate;
 - 16.2.9 Specify the date by which the **Exchange of Contracts** will happen;
 - 16.2.10 Contain copies of all the pre-purchase information (such as any documentation provided in support of the sales process);
 - 16.2.11 Detail the **Part Exchange Scheme** terms, if applicable;
 - 16.2.12 Include details of any verbal statement and how the **Buyer** can have this included in the **Contract**;
 - 16.2.13 Details and cost of any **Management Services**;
 - 16.2.14 Explain what happens if the **Developer** becomes insolvent; and

- 16.2.15 Specify the process through which alterations to the **Home** can be requested.
- 16.3 The **Developer** must supply the **Buyer** with a copy of the **Reservation Agreement**, duly signed by both parties.
- 16.4 The **Developer** must not enter into a new **Reservation Agreement** or sale agreement with any other potential **Buyer** whilst a **Reservation Agreement** is already in force between the **Developer** and the **Buyer** for the same **Home**.
- 16.5 Prior to signature of the **Reservation Agreement**, the **Developer** must inform the **Buyer** of any potential deductions from the **Reservation Fee** in the event of a cancellation. The **Buyer** can cancel the **Reservation Agreement** within the agreed period. Should the **Buyer** cancel the **Reservation Agreement** within 7 (seven) days of signing the **Reservation Agreement** then the **Reservation Fee** must be refunded in full. Should the **Buyer** cancel the **Reservation Agreement** within the agreed period then the **Reservation Fee** must be refunded to the **Buyer**, within 14 (fourteen) days of the notice of cancellation.
- 16.6 A **Reservation Agreement** between the **Buyer** and the **Developer** can be extended by mutual agreement.
- 16.7 In the event that an extension to the **Reservation Agreement** has not been agreed and/or a **Contract of Sale** has not been exchanged within the agreed **Reservation Period**, then the **Reservation Agreement** will automatically lapse. In this event, the **Reservation Fee**, less any pre advised deductions, must be refunded to the **Buyer** within 14 (fourteen) days.
- 16.8 The **Developer** must hold the **Reservation Fee** (unless paid by credit card) in a deposit account, in trust. The **Developer** cannot access this deposit until **Completion**.

17. THE CONTRACT OF SALE

- 17.1 The **Developer** is responsible for ensuring the validity of the information at the time it is given and must also provide the **Buyer** the following information:
- 17.1.1 The projected date and construction on the **Home** will finish and be ready for occupation; and

- 17.1.2 Regular updates to enable the **Buyer** to make timely and informed decisions and arrangements.
- 17.2 The **Developer's** solicitor will send all **Contract of Sale** documentation and approvals to the **Buyer's** solicitor (**Independent Advisor**) as soon as reasonably possible after the co-signing of the **Reservation Agreement**. The **Buyer** should also be provided with the name and contact details of **BUILD WARRANTY** (www.buildwarranty.co.uk – Tel: 0203 966 5409), along with details of the **BUILD WARRANTY Policy**.
- 17.3 The **Contract of Sale** terms and conditions must:
 - 17.3.1 Be written in plain English;
 - 17.3.2 Clearly set out the process and timing at which ownership of the **Home** will transfer from the **Developer** to the **Buyer** on **Completion**.
 - 17.3.3 Clearly set out any **Contract Deposit** amount and the fact that it is non-refundable;
 - 17.3.4 Clearly state the circumstances in which the **Buyer** can terminate the **Contract**, (for example, where there are material differences to the description of the **Home**);
 - 17.3.5 Comply with **The Consumer Rights Act of 2015**; and
 - 17.3.6 Clearly explain what will happen should the **Home** not be ready for ownership by the **Buyer** on the date advised by the **Developer**.
- 17.4 Should the **Buyer** seek to rely on any spoken statement made immediately before **Contract Exchange**, the **Developer** should ensure that the **Buyer** (through their **Independent Advisor**) records in writing the statements to be relied upon.

18. CONTRACT TERMINATION RIGHTS

- 18.1 The **Buyer** must be told about their rights to terminate the **Reservation Agreement** and/or the **Contract of Sale**, under conditions such as the following:
 - 18.1.1 An alteration to the **Home**, which directly or materially affects the value of the **Home**;
 - 18.1.2 Misrepresentation of features and amenities; and

- 18.1.3 Delay in finishing the construction of the **Home** and serving the notice to complete.
- 18.2 The **Buyer** must be informed if the **BUILD WARRANTY Policy** has been issued for the **Home** and if not, the reasons as to why it was not issued.

19. DOCUMENTATION ON COMPLETION

- 19.1 The **Developer** will provide an information pack to the **Buyer**. This should include, as a minimum:
 - 19.1.1 **BUILD WARRANTY Policy** documents. An explanation should be provided if the documents are not available;
 - 19.1.2 **BUILD WARRANTY** Buyers Guide;
 - 19.1.3 The **Developers** complaints procedure;
 - 19.1.4 A checklist of matters covered by the **Code**;
 - 19.1.5 A checklist of matters covered by the **BUILD WARRANTY Policy**;
 - 19.1.6 A clear explanation of how to submit a complaint under the **Code**; and
 - 19.1.7 A clear explanation of how to submit a complaint to the **Financial Conduct Authority (FCA)**.

20. AFTER CONTRACT EXCHANGE

- 20.1 Should a change occur to the design, construction, or materials to be used in the **Home**, which will materially alter its value, the **Developer** must formally consult the **Buyer** and obtain their written consent to such changes.
- 20.2 Where the alterations materially affect the value of the **Home** and the **Buyer** does not agree with those alterations, they may cancel the **Contract** without loss of deposit or the withholding of any fees.
- 20.3 The **Developer** must inform the **Buyer** that the **Reservation Fee** is held in a deposit account in trust and cannot be accessed by the **Developer** until **Completion**, when the conditions of the sale have been satisfied.
- 20.4 Minor changes, which do not significantly or substantially alter the size, appearance, or value of the **Home**, should still be communicated to the **Buyer**. In these circumstances, the **Buyer's** written agreement is not required. However, the

Buyer should be told to consult with their solicitor (**Independent Advisor**) as the changes may affect the **Home**.

20.5 Should the **Buyer** have requested changes to the **Home** (and have agreed to pay for the changes that are not included in the **Reservation Agreement** or the **Contract of Sale**) these changes must be agreed in writing between both parties. This written agreement should include:

20.5.1 **Specification** of cancellation and refund rights;

20.5.2 The estimated impact on the date of **Completion**; and

20.5.3 Revised date (if necessary) that the **Home** will be available for occupancy.

21. COMPLETION AND HANDOVER

21.1 The **Developer** must provide the **Buyer** with a schedule detailing the timing of key stages, including **Completion** and the date the **Home** will be ready for occupancy. These details should be part of the **Buyer** Information Pack. It is the responsibility of the **Developer** to regularly update the content of the **Buyer** Information Pack and to ensure all details are accurate at the time of inclusion.

21.2 The point at which the **Developer** tells the **Buyer** that the **Home** is ready for handover, will be informed by the build stage that the **Home** is at, at the time of notification. The **Developer** may communicate such staged guidance to the **Buyer**, at established points in the build development, for example:

21.2.1 The expected quarter of the year in which **Completion** is anticipated, typically when the foundations are to be poured;

21.2.2 The month of **Completion**, typically when the roof and weatherproofing is completed; and

21.2.3 The week of **Completion**, typically when the decoration is complete, and the main services are connected.

21.3 The handover of the **Home** to the **Buyer** should be a thorough and detailed process, where any outstanding work within the **Home** or to any other areas of the development, which may affect the **Home**, are identified, and communicated to the **Buyer**.

21.4 At this point, the **Developer** must provide the **Buyer** of the **Home** with:

- 21.4.1 Guidance on what **Snagging** is and how to address any **Snagging** issues which are discovered;
- 21.4.2 A clear explanation that **Snagging** is not covered by the **BUILD WARRANTY Policy**;
- 21.4.3 A clear explanation, which should there be a **Dispute** in reference to **Snagging**, this may be covered by the **BUILD WARRANTY Dispute Resolution Scheme (DRS)**;
- 21.4.4 An explanation as to how all the appliances operate;
- 21.4.5 Full details of any additional guarantee or **Warranty** that accompany the **Home** such as:
 - Tanking guarantees;
 - Timber treatment guarantees; and
 - Ground remediation guarantees.
- 21.4.6 A full explanation of how long these guarantees/warranties last, the level of cover and any responsibilities that the new **Buyer** takes over on **Completion**;
- 21.4.7 Full details of any after sales services, including contact details, length of cover and emergency procedures; and
- 21.4.8 Details of the **BUILD WARRANTY Dispute Resolution Scheme (DRS)**.

22. AFTER-SALES SERVICE

- 22.1 The **Developer** will provide the **Buyer** with a comprehensive after sales pack, which includes the following information:
 - 22.1.1 The contact details for the **Developer** in relation to the after sales service;
 - 22.1.2 The process for handling any emergencies;
 - 22.1.3 Details of the guarantees and warranties that may apply to the **Home**; and
 - 22.1.4 Details of the duration and extent of the after sales service.
- 22.2 The **Developer** must not use premium rate telephone numbers for the after sales service, but instead provide a national or local rate number if a free phone number is unavailable.

- 22.3 All guarantees, warranties, instruction manuals, etc. for components (e.g. white goods, boilers, etc.) which are not part of the **Material Fabric** of the **Home**, should be given to the **Buyer** on **Completion**.
- 22.4 Should it be necessary for the **Developer** to visit the **Home** to carry out works after **Buyer** occupancy, the **Developer** should:
- 22.4.1 Agree a mutually convenient time for such work;
 - 22.4.2 Ensure a responsible adult can be present to represent the **Buyer**;
 - 22.4.3 Not enter the **Home** if a responsible adult is not available (at the pre-arranged time) to represent the **Buyer**, but instead arrange an alternative time; and
 - 22.4.4 Provide identification prior to entering the **Home**.
- 22.5 Once entry to the **Home** has been gained, the **Developer** should:
- 22.5.1 Ensure work clothes are clean and presentable so as not to cause damage to the **Home**;
 - 22.5.2 Be compliant to any reasonable requests of the **Buyer** or their representative;
 - 22.5.3 Ensure that appropriate care is taken whilst in the **Home**, (such as covering floor surfaces etc);
 - 22.5.4 Ensure that the **Home** is left clean and tidy and that all debris etc. is removed;
 - 22.5.5 Not smoke in the **Home** (save with the **Buyers** express consent); and
 - 22.5.6 Always act in a professional and considerate manner.

23. COMPLAINTS AND DISPUTES

- 23.1 The **Developer** must have a system and procedure in place for receiving, handling and resolving complaints, service calls and **Disputes**.
- 23.2 The **Developer** must inform the **Buyer** how to access these systems, processes, and procedures.
- 23.3 The complaints procedure should clarify that the **Developer**:
- 23.3.1 Must acknowledge the **Buyer's** complaint within 14 (fourteen) days of receipt;

- 23.3.2 Responded to the **Buyer** within 30 (thirty) days of the complaint being made, with an estimate of the extent of the remedial work and timescales for **Completion**; and
- 23.3.3 Will inform the **Buyer** at the earliest possible opportunity if the time frame needs to be extended by the **Developer** and the reason for the delay.
- 23.4 The **Developer** should provide the **Buyer** with a copy of the **BUILD WARRANTY Dispute Resolution Scheme (DRS)** operated as part of this **Code**. It should be made clear within this document that the **BUILD WARRANTY Dispute Resolution Scheme (DRS)** can only deal with matters as defined in Clause 2 – Scope of the **Code**.

24. DEFINITION OF A DISPUTE

- 24.1 A **Dispute** can occur if the **Developer** has failed to comply with the requirements of the **Code** and as a result, the **Buyer** believes they have suffered:
 - 24.1.1 A financial loss;
 - 24.1.2 Emotional distress; and/or
 - 24.1.3 Inconvenience.
- 24.2 The **Buyer** may then refer the **Dispute** to either **BUILD WARRANTY Dispute Resolution Scheme (DRS)** which is adjudicated by **The Property Ombudsman Limited**.
- 24.3 The **BUILD WARRANTY Dispute Resolution Scheme (DRS)** is the process by which the **Dispute** will be resolved.
- 24.4 A **Dispute** covered by the **Code** does not include any **Dispute** covered by the **BUILD WARRANTY Policy** or between **BUILD WARRANTY** and the **Buyer**, or any matter that does not fall within the scope of the **Code**.
- 24.5 In terms of the **Dispute** process, the **Buyer** must first complain in writing to the **Developer** and give the **Developer** an opportunity to remedy the complaint as per the **Developer's** complaints procedure. If the **Buyer** is not satisfied with the outcome of the **Developer's** response or does not receive a response from the **Developer** within 56 (fifty-six) calendar days, the **Buyer** may refer the complaint to the **BUILD WARRANTY Dispute Resolution Scheme (DRS)**.

25. CO-OPERATION WITH PROFESSIONAL ADVISORS

- 25.1 The **Developer** must fully co-operate with appropriately qualified **Agent** appointed by the **Buyer** to resolve the **Dispute**.
- 25.2 The **Developer** must provide the same level of co-operation to any intermediary **Agent** appointed by the **Buyer**, as they would offer to the **Buyer**.

26. BUILD WARRANTY DISPUTE RESOLUTION SCHEME (DRS)

- 26.1 The **BUILD WARRANTY Dispute Resolution Scheme (DRS)** is independent of the **Developer** and of **BUILD WARRANTY**. Any matter referred to this scheme is solely regarding a **Dispute** under the **Code**. Decisions are not insured under the **BUILD WARRANTY Policy**.
- 26.2 The **Buyer** may refer a **Dispute** to **BUILD WARRANTY Dispute Resolution Scheme (DRS)** within 30 (thirty) days of receiving a final response from the **Developer**.
- 26.3 Any conciliation or **Adjudication** will be an independent process conducted by the offices of **The Property Ombudsman** under the **BUILD WARRANTY Dispute Resolution Scheme (DRS)** (<https://www.tpos.co.uk>) at no cost to the **Buyer**.
- 26.4 The **Adjudicator** will decide if the **Buyer** has a legitimate **Dispute** and if so, will decide if they have suffered financial loss, and/or emotional distress and/or inconvenience because of the **Developer's** breach of the **Code**. The **Adjudicator** will quantify the financial loss.
- 26.5 The **Developer** must:
 - 26.5.1 Comply with the **Adjudicator's** decision(s), accepted by the **Buyer** and is/are within the remit of the **Code**;
 - 26.5.2 Pay the **Buyer** the amount which the **Adjudicator** has awarded; and
 - 26.5.3 Pay such an award within the time frame stated by the **Adjudicator**.
- 26.6 The **Adjudicator** may impose an award or decision, including the following:
 - 26.6.1 A financial award of up to 25% of the **Purchase Price** of the **Home** subject to a maximum of £50,000.00 (inclusive of VAT) from the **Developer**;
 - 26.6.2 **Completion** of the work required to the **Home** which is agreed by the **Adjudicator** and falls within the financial limits of the **Dispute**;

- 26.6.3 A combination of financial compensation and **Completion** of the work to the **Home** within the financial limits of a **Dispute**;
- 26.6.4 Discretionary compensation for inconvenience, of up to £1,000.00;
- 26.6.5 May rule that the complaint is not substantiated and reject the **Dispute**;
- 26.6.6 Refer the **Developer** to the Disciplinary and Sanctions panel.

27. BUILD WARRANTY DISPUTE RESOLUTION SCHEME ADJUDICATION PROCESS

27.1 The **Buyer** must:

- 27.1.1 Complete an application form;
- 27.1.2 Send the completed form to the **BUILD WARRANTY Dispute Resolution Scheme (DRS)**;
- 27.1.3 Include all supporting evidence, including copies of receipts and/or invoices.

27.2 The **Adjudicator** will:

- 27.2.1 Ask the **Developer** to respond to the **Buyers** statement;
- 27.2.2 Facilitate the **Developer** in resolving the **Dispute** as and **Early Settlement**.

27.3 The cost to the **Developer** for **Early Settlement** is £250.00. In the event that **Early Settlement** does not happen, the **Developer** must:

- 27.3.1 Submit a response to the **Buyers** statement; and
- 27.3.2 Include a payment of £500.00 (plus VAT).

27.4 The **Buyer** will then be given a copy of the **Developer's** statement and asked to respond. At this stage in the process the **Buyer** cannot make any further complaint about the **Dispute**.

27.5 The **Adjudicator** will:

- 27.5.1 Review all written statements submitted by both parties;
- 27.5.2 Decide if the **Buyer** has a bona fide claim;
- 27.5.3 Quantify any financial loss and/or emotional distress and/or inconvenience because of the **Developer's** breach of the **Code**; and
- 27.5.4 Make a decision or award and communicate this to both parties.

- 27.6 The **Adjudicator's** decision is final and cannot be appealed. It can only be accepted or rejected by the **Buyer**. If the **Buyer** is not happy with the decision their next step would be to pursue legal action.
- 27.7 Both parties will act in good faith and have mind of the proportionality of any costs.

28. AWARDS ACCEPTANCE, REFUSAL AND LIABILITY

- 28.1 The **Developer** who has signed the **BUILD WARRANTY Membership Rules** and who has taken out a **BUILD WARRANTY Policy** is required to honour any award made against them under the **BUILD WARRANTY Dispute Resolution Scheme (DRS)**. If the **Buyer** accepts such a reward, the courts may recognise this as evidence that the claim was valid. Likewise, should the **Buyer** refuse to accept any subsequent award, a court may take cognisance of the **Adjudication** process.
- 28.2 The **Developer** remains liable to pay the **Adjudicator's** award, even if **BUILD WARRANTY** decline to quote for any further business.
- 28.3 Under the **BUILD WARRANTY Membership Rules**, the **Developer** agrees to comply with the terms and conditions of the **Code** and to honour any decision given as a result of the **BUILD WARRANTY Dispute Resolution Scheme (DRS)**. In the event that the **Developer** refuses to accept such an award **BUILD WARRANTY** (at its sole discretion) may choose to take legal action against the **Developer** to enforce the **BUILD WARRANTY Membership Rules**.

29. DISCIPLINARY AND SANTIONS PANEL

- 29.1 Breaches of the **Code** are treated seriously by **BUILD WARRANTY**. **BUILD WARRANTY** at its sole discretion, may refer the **Developer** to the panel should they have been convicted of an offence (or signed for a formal caution) under regulation 12 and schedule 1, paragraph 4 of **The Consumer Protection from Unfair Trading Regulations 2008**.
- 29.2 Where required, **BUILD WARRANTY** may convene a Disciplinary and Sanctions Panel. The panel will include any 3 (three) people from the bodies listed below:
- 29.2.1 2 Insurance professionals;
 - 29.2.2 A trading standards professional;

- 29.2.3 A construction industry professional; and
- 29.2.4 A surveyor or engineer (RICS, CIOB's professional).
- 29.3 The panel will also appoint a Chairperson.
- 29.4 In the event the **Developer** fails to comply with the decision of the panel, the following are examples of the possible sanctions that the panel may recommend:
 - 29.4.1 A training or improvement regime to be adopted by the **Developer**. This will be designed to reinforce the meaning of the **Code** and to put in place systems; or
 - 29.4.2 A requirement that the member takes additional measures (either temporarily or permanently). This could entail a change in working practices;
 - 29.4.3 Fines for breaches of the **Code**;
 - 29.4.4 That **BUILD WARRANTY** refuses to quote for any new business;
 - 29.4.5 Dissemination of the **Developer's** refusal to honour its obligations to the **Code** to other **Warranty** provider's;
 - 29.4.6 Suspension of **BUILD WARRANTY Membership**;
 - 29.4.7 Termination of **BUILD WARRANTY Membership**; or
 - 29.4.8 **BUILD WARRANTY** takes legal action against the **Developer** for the breach of the **Code**.



**BUILD
WARRANTY®**

SECURING THE FUTURE