

# New Home Warranty Code



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## GLOSSARY OF TERMS

Adjudication	The process by which an <b>Adjudicator</b> reviews evidence and statements set forth by opposing parties in a <b>Dispute Resolutions Scheme (DRS)</b> process.
Adjudicator	The <b>Adjudicator</b> refers to the <b>Property Ombudsman</b> , acting under the <b>Dispute Resolution Scheme (DRS)</b> , to resolve disputes between buyers and developers.
Administration Fees	Fees incurred by the <b>Developer</b> pursuant to the <b>Developer's</b> management of the property during the <b>Reservation Period</b> .
Agent	A person, sole trader, partnership, company, or other organisation (such as an Estate Agent) who is authorised to act on behalf of the <b>Developer</b> to create a legal relationship with the <b>Buyer</b> .
Approved Inspector	A person, sole trader, partnership, company, or other organisation registered with the <b>New Home Warranty Code</b> and authorised by the Construction Industry Council to carry out building control inspections
Building Regulations	Statutory instruments that seek to ensure that the policies set out in the relevant legislation are carried out. <b>Building Regulations</b> 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 <b>Home</b> (except those excluded in Clause 2.5) from the <b>Developer</b> .
Code	The <b>New Home Warranty Code</b> (this document).
Completion	The point at which the <b>Buyer(s)</b> takes ownership of the <b>Property</b> from the <b>Developer</b> . 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 <b>Contract of Sale</b> is exchanged between the <b>Developer</b> and the <b>Buyer</b> . 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 <b>Homes</b> under <b>Contract</b> and is a registered member of the <b>Code</b> and bound to adhere to the <b>New Home Warranty Code</b> .
Directory of Developers	The list of registered <b>Developers</b> .
Dispute	A written complaint made by the <b>Buyer</b> of the <b>Home</b> to the <b>Developer</b> , as a result of the <b>Developer</b> failing to comply with the requirements of the <b>Code</b> . The <b>Buyer</b> must make the complaint, within 2 (two) years, (24 (twenty-four) months) of the date of practical <b>Completion</b> . Complaints covered by the <b>Code</b> are subject to a maximum award of £50,000 or 25% of the original <b>Contract</b> price (inclusive of VAT).
Dispute Resolution Scheme (DRS)	A structured process where disputes between the <b>Buyer</b> and <b>Developer</b> are resolved. If unresolved by the <b>Developer</b> , the complaint is referred to the <b>Dispute Resolution Scheme</b> , with adjudication conducted by the <b>Property Ombudsman</b> .
FCA	The <b>Financial Conduct Authority</b> who regulates the Financial Services Industry within the UK.
Home	A property registered by a <b>Developer</b> (who is a member of the <b>New Home Warranty Code</b> ) and covered by a <b>Warranty Provider</b> policy.
Leasehold	The length of time as defined in the lease, for which the <b>Buyer</b> has ownership of the <b>Home</b> .
Management Services	The maintenance, supply, service obligations and charges the <b>Buyer</b> may be liable to pay on <b>Completion</b> of the <b>Home</b> purchase. In Scotland, this is known as “Factoring”.
Material Fabric	Any fixture, structure or surface that is connected or associated with the <b>Home</b> , which is not freestanding.
Membership Rules	The mandatory membership rules all <b>Developers</b> must agree to abide by when joining the <b>New Home Warranty Code</b> .
Part Exchange Scheme	A process by which the <b>Developer</b> agrees to use the <b>Buyers</b> existing property as part payment for a new <b>Home</b> .

Policyholder	The purchaser or owner of the <b>Home</b> , which is subject to the <b>Warranty Provider</b> 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 <b>Buyer</b> and the <b>Developer</b> for the <b>Home</b> .
Reservation Agreement	A written legal agreement between the <b>Buyer</b> and the <b>Developer</b> , giving the <b>Buyer</b> an exclusive period of time to enter into a <b>Contract</b> to buy a <b>Home</b> at a confirmed <b>Purchase Price</b> (irrespective of whether or not a fee is paid). Reservation, Reserve and Reserved shall be construed accordingly.
Reservation Fee	A fee payable by the <b>Buyer</b> to the <b>Developer</b> that reserves the <b>Property</b> following the signing of the <b>Reservation Agreement</b> . The <b>Reservation Fee</b> will be deducted from the final <b>Purchase Price</b> of the <b>Home</b> or subject to refund on cancellation (minus any <b>Administration Fees</b> ). The <b>Home</b> will be withdrawn from the market by the <b>Developer</b> , on receipt of payment.
Reservation Period	An agreed period of time stipulated within the <b>Reservation Agreement</b> between the <b>Buyer</b> and the <b>Developer</b> , during which the <b>Developer</b> agrees not to market the <b>Home</b> for sale.
Snagging	The process of inspection necessary to compile a list of minor defects or omissions in building works for the <b>Developer</b> to rectify. Although the <b>Warranty Provider</b> policy does not cover <b>Snagging</b> , this complaint would be addressed under the terms of the <b>Code</b> .
Specification	A description of the main materials used to construct the <b>Home</b> (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 <b>Home</b> (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 <b>Home</b> .

Structural Warranty Policy	The Certificate of Insurance issued on behalf of the insurer, which signifies acceptance of the <b>Home</b> for insurance, following the notification of satisfactory practical <b>Completion</b> by the appointed <b>Approved Inspector</b> .
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 <b>Dispute</b> between the <b>Buyer</b> and the <b>Developer</b> , on behalf of the <b>Warranty Provider</b> .
The Royal Institute of Chartered Surveyors	A global professional organisation that establishes and enforces standards for valuing, operating, and developing.
Vulnerable Customer	A <b>Buyer</b> , 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 Provider	The <b>Warranty Provider</b> Insurance Policy for <b>Structural Defect Insurance</b> .
Water Ingress	The <b>Ingress</b> (or entering) of water into the <b>Home</b> through its external walls, roofing, external doors, windows, and cladding.

## 1. INTRODUCTION

### 1.2 The New Home Warranty Code

- 1.2.1 The **New Home Warranty Code (Code)** came into effect on the 1<sup>st</sup> of October 2010. The **Code** sets out the mandatory requirements each member of the **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 **Warranty Provider** insurance 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 **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 **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 The **Warranty Provider** 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 **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

the **Directory of Developers**, their potential ineligibility for a future **Warranty** policy and/or a mortgage for the **Home**).

1.2.6 For **Disputes** outside of the remit of the **Warranty** policy, the **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 The **Warranty Provider** will conduct continual audits, customer surveys and other statistical evaluations (including mystery shopping surveys, member self-assessments 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 **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 Warranty Provider Policy**

1.3.1 The **Warranty Provider** 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 **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 **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 the **Warranty Provider** in writing, within 12 (twelve) months of the date of practical **Completion**.

1.3.1.4 Limits and Excesses:

- A standard excess as specified in the insurers policy, will apply to each individual claim;
- The sum insured will include the reinstatement value of the property as stated on the **Warranty Provider** 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 **Warranty Provider** policy has been issued on or after the 1<sup>st</sup> 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 **Warranty Provider** 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 **Warranty Provider** 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 **Warranty Provider** policy), this complaint would be addressed under the terms of this **Code**. However, a **Warranty Provider** policy does not cover **Snagging**.
- 2.5 The **Code** does not apply/cover:
  - 2.5.1 Claims covered by a **Warranty Provider** policy;
  - 2.5.2 Claims related to the land conveyed or its registered title;
  - 2.5.3 Claims that exceed the **Dispute Resolution Scheme (DRS)** limits;
  - 2.5.4 Part exchange properties;
  - 2.5.5 Where the **Warranty Provider** 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 **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](http://www.hoa.org.uk/services)  
0203 397 3292
- 5.2.2 Citizens Advice Bureau (England and Wales)  
[www.adviceguide.org.uk](http://www.adviceguide.org.uk)  
0800 144 8848
- 5.2.3 Citizens Advice Bureau (Northern Ireland)  
[www.adviceguide.org.uk](http://www.adviceguide.org.uk)  
0289 590 6505
- 5.2.4 Citizens Advice Bureau (Scotland)  
[www.adviceguide.org.uk](http://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 <a href="mailto:hiw@wales.gsi.gov.uk">hiw@wales.gsi.gov.uk</a>	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 <a href="mailto:cssiw@wales.gsi.gov.uk">cssiw@wales.gsi.gov.uk</a>	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 <a href="mailto:info@rgia.org.uk">info@rgia.org.uk</a>	The independent health and social care regulatory body for Northern Ireland.
6.4.6	The Disability Law Service (DLS) 0207 791 9800 <a href="mailto:advice@dls.org.uk">advice@dls.org.uk</a>	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 <a href="http://www.ableize.com">www.ableize.com</a>	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) <a href="http://www.adviceguide.org.uk">www.adviceguide.org.uk</a>	On-line free advice service.

6.4.9	Business Companion <a href="https://www.businesscompanion.info/focus/consumer-vulnerability">https://www.businesscompanion.info/focus/consumer-vulnerability</a>	Offer a service specifically tailored to businesses.
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## 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 The **Warranty Provider** 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 the **Warranty Provider** monitors the effectiveness of the implementation of the **Code** practices to its members. The **Warranty Provider** encourages members to log into the member portal 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 **New Home Warranty 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](http://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 **New Home Warranty Code** 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 **Warranty Provider** policy, including full contact details for **Warranty Provider**;

12.2.3 Instructions on where and how to locate a copy of the **Warranty Provider** 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 **Warranty Provider** 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 the **Warranty Provider**.

### 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 the **Warranty Provider**, along with details of the **Warranty Provider** 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;;
  - 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 **Warranty Provider** policy has been issued for the **Home** and if not, the reasons as to why it was not issued.

## 19. 14 DAYS COOLING OFF PERIOD

- 19.1 The New Home Warranty Code provides protection for buyers of new homes. One of the key provisions is the 14-day cooling-off period. This period allows buyers to change their minds after signing a reservation agreement without incurring penalties or losing their reservation deposit.

19.2 The cooling-off period begins once the reservation agreement is signed, giving buyers the opportunity to cancel the agreement within 14 days. If a buyer chooses to cancel during this time, they can receive a full refund of their reservation fee by providing written notice to the developer or builder.

19.3 This provision is designed to give buyers the time and space to make a well-informed decision about purchasing a new home, recognising that it is a significant financial commitment. It's important to review the terms of the reservation agreement carefully, as there may be specific conditions or exceptions related to the refund.

## 20. DOCUMENTATION ON COMPLETION

20.1 The **Developer** will provide an information pack to the **Buyer**. This should include, as a minimum:

20.1.1 The **Warranty Provider** policy documents. An explanation should be provided if the documents are not available;

20.1.2 The **Warranty Provider** Buyers Guide;

20.1.3 The **Developers** complaints procedure;

20.1.4 A checklist of matters covered by the **Code**;

20.1.5 A checklist of matters covered by the **Warranty Provider** policy;

20.1.6 A clear explanation of how to submit a complaint under the **Code**; and

20.1.7 A clear explanation of how to submit a complaint to the **Financial Conduct Authority (FCA)**.

## 21. AFTER CONTRACT EXCHANGE

21.1 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.

21.2 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.

- 21.3 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.
- 21.4 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**.
- 21.5 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:
- 21.5.1 **Specification** of cancellation and refund rights;
  - 21.5.2 The estimated impact on the date of **Completion**; and
  - 21.5.3 Revised date (if necessary) that the **Home** will be available for occupancy.

## 22. COMPLETION AND HANDOVER

- 22.1 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.
- 22.2 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:
- 22.2.1 The expected quarter of the year in which **Completion** is anticipated, typically when the foundations are to be poured;
  - 22.2.2 The month of **Completion**, typically when the roof and weatherproofing is completed; and



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

22.3 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**.

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

22.4.1 Guidance on what **Snagging** is and how to address any **Snagging** issues which are discovered;

22.4.2 A clear explanation that **Snagging** is not covered by the **Warranty Provider** policy;

22.4.3 A clear explanation, which should there be a **Dispute** in reference to **Snagging**, this may be covered by the **Dispute Resolution Scheme (DRS)**;

22.4.4 An explanation as to how all the appliances operate;

22.4.5 Full details of any additional guarantee or **Warranty** that accompany the **Home** such as:

- Tanking guarantees;
- Timber treatment guarantees; and
- Ground remediation guarantees.

22.4.6 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**;

22.4.7 Full details of any after sales services, including contact details, length of cover and emergency procedures; and

22.4.8 Details of the **Dispute Resolution Scheme (DRS)**.

## **23. AFTER-SALES SERVICE**

23.1 The **Developer** will provide the **Buyer** with a comprehensive after sales pack, which includes the following information:

23.1.1 The contact details for the **Developer** in relation to the after sales service;

23.1.2 The process for handling any emergencies;

- 23.1.3 Details of the guarantees and warranties that may apply to the **Home**; and
- 23.1.4 Details of the duration and extent of the after sales service.
- 23.2 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.
- 23.3 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**.
- 23.4 Should it be necessary for the **Developer** to visit the **Home** to carry out works after **Buyer** occupancy, the **Developer** should:
  - 23.4.1 Agree a mutually convenient time for such work;
  - 23.4.2 Ensure a responsible adult can be present to represent the **Buyer**;
  - 23.4.3 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
  - 23.4.4 Provide identification prior to entering the **Home**.
- 23.5 Once entry to the **Home** has been gained, the **Developer** should:
  - 23.5.1 Ensure work clothes are clean and presentable so as not to cause damage to the **Home**;
  - 23.5.2 Be compliant to any reasonable requests of the **Buyer** or their representative;
  - 23.5.3 Ensure that appropriate care is taken whilst in the **Home**, (such as covering floor surfaces etc);
  - 23.5.4 Ensure that the **Home** is left clean and tidy and that all debris etc. is removed;
  - 23.5.5 Not smoke in the **Home** (save with the **Buyers** express consent); and
  - 23.5.6 Always act in a professional and considerate manner.

## 24. COMPLAINTS AND DISPUTES

- 24.1 The **Developer** must have a system and procedure in place for receiving, handling and resolving complaints, service calls and **Disputes**.

24.2 The **Developer** must inform the **Buyer** how to access these systems, processes, and procedures.

24.3 The complaints procedure should clarify that the **Developer**:

24.3.1 Must acknowledge the **Buyer's** complaint within 14 (fourteen) days of receipt;

24.3.2 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

24.3.3 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.

24.4 The **Developer** should provide the **Buyer** with a copy of the **Dispute Resolution Scheme (DRS)** operated as part of this **Code**. It should be made clear within this document that the **Dispute Resolution Scheme (DRS)** can only deal with matters as defined in Clause 2 – Scope of the **Code**.

## 25. DEFINITION OF A DISPUTE

25.1 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:

25.1.1 A financial loss;

25.1.2 Emotional distress; and/or

25.1.3 Inconvenience.

25.2 The **Buyer** may then refer the **Dispute** to either **Dispute Resolution Scheme (DRS)** which is adjudicated by **The Property Ombudsman Limited**.

25.3 The **Dispute Resolution Scheme (DRS)** is the process by which the **Dispute** will be resolved.

25.4 A **Dispute** covered by the **Code** does not include any **Dispute** covered by the **Warranty Provider** policy or between the **Warranty Provider** and the **Buyer**, or any matter that does not fall within the scope of the **Code**.

25.5 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 **Dispute Resolution Scheme (DRS)**.

## 26. CO-OPERATION WITH PROFESSIONAL ADVISORS

26.1 The **Developer** must fully co-operate with appropriately qualified **Agent** appointed by the **Buyer** to resolve the **Dispute**.

26.2 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**.

## 27. DISPUTE RESOLUTION SCHEME (DRS)

27.1 The **Dispute Resolution Scheme (DRS)** is independent of the **Developer** and of the **Warranty Provider**. Any matter referred to this scheme is solely regarding a **Dispute** under the **Code**. Decisions are not insured under the **Warranty Provider** policy.

27.2 The **Buyer** may refer a **Dispute** to the **Dispute Resolution Scheme (DRS)** within 30 (thirty) days of receiving a final response from the **Developer**.

27.3 Any conciliation or **Adjudication** will be an independent process conducted by the offices of **The Property Ombudsman** under the **Dispute Resolution Scheme (DRS)** (<https://www.tpos.co.uk>) at no cost to the **Buyer**.

27.4 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.

27.5 The **Developer** must:

27.5.1 Comply with the **Adjudicator's** decision(s), accepted by the **Buyer** and is/are within the remit of the **Code**;

27.5.2 Pay the **Buyer** the amount which the **Adjudicator** has awarded; and

27.5.3 Pay such an award within the time frame stated by the **Adjudicator**.

27.6 The **Adjudicator** may impose an award or decision, including the following: 27.6.1 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**;

- 27.6.2 **Completion** of the work required to the **Home** which is agreed by the **Adjudicator** and falls within the financial limits of the **Dispute**;
- 27.6.3 A combination of financial compensation and **Completion** of the work to the **Home** within the financial limits of a **Dispute**;
- 27.6.4 Discretionary compensation for inconvenience, of up to £1,000.00; 27.6.5 May rule that the complaint is not substantiated and reject the **Dispute**;
- 27.6.6 Refer the **Developer** to the Disciplinary and Sanctions panel.

## 28. DISPUTE RESOLUTION SCHEME ADJUDICATION PROCESS

### 28.1 Escalation Process Overview:

The escalation of complaints follows these steps:

- 28.1.1 Complaints are first raised with the Developer using their complaints procedure;
- 28.1.2 If unresolved, complaints are escalated to the **Dispute Resolution Scheme (DRS)** within 30 days of the **Developer's** final response;
- 28.1.3 The DRS **Adjudication** is carried out by **The Property Ombudsman**, who reviews evidence and issues a binding resolution.

### 28.2 The **Buyer** must:

- 28.2.1 Complete an application form;
- 28.2.2 Send the completed form to the **Dispute Resolution Scheme (DRS)**;
- 28.2.3 Include all supporting evidence, including copies of receipts and/or invoices.

### 28.3 The **Adjudicator** will:

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

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

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

### 28.5 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**.

28.6 The **Adjudicator** will:

28.6.1 Review all written statements submitted by both parties;

28.6.2 Decide if the **Buyer** has a bona fide claim;

28.6.3 Quantify any financial loss and/or emotional distress and/or inconvenience because of the **Developer's** breach of the **Code**; and

28.6.4 Make a decision or award and communicate this to both parties.

28.7 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.

28.8 Both parties will act in good faith and have mind of the proportionality of any costs.

## 29. AWARDS ACCEPTANCE, REFUSAL AND LIABILITY

29.1 The **Developer** who has signed the **Membership Rules** and who has taken out a **Warranty Provider** policy is required to honour any award made against them under the **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.

29.2 The **Developer** remains liable to pay the **Adjudicator's** award, even if the **Warranty Provider** decline to quote for any further business.

29.3 Under the **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 **Dispute Resolution Scheme (DRS)**. In the event that the **Developer** refuses to accept such an award the **Warranty Provider** (at its sole discretion) may choose to take legal action against the **Developer** to enforce the **Membership Rules**.

## 30. DISCIPLINARY AND SANTIONS PANEL

30.1 Breaches of the **Code** are treated seriously by the **Warranty Provider**. The **Warranty Provider** 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**.

30.2 Where required, the **Warranty Provider** may convene a Disciplinary and Sanctions Panel. The panel will include any 3 (three) people from the bodies listed below:

30.2.1 2 Insurance professionals;

30.2.2 A trading standards professional;

30.2.3 A construction industry professional; and 30.2.4 A surveyor or engineer (RICS, CIOB's professional).

30.3 The panel will also appoint a Chairperson.

30.4 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:

30.4.1 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

30.4.2 A requirement that the member takes additional measures (either temporarily or permanently). This could entail a change in working practices;

30.4.3 Fines for breaches of the **Code**;

30.4.4 That **Warranty Provider** refuses to quote for any new business;

30.4.5 Dissemination of the **Developer's** refusal to honour its obligations to the **Code** to other **Warranty provider's**;

30.4.6 Suspension of the **Warranty Membership**;

30.4.7 Termination of the **Warranty Membership**; or

30.4.8 The **Warranty Provider** takes legal action against the **Developer** for the breach of the **Code**.

# NEW HOME WARRANTY CODE AGREEMENT

(To be completed by the company requesting the policy)

Number of customer facing sales staff/agents:	
Anticipated number of units built per year:	
Annual Turnover:	
Business Name:	
Company Number:	
Registered Address:	
Contact Name:	
Phone Number:	
Mobile Number:	
Email Address:	
Project Address:	

I/we have read and understood the implications and responsibilities of the New Home Warranty Code as a member of the Warranty Provider and agree to adhere/comply with the relevant requirements.

Signature of Member:	
Print Name:	
Date:	



# MEMBERSHIP FORM

(To be completed by the company requesting the policy)

This general information is required in order to apply for our Structural Defects Insurance. You must first become a member or currently hold a valid membership on our register.

## SECTION 1 – MEMBERSHIP

- New - £295.00 (already included in the premium indication)
- Renewal - £295.00

## SECTION 2 – SUPPORTED ID

If your company is **NOT** Limited, you must provide 2 (two) forms of identification to support your membership, with 1 (one) containing proof of address. This is a compulsory requirement for your application to be processed and completed.

Please indicate which form of ID you are to provide by ticking the relevant box:

- Current UK non-photo driving licence
- Current passport
- UK birth certificate
- A letter addressed to the company or individual in question i.e. Utility Bill (preferred)

## SECTION 3 – BUSINESS DETAILS

Director Name:	
Business Name:	
Company Number:	
Registered Address:	
Telephone Number:	
Email Address:	
Authorised Signatory:	
Date:	

## DEVELOPER COMPLIANCE CHECKLIST

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<b>Section 6 – Vulnerable Customers</b>	
The <b>Developer</b> should give particular care when dealing with <b>Vulnerable Customers</b> and ensure that their staff are suitably trained with respect to interactions with <b>Vulnerable Customers</b> .	A <b>Developer</b> should ensure that <b>Vulnerable Customers</b> are: <ul style="list-style-type: none"> <li>✓ Given every assistance to help them in making a decision;</li> <li>✓ Are treated fairly;</li> <li>✓ Are given reliable information upon which to make a decision;</li> <li>✓ Work with a translator if required to do so.</li> </ul>
<b>Section 8 – Sales and Advertising</b>	
The <b>Developer</b> shall NOT mislead the <b>Buyer</b> in anyway.	For Example: <ul style="list-style-type: none"> <li>✓ Size</li> <li>✓ <b>Specification</b></li> <li>✓ Pricing</li> <li>✓ <b>Completion</b> dates</li> <li>✓ Energy performance ratings</li> <li>✓ Available energy grants/tariffs</li> <li>✓ Mobility adaptations</li> <li>✓ Access</li> <li>✓ <b>Warranty</b> provisions</li> <li>✓ Future developments</li> <li>✓ Facilities on the completed development</li> </ul>
The <b>Developer</b> shall likewise not use high-pressure selling techniques to influence the <b>Buyer's</b> decision.	Such as: <ul style="list-style-type: none"> <li>✓ Encourage a reservation by implying there are other interested parties.;</li> <li>✓ Imminent price increases;</li> <li>✓ Offering financial incentive for an instant decision;</li> <li>✓ Encourage a reservation by refusing the opportunity to personalise the property where the stage of construction would still permit.</li> </ul>
<b>Section 9 – Part Exchange Schemes</b>	

<p>When the <b>Developer</b> offers a <b>Part Exchange Scheme</b> to the <b>Buyer</b>, the terms must be transparent, unambiguous and not used to pressurise the sale. The terms of the <b>Part Exchange Scheme</b> must be in plain written English.</p>	<p>They must include, as a minimum the following details:</p> <ul style="list-style-type: none"> <li>✓ Full terms and conditions;</li> <li>✓ Any deductions made and how a fair valuation was reached which must be independent and from more than one course and who must be a member of the <b>Property Ombudsman Scheme</b>;</li> <li>✓ Qualifying criteria for <b>Buyer</b>.</li> </ul>
<p>When a <b>Part Exchange Scheme</b> is offered by the <b>Developer</b>.</p>	<p>It must clearly state:</p> <ul style="list-style-type: none"> <li>✓ Full terms and conditions;</li> <li>✓ Details of all fair market valuations obtained and source;</li> <li>✓ Any deductions of valuations;</li> <li>✓ Offer acceptance date and/or deadline and consequences of not accepting offer by stated date;</li> <li>✓ Date of proposed Part Exchange; and</li> <li>✓ Completed purchase date.</li> </ul>
<p><b>Section 10 and 11 – Health and Safety</b></p>	
<p>Visitors to Developments Under Construction.</p>	<ul style="list-style-type: none"> <li>✓ Both <b>Buyers</b> and/or consumers must undertake a site induction course or be provided with relevant and appropriate health and safety information PRIOR to entering the construction site;</li> <li>✓ Appropriate Personal Protective Equipment (PPE) must be worn at all times subject to the requirements of the induction and/or risk assessment carried out by the <b>Developer</b>;</li> <li>✓ The <b>Developer</b> must ensure that the <b>Buyer</b> and/or Customer are fully aware of their responsibilities whilst on site and ensure that they sign the relevant induction paperwork accordingly;</li> <li>✓ Access to the site must remain clear with signage at all times e.g. pathways and clear appropriate signage displayed at all times.</li> </ul>

<p>Living on Developments Under Construction.</p>	<ul style="list-style-type: none"> <li>✓ All <b>Buyers</b> must be informed of the Health and Safety requirements of the Developer whilst a resident is on site;</li> <li>✓ The <b>Developer</b> must show due diligence to the requirements of the <b>Construction Design Management Regulations 2015</b> (as amended). It is recommended therefore that this information is included within the after sales documentation.</li> </ul>
<p><b>Section 12 – Pre-purchase/Contract Information Requirements</b></p>	
<p>The <b>Buyer</b> must be given sufficient pre-purchase information regarding a plot to enable them to make an informed decision.</p>	<p>This will include:</p> <ul style="list-style-type: none"> <li>✓ List of contents of dwelling e.g. type and standard of fixtures and fittings;</li> <li>✓ A copy of the plans indicating items such as location, size, and utilities provided such as gas, water, electricity, etc;</li> <li>✓ Likely date which property will be available for occupation;</li> <li>✓ Details of after sales maintenance and period of service together with costs;</li> <li>✓ Copy of relevant detailed <b>Reservation Agreement</b>;</li> <li>✓ Summary of the <b>Warranty Provider</b> cover including company contact details.</li> </ul>
<p><b>Section 13 – Contact Information</b></p>	
<p>The <b>Developer</b> must ensure contact details are always available.</p>	<p>Which include:</p> <ul style="list-style-type: none"> <li>✓ Pre-Contract, during and after handover to ensure the <b>Buyer</b> received information within a reasonable time period;</li> <li>✓ Minimum contact details include telephone numbers (landline and mobile), e-mail address and times when the <b>Developer</b> and their staff will be available, including weekend times;</li> <li>✓ The <b>Developer</b> must ensure that there are sufficient staffing levels at all times and that the staff are knowledgeable and well trained.</li> </ul>
<p><b>Section 15 – Professional Advisors</b></p>	

<p>It is important that the <b>Developer</b> can provide advice to the <b>Buyer</b> (if requested) on professional assistance with the purchasing of a <b>Home</b> BEFORE exchanging <b>Contracts</b>.</p>	<ul style="list-style-type: none"> <li>✓ If the <b>Buyer</b> seeks a recommendation of an advisor from the <b>Developer</b>, then the <b>Developer</b> must recommend more than one independent advisor wherever possible.</li> <li>✓ The <b>Buyer</b> must be informed if there is a commission in referring a particular Conveyance Service.</li> <li>✓ The <b>Developer</b> must also ensure that contact details of competent personnel are provided to the <b>Buyer</b> in case any questions or problems arise BEFORE <b>Completion</b> including who to contact if they should have any complaint under the <b>Code</b>.</li> </ul>
<p><b>Section 16 – Reservation Agreement</b></p>	
<p>A <b>Reservation Agreement</b> is frequently used in the sale of new <b>Homes</b>, when the <b>Buyer</b> reserves the right to buy the property for a period of time (the <b>Reservation Period</b>) and pays a fee.</p>	<ul style="list-style-type: none"> <li>✓ The <b>Developer</b> states that they will not sell the property to another during the <b>Reservation Period</b>.</li> <li>✓ If the <b>Buyer</b> decides to buy the property, any fee is deducted from the deposit paid on <b>Exchange of Contracts</b>.</li> <li>✓ If the <b>Buyer</b> decides not to proceed with the purchase, they can cancel the <b>Reservation Agreement</b> at any time during the <b>Reservation Period</b> and the <b>Developer</b> will reimburse the <b>Reservation Fee</b> after deduction of expenses (e.g. legal and administrative expenses).</li> </ul>
<p>As part of the conveyancing process, the <b>Buyer</b> must be sent a written <b>Reservation Agreement</b>.</p>	<p>A <b>Reservation Agreement</b> must state:</p> <ul style="list-style-type: none"> <li>✓ The amount of the <b>Reservation Fee</b>;</li> <li>✓ What is being sold (for example, plot number and garage or parking space if separate);</li> <li>✓ The <b>Purchase Price</b>;</li> <li>✓ How long the price will remain valid;</li> <li>✓ The deadline date when the <b>Reservation Agreement</b> will end if <b>Contracts</b> are not exchanged;</li> </ul>

	<p>✓ The expenses that will be deducted from the <b>Reservation Fee</b> if <b>Contracts</b> are not exchanged.</p> <p>Once the <b>Reservation Agreement</b> has been made between both parties, the <b>Developer’s</b> legal representative will forward the <b>Contract of Sale</b> and associated documentation to the <b>Buyers</b> legal representative.</p>
<p>The <b>Buyer</b> must be in receipt of a <b>Reservation Agreement</b> in a format which is understood and in plain English.</p>	<p>This will include:</p> <ul style="list-style-type: none"> <li>✓ Details of plot including price, house type, plot number, development name, etc;</li> <li>✓ Details of <b>Reservation Fee</b> and terms (refundable or non-refundable);</li> <li>✓ Any <b>Administration Fees</b> applied by Developer;</li> <li>✓ Confirmation of the details of the <b>Reservation Agreement</b>;</li> <li>✓ Expiry date of agreed price;</li> <li>✓ <b>Contract</b> exchange date and additional information such as statements written or otherwise;</li> <li>✓ Pre-purchase information;</li> <li>✓ Part exchange terms;</li> <li>✓ Details and costs of any Management/Maintenance services.</li> </ul> <p>The <b>Buyer</b> must be in possession of the summary of the <b>Warranty</b> and relevant contact details of the <b>Warranty Provider</b>.</p> <p><b>N.B</b> – The <b>Warranty</b> covers complaints within a 10 (ten) year period from practical <b>Completion</b>. However, the 2 (two) year period alluded to in the <b>Warranty Provider</b> policy is the contractor liability period whereby the <b>Developer</b> is liable for the rectification</p>

	of any major <b>Structural Defects</b> that causes a claim against the policy. Therefore, this does not affect the Consumers right to complain during the 10 (ten) year period of cover.
The <b>Developer</b> and <b>Buyer</b> must be in possession of:	✓ A signed copy of the <b>Reservation Agreement</b> and the <b>Developer</b> must not attempt to sell the plot to a third party until such time as the <b>Reservation Agreement</b> has expired.
Cancellation/Extension of the <b>Reservation Agreement</b>	✓ The <b>Reservation Agreement</b> may be cancelled by the <b>Buyer</b> or extended by mutual agreement between both parties. The <b>Reservation Agreement</b> automatically expires if no <b>Contract of Sale</b> takes place within the specified time frame.
The <b>Reservation Fee</b>	<ul style="list-style-type: none"> <li>✓ The <b>Reservation Fee</b> must be refunded in full if the <b>Buyer</b> cancels within 7 (seven) calendar days or be reimbursed in full within 14 (fourteen) days if it expires less any agreed amounts payable to the <b>Developer</b>;</li> <li>✓ The <b>Reservation Fee</b> must be held in a designated separate client account by the <b>Developer</b> unless a credit card payment has been made.</li> </ul>
Changes to the <b>Buyer's</b> request and agreement.	✓ Any changes to the <b>Buyer's</b> request and agreements regarding payments must be set out and agreed formally in writing and signed by both parties in relation to either the <b>Contract</b> and/or <b>Reservation Agreement</b> and must include both Cancellation Rights and Refund Rights and details of timescales for the <b>Completion</b> and occupation of the plot.
<b>Section 17 – The Contract of Sale</b>	



<p>The <b>Developer's</b> legal representative shall forward the <b>Contract</b> and all associated documentation to the <b>Buyer's</b> independent legal representative at the earliest opportunity after the date of the signing of the <b>Reservation Agreement</b>.</p>	<p>The terms and conditions of the <b>Contract</b> must:</p> <ul style="list-style-type: none"> <li>✓ Define the legal <b>Completion</b> notice period;</li> <li>✓ Be written in plain English and be fair and clear;</li> <li>✓ Comply with the <b>Consumer Rights Act 2015</b>;</li> <li>✓ Clarify and define any verbal agreements between the parties in writing;</li> <li>✓ Inform <b>Buyers</b> of reasons and rights of termination such as unreasonable misrepresentation of the plot details or excessive delay in <b>Completion</b> and hand over.</li> </ul> <p>An information pack should also be issued to the <b>Buyer</b> which should include:</p> <ul style="list-style-type: none"> <li>✓ A <b>Warranty Provider</b> policy and all associated documentation;</li> <li>✓ A <b>Warranty Provider Buyers</b> guide;</li> <li>✓ The <b>Developers</b> complaints procedure;</li> <li>✓ Details of how to submit complaints covered by either the <b>Code</b> or</li> <li>✓ <b>Financial Ombudsman Service (FOS)</b>;</li> <li>✓ A checklist of matters covered by the <b>Warranty Provider</b> policy.</li> </ul>
<p><b>Section 20 – After Contract Exchange</b></p>	
<p>The <b>Developer</b> must formally consult with the <b>Buyer</b> and receive a written agreement:</p>	<ul style="list-style-type: none"> <li>✓ If the value of a plot is altered due to a change of design and/or <b>Specification</b>;</li> <li>✓ If the <b>Buyer</b> does not agree with the alterations that have materially affected the value of the plot, then they may cancel the <b>Contract</b> and have their deposit and/or withholding fees returned;</li> </ul>

	<ul style="list-style-type: none"> <li>✓ The <b>Buyer</b> must be made aware of the deposit protection covered by both the <b>Warranty</b> and <b>Reservation Agreement</b> within the <b>Code</b>;</li> <li>✓ Any minor changes or alterations to the plot to either the size, appearance and/or value should be communicated to the <b>Buyer</b>;</li> <li>✓ All information should be conveyed to the <b>Buyer</b> who may want to consider consulting their independent legal advisor;</li> <li>✓ The <b>Buyer's</b> solicitor must contact the <b>Warranty Provider</b> once the sale has been completed to confirm the <b>Buyers</b> name and details so that the Final, or Insurance Period, Certificate can be amended and therefore remain valid.</li> </ul> <p><b>Please note that any amendments done to any documentation provided by the Warranty Provider , such as the policy certificates or policy wording, will immediately render the policy invalid without the prospect of refund or reimbursement.</b></p>
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**Section 21 – Timings of Practical Completion and/or Handover**

<p>The <b>Developer</b> must provide the <b>Buyer</b> with a schedule detailing the timing of key stages, including <b>Completion</b> and the date the <b>Home</b> will be ready for occupancy.</p>	<ul style="list-style-type: none"> <li>✓ These details should be part of the <b>Buyer Information</b> Pack, which should be frequently updated and as accurate as possible;</li> <li>✓ Practical <b>Completion</b> will depend upon the build stage, but the <b>Developer</b> should inform the <b>Buyer</b> at what point the plot is likely to be ready. The process is usually governed by stages of construction and conveyed to the <b>Buyer</b> either monthly and/or quarterly. For example, indicate the week that decoration is likely to be completed;</li> </ul>
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	<ul style="list-style-type: none"> <li>✓ Before handover of the plot to the <b>Buyer</b> takes place, a final internal and external inspection should be undertaken, and identification of any outstanding works noted via a <b>Snagging</b> list. In addition, the <b>Developer</b> must provide guidance on <b>Snagging</b> and inform the <b>Buyer</b> on how to report any issues;</li> <li>✓ Details of all Warranties and Guarantees for the plot should also be produced. The <b>Developer</b> must provide information on each <b>Warranty</b> including their responsibilities which may affect cover;</li> <li>✓ Contact details and information concerning after sales service and emergency protocol should also be provided, including complaints procedures to be followed;</li> <li>✓ No misrepresentation including high pressure selling of additional warranties, guarantees, cover, costs, or benefits are to be undertaken at any time or under any circumstance during this process.</li> </ul>
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**Section 22 – After Sales Service**

<p>The <b>Developer</b> must provide the <b>Buyer</b> with a comprehensive ‘After Sales Pack’.</p>	<p>Which includes the following information:</p> <ul style="list-style-type: none"> <li>✓ Duration of after sales service;</li> <li>✓ Guarantees and warranties which apply to the property;</li> <li>✓ Procedure for dealing with emergencies;</li> <li>✓ Contact details, including who to contact during the first 2 (two) years of the <b>Warranty</b> Scheme;</li> <li>✓ <b>Developer</b> should NOT use a premium rate number.</li> </ul> <p>If the <b>Developer</b> is required to visit the property to undertake works, then they should ensure:</p>
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	<ul style="list-style-type: none"> <li>✓ A mutually convenient appointment has been made with an adult present to represent the <b>Buyer</b>;</li> <li>✓ Contractor or sub-contractor acting on their behalf should provide appropriate identification BEFORE entering the property;</li> <li>✓ Be respectful and polite;</li> <li>✓ Leave the work area clean and tidy and remove all debris from site;</li> <li>✓ Ensure appropriate protection is provided to fixtures and fittings;</li> <li>✓ Wear overshoes where necessary;</li> <li>✓ Ensure work clothes are clean and presentable.</li> </ul>
<b>Section 23 – Complaints and Disputes</b>	
<p>The <b>Developer</b> must have a system in place for receiving, handling and resolving the <b>Buyers</b> complaint and/or <b>Dispute</b> and must inform the <b>Buyer</b> how to proceed with a complaint and/or <b>Dispute</b>.</p>	<ul style="list-style-type: none"> <li>✓ The complaints procedure should include a timeframe for both acknowledging, handling and resolving the complaint and/or <b>Dispute</b>;</li> <li>✓ The <b>Developer</b> must provide the <b>Buyer</b> with a written document outlining the parameters of the <b>Dispute Resolution Scheme (DRS)</b> operated within the <b>Code</b>;</li> <li>✓ The <b>Buyer</b> who believes they have suffered either financial loss or psychological harm because the <b>Developer</b> has failed to meet the requirements of the <b>Code</b> may refer the <b>Dispute</b> to <b>Dispute Resolution Scheme (DRS)</b> which is <b>Adjudicated</b> by <b>The Property Ombudsman Limited</b>;</li> <li>✓ The <b>Buyer</b> must first raise the complaint with the <b>Developer</b> but if after 30 days have elapsed and the <b>Developer</b> has not responded, the <b>Buyer</b> can escalate the complaint to mediation and if after 56 (fifty-six) calendar days the <b>Buyer</b></li> </ul>

	<p>may refer the matter to <b>Alternative Dispute Resolution</b> regardless.</p> <p>Examples of <b>Dispute</b> Resolution include:</p> <ul style="list-style-type: none"> <li>✓ Financial compensation due to repair of a property;</li> <li>✓ Financial compensation due to incomplete works to a property;</li> <li>✓ Discretionary inconvenience compensation due to financial and/or psychological related issues such as ill health due to stress.</li> </ul>
<p><b>Section 25 – Cooperation with Professional Advisors</b></p>	
<p>The <b>Developer</b> must co-operate with appropriately qualified professional advisors and third parties appointed by the <b>Buyer</b> to resolve <b>Disputes</b>.</p>	<ul style="list-style-type: none"> <li>✓ The <b>Developer</b> must also provide the same level of co-operation to anyone who acts on behalf of <b>Buyers</b> as they would offer to the <b>Buyer</b>.</li> <li>✓ The <b>Buyer</b>, who believes a <b>Developer</b> has failed to meet the <b>Code</b> requirements, may refer their <b>Dispute</b> to the <b>Dispute Resolution Scheme (DRS)</b>.</li> </ul>
<p><b>Section 26 – Dispute Resolution Scheme (DRS)</b></p>	
<p>The <b>Dispute Resolution Scheme (DRS)</b> is independent of the <b>Developer</b> and of the <b>Warranty Provider</b>. Any matter referred to the scheme is solely regarding a <b>Dispute</b> under the <b>Code</b>.</p>	<ul style="list-style-type: none"> <li>✓ The <b>Developer</b> shall use their best endeavours to negotiate in good faith and settle amicably any <b>Dispute</b> with the <b>Buyer</b> that may arise out of or in relation to the policy and/or any accepted claim made in the first 2 (two) years from the date of Final Certificate.</li> <li>✓ If the <b>Developer</b> fails to remedy any defect and any resultant damage notified to it or the <b>Buyer</b> is not satisfied with its response then the Scheme Administrator may, at its sole discretion, offer a</li> </ul>

Conciliation Service. Any conciliation or **Adjudication** will be an independent process conducted by the offices of the **Property Ombudsman** under the **Dispute Resolution Scheme (DRS)** (<https://www.tpos.co.uk>) at no cost to the **Buyer**.

## Section 27 – Dispute Resolution Scheme Adjudication Process

**The Alternative Dispute Resolution Scheme** Adjudication is independent of the **Developer** and the **Warranty Provider** and decisions are not insured under the **Warranty Provider** policy.

This will involve the following:

- ✓ A trained independent Conciliator which will review the written submissions from both parties and make recommendations and the service is free to the **Buyer**.
- ✓ Once the Conciliator has reached a decision and make recommendations, if either party involved in the **Dispute** does NOT accept the findings, then the **Dispute** may be referred to the **Adjudicator**.
- ✓ The **Adjudicator** will then review and decide if the **Buyer** has a legitimate **Dispute** and if so, if they have suffered financial loss as a result and if so, how much they have reasonably suffered.

The **Developer** must comply with:

- ✓ Any award and/or discretion made and accepted by the **Buyer**;
- ✓ Pay the **Buyer** of any such award if accepted by the **Buyer** within the period for payment required by the **Adjudicator**;
- ✓ The **Developer** must pay the fee of the **Buyer** if they wish to refer the **Dispute** to the **Adjudicator**.

Types of Decisions:

- ✓ Performance award e.g. work undertaken to the plot as agreed by the **Adjudicator**

	Financial award e.g. the extent of the financial loss that is to be reimbursed by the Developer to the <b>Buyer</b>
	<ul style="list-style-type: none"> <li>✓ Combination award e.g. a combination of works to the plot and reimbursement of financial loss</li> <li>✓ Complaint rejection (this is self-explanatory)</li> <li>✓ Discretionary award e.g. in addition to the maximum award value, a maximum sum of £1000.00 may be awarded for inconvenience and reimbursement of the <b>Buyer's</b> case registration fee.</li> <li>✓ Refer <b>Developer</b> to the 'Disciplinary and Sanctions Panel' (see Section 29)</li> </ul>
<b>Section 29 – Disciplinary and Sanctions Panel</b>	
When required, the <b>Warranty Provider</b> will convene a Disciplinary and Sanctions Panel.	<p>Made up of the following:</p> <ul style="list-style-type: none"> <li>✓ 2 Insurance professionals;</li> <li>✓ A nominee from the Chartered Institute of Building (CIOB)</li> <li>✓ A Trading Standards professional;</li> <li>✓ A Construction Industry professional.</li> </ul> <p>The panel may impose any of the following sanctions:</p> <ul style="list-style-type: none"> <li>✓ Specify an improvement plan for the <b>Developer</b>;</li> <li>✓ Suspend the <b>Developer</b> from the <b>Warranty Membership Scheme</b>;</li> <li>✓ Terminate the membership of the <b>Developer</b> from the <b>Warranty Membership Scheme</b>.</li> </ul>

