



Build-Zone – Code of Conduct for Home Builders

1. Introduction

The Build-Zone Code of Conduct for Home Builders [the "Code"] is applicable to all New Homes registered for a Build-Zone New Home Warranty on or after 1st June 2016.

The Code has been established in order to ensure that Home Builders comply with standards of best practice when providing services to Home Buyers before, during and after the construction and sale of a New Home.

The purpose of the Code is to ensure that Home Buyers:

are treated in a fair and transparent manner when purchasing New Homes from Home Builders

know what level of service to expect from the Home Builder and their Agent

are given clear and honest information by the Home Builder regarding the New Home

are able to contact the Home Builder in the event of any issues arising with the New Home

are given details of how to access speedy, low cost Dispute resolution services.

All Build-Zone registered Home Builders must agree to comply with the Code, and to be subject to disciplinary and sanctions procedures if they are found to be in breach of the requirements of the Code.

In the event of a Dispute or Complaint by the Home Buyer regarding the Home Builder's failure to comply with the Code requirements, a Mediation Process can be facilitated by Build-Zone. An

Defect

A failure to comply with:-

The current Building Regulations in England and Wales;

The current Building Standards (Scotland) and the Technical Standards in Scotland;

The current Building Regulations (Northern Ireland) and the Technical Booklets in Northern Ireland

(where applicable) in respect to the construction of the New Home

Failure to follow the standards within the Building Regulations and Building Standards or associated guidance does not in itself amount to a Defect, as it may be possible to meet the recommended performance in other ways.



Technical Auditor **The party appointed by Build-Zone and managed by Build Zone Survey Services Limited, a wholly owned subsidiary of the Scheme Administrator, to undertake the Technical Audit.**

Vulnerable Consumer **A Home Buyer whose ability to make a sound decision is impacted for any number of reasons, including but not limited to vulnerability due to their age, infirmity, native language, a registered disability or a learning difficulty, due to high stress or illness and reasonable naivety relevant to comprehension and understanding of the contract to purchase a New Home.**

Warranty **See New Home Warranty**

4. Monitoring the Code

To ensure the Code remains relevant and effective, the Code Sponsor will monitor the performance of the Code through the following means:

- Annual audit of each Home Builder
- Home Buyer satisfaction surveys
- Monitoring of Complaints and Disputes

This will enable the Code Sponsor to assess Home Buyer satisfaction and Home Builder compliance with the Code.

The Code will be reviewed annually prior tost June each year. The review will establish if the



At the request of the Home Builder, the Code Sponsor will undertake appropriate training sessions for the employees of the Home Builder.

Home Builders must demonstrate that their practices, including operations, sales and contracting/construction, are lawful. This includes, but is not limited to, evidence of Employers' and Public Liability Insurances.

5.4 VULNERABLE CONSUMERS

Home Builders and their Agents must comply with the following guidance on Vulnerable Consumers, to ensure their needs are catered for so they are able to make informed decisions:

The Home Builder must ensure that Vulnerable Consumers understand the Code, the purchase and their responsibilities, e.g. where there is a language barrier, the Home Builder should recommend that a translator is appointed as

The Home Builder must provide appropriate guidance on the regulations relevant to Health & Safety for additional Works that may be undertaken to the New Home by or on behalf of the Home Buyer, e.g. New Homes completed to shell & core by the Home Builder where the Home Buyer separately undertakes completion works.

The Home Builder must make appropriate provisions regarding Health & Safety for Home Buyers following Completion (before or after Sale Completion) where remedial snagging or other additional Works are to be undertaken to the New Home by the Home Builder.

5.8 PRE-CONTRACT INFORMATION

The Home Builder must provide sufficient pre-purchase information to the Home Buyer prior to the Home Buyer entering into a Contract, to allow them to make an informed decision about purchasing the New Home. The information should

If a Complaint relates to matters covered by the Warranty, the Home Buyer should refer to the New Home Warranty Policy Wording and follow the appropriate Complaints

a Home Builder has acknowledged a complaint but has not provided a resolution, response or decision to the Home Buyer within a 56 day period from the date of notification; or where a Home Builder has responded to the effect that appropriate investigations need to be undertaken relevant to resolving the complaint, the Home Builder must provide a reasonable date by which a resolution, response or decision will be made. In this event, the Home Buyer may raise the Complaint or Dispute to the Alternative Dispute Resolution Service where the Home Builder fails to provide a resolution, response or decision within a 30 day period of the date agreed; or within 56 days following the provision of a written response by the Home Builder to the Mediation decision; or following completion of Mediation.

The terms, conditions and processes to be followed by the Alternative Dispute Resolution Service will be agreed by the Centre for Effective Dispute Resolution (CEDR), which is independent of the Home Builder and Code Sponsor, prior to the appointment of an Adjudicator.

The following costs, awards and limits apply:

The case registration fee for Adjudication for the Home Buyer is £100 plus VAT.

The fee for Adjudication with early settlement for the Home Builder is £250 plus VAT.

The fee for Adjudication without early settlement for the Home Builder is £500 plus VAT.

Awards for emotional distress and or inconvenience are subject to a maximum award of £1,000.

Awards can include reimbursement of the Home Buyer's case registration fee of £100.

The maximum value of any award will be 25% of the contract price of the Home subject to a maximum of £50,000 (inclusive of VAT) in

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Planning Portal – Building Regulations

<http://www.planningportal.gov.uk/building-regulations>

