







The applies to all where a has been issued by

one of the after 1 March 2016.

All who are registered with the agree to fully comply with the

The provisions of the will apply to the for a period of two years after the date of of

the purchase.

The and the associated does not apply to:



This is mandatory for all registered with the must comply with the requirements of the .

The must make the available, free of charge, to any consumers interested in the purchase of a . The should be made available in written format by the to enable the to suitably review the before they agree to purchase a ((] J / shoulde readily accessible to potential from the website and sufficient information shouldbe provided to the consumer to enable them to make a sound decision about the purchase of a



Training must be provided to all staff who have contact with consumers, to ensure that they understand their responsibilities under the Code, and have correct and clear information to explain to potential Buyers with respect to sales & advertising, high-pressure selling techniques, standards expected, information requirements, part exchange schemes, reservation procedures, structural warranties and after sale services.

It is especially important that consumer-facing staff are trained on how to identify

Appropriate procedures must be put in place so that staff have a clear and structured procedure for dealing with in line with the guidance provided in Section 3.6.

All customer services standards, procedures, training and systems should be provided to all staff both permanent and temporary, including any of the

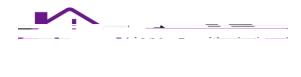


must be given enough suitable pre-purchase information to help them make an informed decision about purchasing a .

In all cases this information must include:

- a written .
- an explanation of the cover.
- a description of any & organisations to which the will be committed and an estimate of the associated cost.
- details of any leasehold arrangements to which the is subject.
- details of any future build phases of, and the facilities on, the anticipated completed development.
- a list of contents in the which are included in the price.
- a specification for the including a statement confirming the standard of cosmetic finish that the should expect to be achieved.
- information relating to the standards to which the build is in compliance with the

If the is not yet implete, then the should also be provided with:





The terms and conditions must:

- be clear, fair and written in plain English.
- comply with the Consumer Rights Act 2015.
- clearly set out the process and timing for advising the of the date of
- define the Legal Completion Notice Period from serving of notice to
- clearly state the circumstances in which the can terminate the as set out in Section 5.3.
- clearly state what will happen if construction of the for ownership by the by the date advised by the is delayed and the will not be ready .
- clearly explain how are to be protected as set out in Section 5.4.

To avoid over spoken statements, immediately before Exchange the should ensure that the , through their legal representative, states in writing what spoken statements they are relying on when entering into the

The solicitor acting for the will send the and all relevant documents and approvals to the independent advisor as soon as reasonably possible after the date of the .

The must be given reliable and realistic information about:

- when construction of the may be finished.
- the date at which ownership of the will transfer from the to the on



or

If a change occurs to the design, construction or materials to be used in the that will materially alter its must formally consult the value, the and obtain their written agreement to any changes. Where the alterations materially affect the value of the and the does not agree with those alterations, they may cancel the , with no and obtain a full refund of the deductions or withholding of any fees. Minor changes that do not significantly alter the size, appearance or value of the should be communicated to the , with the advice that they may wish to consult their professional legal advisor as to the effect of those changes under the . However, the agreement is not required by the in respect of such changes. Changes requested by the and that the agrees to pay for that are not included in the must be agr



The must provide the with comprehensive and accessible after-sales service information as described in Section 6.1.

Specifically in relation to the After Sales Service provided by the , this information must include:

- how long the service will last
- accurate and current contact names, numbers and e-mail addresses of the After Sales Service Team
- · contact details of other relevant authorities, bodies and persons which will be needed by the
- details of what to do in an emergency
- details for making a claim under the including contact details

Well-trained and knowledgeable staff must provide the After Sales Service.

In providing telephone numbers for , the must not use premium rate numbers. In the absence of a freephone number being provided, a national or local rate telephone number must be used.

If the or their needs to visit or carry out works to the after it is occupied by the then the following steps should be taken:

- the should agree a suitable appointment time with the to represent the . This should be explained to the .
- if a responsible adult is not present at the at the time agreed, then the should not enter the and should instead re-arrange the appointment with the .

When it is possible to access the at the agreed time, the (or their) should:

- show clear and professional identification to the (or their representative) prior to entering.
- ensure work clothes and equipment are clean and presentable.
- be prepared to remove outdoor footwear or wear clean overshoes. If safety shoes are required, they should be clean and covered by overshoes.
- ensure appropriate protection is provided for carpets, furnishi



The is operated by the <u>Centre for Effective Dispute</u>

Resolution which is independent of the and the .

Any matter referred to this scheme concerns under this .

The Independent is applicable in the event that a arises between that a arises between the same teached within 56 calendar days of the complaint being raised with the .

Process

- 1. The must complete an application form and send it to the Independent with their statement of evidence and a case registration fee of £100 plus VAT. Their statement must contain all the information relevant to the complaint together with copies of receipts or other evidence of expenditure.
- 2. The Adjudicator will ask the to respond to the statement. At this stage the may resolve the complaint without formal adjudication this is called "early settlement" and costs the reduced fee of £250 plus VAT.
- 3. If early settlement does not happen, the must submit t3(epend)6(ent)t8er3scoses



The must comply with the Adjudicator's



Any contravention of the by a (or their) will be treated as a very serious matter by the

Where required, the Disciplinary and Sanctions Panel will be convened.

The Panel membership will depend on the nature of the contravention under investigation and will typically consist of 3-5 members drawn from a pre-approved list of independent consumer experts and independent construction industry professionals.

A chairperson will be appointed by the Panel and all decisions will be made on the basis of a clear majority.

Should the fail to comply with the , there is a range of sanctions which the Disciplinary and Sanctions Panel can enforce depending on the level of seriousness of the breach:

1. Improvement Programme



The will monitor performance and criteria against the requirements through regular feedback and analysis, reporting the findings on a regular basis internally, with an annual report being prepared of the findings and analytical processes, indicating ratios of performance against the key criteria, actions and remedies taken together with a review of the performance in improving the customer experience and quality of completed

This will enable the to monitor trends and identify any dip in performance promptly and initiate remedial action to maintain the enhanced level of consumer protection that the is designed to provide.



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www.consumercodefornewhomes.com