



Protection for new-build home buyers

Consumer Code Checklist

for Home Builders and Selling Agents

The Consumer Code for Home Builders (the Code) applies if you are a builder or sales agent of a new home covered by an NHBC, Premier Guarantee, LABC Warranty or Checkmate warranty, unless you have activated membership with another code approved by your home warranty body.

The following checklist is designed to help you comply with the Code. Full Requirements and detailed guidance can be found on our website at: <https://consumercode.co.uk/resources/#home-builders>

At all times, you must consider the needs of customers who may be vulnerable.


Point of Sale Requirements	✓
Do you have a procedure/system in place to ensure that your company or a selling Agent working for your company complies with the Code?	<input type="checkbox"/>
Is the Code readily accessible to Customers from your website and on any software applications you use? Have you considered the customer's vulnerability where appropriate?	<input type="checkbox"/>
Have you prominently displayed the Code Scheme Logo in your sales office and in your sales brochures and incorporated into your website and other sales literature?	<input type="checkbox"/>
Have you trained your sales staff or those employed by selling Agents about their responsibilities under the Code?	<input type="checkbox"/>
Is your sales and advertising material clear and truthful and compliant with all relevant legislation?	<input type="checkbox"/>
Have you declared any commission received for recommending certain products or services where appropriate?	<input type="checkbox"/>


Pre-contract Information	✓
Do you have the following information available for those who wish to Reserve a Home?	
1. A written Reservation Agreement compliant with the Code	<input type="checkbox"/>
2. An explanation of the cover provided by the Home Warranty and contact details of the Home Warranty body providing it	<input type="checkbox"/>
3. A description of any management services/charges that will apply, an estimate of the costs and how they will be administered	<input type="checkbox"/>
4. The nature and method of assessment of any event fees such as transfer fees or similar liabilities	<input type="checkbox"/>

5. Whether the Home is leasehold or freehold	<input type="checkbox"/>
6. The Detailed Planning Consent reference number and details of any future build phases of, and the facilities on, the expected completed Development	<input type="checkbox"/>
7. A list of contents that are included in the price	<input type="checkbox"/>
8. A specification for the Home including the type of materials being used for the main structural frame	<input type="checkbox"/>
9. Information about the standards that the Home is being built to and the expected energy-performance standards	<input type="checkbox"/>
10. Any exceptional restriction on using, living in, or the appearance of the Home and its grounds	<input type="checkbox"/>
11. Details of any services, facilities and responsibilities that may not immediately transfer to the Buyer on Legal Completion.	<input type="checkbox"/>
If the home is not completed, have you provided all appropriate information including:	
1. A provisional estimate of when the Home will be ready for occupation	<input type="checkbox"/>
2. A brochure or plan showing size, specification, general layout, plot position and orientation of the Home	<input type="checkbox"/>
Have you told the Buyer, in writing, who to contact to deal with their questions during the sales/ completion process?	
1. Have you given the Buyer information about the Warranty cover?	<input type="checkbox"/>
2. Have you informed the Buyer of health and safety precautions on site?	<input type="checkbox"/>
3. Have you advised the Buyer to appoint an Independent legal adviser once the home is reserved?	<input type="checkbox"/>
4. Have you given the Buyer a Reservation Agreement that complies with the Code? (See Requirement 2.2 of the Code).	<input type="checkbox"/>
5. Have you explained in plain English the terms of any Part-exchange Scheme if used?	<input type="checkbox"/>
6. Have you given the Buyer a copy of your Complaints Procedure? (see Requirement 5.2 of the Code)	<input type="checkbox"/>

Contract Exchange	<input checked="" type="checkbox"/>
Are the Contract of Sale terms and conditions:	
1. Clear, fair and written in plain English?	<input type="checkbox"/>
2. Compliant with all relevant legislation?	<input type="checkbox"/>
3. Inclusive of the contract termination rights?	<input type="checkbox"/>
Do the Contract of Sale terms and conditions:	
1. Define the Legal Completion notice period?	<input type="checkbox"/>
2. Clearly state what will happen if there is a delay in the construction?	<input type="checkbox"/>
3. Explain how Contract Deposits are to be protected?	<input type="checkbox"/>

Are your staff aware of:	
1. The need to formally consult Buyers, in writing, and get their agreement to any major change to the design, construction or materials to be used if this significantly alters the size, appearance and value of the Home?	<input type="checkbox"/>
2. The Buyer's cancellation rights?	<input type="checkbox"/>
3. The fact that extra work or the incorporation of extra items that the Buyer has agreed to pay for should be set out in writing using a separate quotation and written order together with cancellation and refund rights? Extra time for completion should be agreed by the legal adviser to both parties.	<input type="checkbox"/>
- Does the agreement to extra works incur additional time in the building programme and has this been agreed between legal advisors?	<input type="checkbox"/>
Have you told the Buyer about their right to terminate the Reservation Agreement and Contract of Sale and the circumstances under which it may be used?	<input type="checkbox"/>
Have you made provision for protecting Home Buyers' contract deposits and pre-payments and informed the Buyer of this?	<input type="checkbox"/>

Legal Completion	
Have you given the Home Buyer reliable information about the date construction will be finished, Legal Completion and the date of handover?	<input type="checkbox"/>
At the point of Legal Completion have you:	
1. Completed the construction to the standards required?	<input type="checkbox"/>
2. Carried out your final quality-assurance inspection and given the Buyer a schedule of any Defective, Faulty or Incomplete Works with a statement of timescales for completing/remedying them?	<input type="checkbox"/>
3. Agreed or given the Buyer an appointment for a home demonstration?	<input type="checkbox"/>
4. Given the Buyer:	
a. The Home Warranty Documents?	<input type="checkbox"/>
b. The opportunity (in writing) to carry out a Pre-Completion inspection?	<input type="checkbox"/>
c. A copy of your complaints procedure?	<input type="checkbox"/>
d. The Health and Safety file?	<input type="checkbox"/>
e. A statement of incomplete works, not part of the Home but which serves and directly affects it and indicative timescales for completion?	<input type="checkbox"/>
f. An explanation of how the appliances operate?	<input type="checkbox"/>
g. Full details of any guarantees and warranties?	<input type="checkbox"/>
h. A copy of the Building Regulation Control Certificate and Inspection records if requested? (Habitation Certificate in Scotland).	<input type="checkbox"/>

Health and Safety	
Have you told the Buyer about the health and safety precautions to be taken on a development where work is continuing when visiting a site under construction?	<input type="checkbox"/>

After-sales Services	✓
<p>Have you provided the Home Buyer with an After-sales contact and explained what the service includes, who to contact and warranties and guarantees apply to the Home (See section 5 of the Code)?</p> <p>This should include:</p> <ol style="list-style-type: none"> 1. Making sure the Buyer understands how to access your After-sales service <input type="checkbox"/> 2. A written statement of your After-sales Service, including timescales for how service calls will be managed and including: <ol style="list-style-type: none"> a. Dealing with Snags <input type="checkbox"/> b. Rectifying Defective, Faulty or Incomplete Works <input type="checkbox"/> c. Repairing or replacing appliances and mechanical and electrical equipment <input type="checkbox"/> d. Remediating problems associated with any fixtures and fittings <input type="checkbox"/> 3. Details of how the Buyer can make a formal complaint. <input type="checkbox"/> 	
Complaints and Disputes	✓
<p>Have you got a Complaints Procedure in place and have you let the Buyer know in writing about this, how it operates and about the Code's Independent Dispute Resolution Scheme?</p>	<input type="checkbox"/>
<p>Is your Complaints Procedure available on your website?</p>	<input type="checkbox"/>
<p>Does your Complaints Procedure state the following?:</p> <ol style="list-style-type: none"> 1. You will provide a written acknowledgement of the Complaint to the Buyer within five working days <input type="checkbox"/> 2. The Buyer can expect a more detailed response from you within 20 working days <input type="checkbox"/> 3. If the Complaint becomes a Dispute the Buyer may refer it direct to the Independent Dispute Resolution Scheme, or the Home Warranty Body (or both) <input type="checkbox"/> 4. Using the Complaints Procedure or the Independent Dispute Resolution Scheme does not affect the Buyer's normal legal rights <input type="checkbox"/> 5. A Dispute may be brought to the Independent Dispute Resolution Scheme after 56 calendar days have passed since the Buyer first raised the Complaint with you but no later than 12 months after your final response. <input type="checkbox"/> 	
Co-operation with Professional Advisors	✓
<p>Have your staff been made aware that they need to co-operate with Professional Advisors (or agreed intermediaries) appointed by the Buyer to help with the purchase of the Homes, any pre-inspection and in the resolution of any Complaints before they become a dispute?</p>	<input type="checkbox"/>