

New home buyers' pack

Your guide to buying a new-build home

Introduction

Thinking of buying a new build home? It's one of the most exciting purchases you can make. But as with any home purchase, it's a big decision and there's a lot to consider.

That's where we come in. Our Consumer Code Scheme* has been helping home buyers get the right support and service for over 15 years. In this pack, we've collated some of our best tips and resources to help you purchase a new home with confidence.

About the Consumer Code for Home Builders

The Consumer Code for Home Builders (the Code) makes the new-build home buying process fairer and more transparent for consumers, while helping the industry improve quality and customer service.

Our Code sets mandatory requirements that home builders must meet in their marketing and selling of new homes and their after-sales customer service. It applies to thousands of homes covered by the UK's main home warranty bodies, NHBC, Premier Guarantee, LABC Warranty and Checkmate policies sold by Lockton.

The Code provides additional protection for home buyers from the moment you reserve your new-build home until two years after legal completion. We also provide an Independent Dispute Resolution Scheme in the unlikely event you have a dispute with your builder.

**This guide focuses on the support offered through our Code Scheme and supporting Home Warranty Bodies. However, there are other code of conduct schemes in the new homes sector which offer similar levels of support.*

This pack shares useful tips and information about what to expect when buying a new build home and the support offered by the Consumer Code for Home Builders. It is for general guidance only. You must seek your own legal and other professional advice as necessary for your purchase.

Getting started

Choosing a new home is typically driven by location, style of home and budget. But when you're buying a brand-new home, there are other factors to consider which can make an important difference.

- ✓ **Find out about the builder:** The Home Builders Federation publishes annual star ratings based on customer feedback for UK builders that choose to opt into this voluntary scheme [on their website](#). You can also find out more about your builder by checking their website, [Companies House](#), and/or other review sites.
- ✓ **Check the Home Warranty scheme:** This is particularly important. New build homes normally come with a 10-year [home warranty and insurance policy](#) covering build quality and structural defects, but what is covered depends on the provider. This can also affect what additional support you can access via a code of conduct.
- ✓ **Check which code of conduct your builder belongs to:** There are several codes of conduct in the new build marketplace, some of which are supported by specific home warranty schemes. Codes offer important protection for you so it's worth checking that your builder is a member of an [Approved Code Scheme](#), assessed by the Chartered Trading Standards Institute (CTSI). The Consumer Code for Home Builders is an Approved Code Scheme supported by the UK's main home warranty bodies.
- ✓ **Understand the scale of the development:** Developments vary in size and some are built in phases. If the overall size of a development is an important consideration for you, it's worth checking early on whether future phases of development are planned and the anticipated timescale.

Knowing your builder has a good track record, offers a good quality home warranty and is committed to an established code of conduct, can give you more confidence in the quality and customer service you can expect should you decide to reserve a property.

Reserving a home: what to expect

Definition:

A Reservation Agreement is when a buyer and a builder jointly make a written statement of intent (subject to contract and whether or not a fee is paid) to buy and sell a home.

Builders who operate under our Code are required to meet standards designed to give you a good service. Signing a Reservation Agreement is your first formal step towards buying a brand-new home – and the start of your protection under the Code.

Your protection under the Code

- Reservation Agreements must clearly state the terms of the reservation, including **how and when the agreement expires**.
- Reservation Agreements must **include a 14-day cooling off period**. If you change your mind within this time, your reservation fee must be returned in full.

- You can **cancel your reservation after 14 days and receive a refund** minus any reasonable administrative expenses incurred by the builder. Your builder must tell you what these will be (which can be a range) and they must relate to actual costs incurred.
- Your **builder cannot offer a reserved home to another buyer** during the agreed reservation period, protecting you from gazumping.
- Builders are **not allowed to use high pressure selling techniques** to pressure you into reserving a home before you are ready.
- Builders must give you **sufficient information** to enable you to make an informed decision.



Keep written notes of all discussions and follow-up any verbal agreements by email or letter throughout the purchase process. This will help to avoid any misunderstandings and can be crucial in the unlikely event that you need to raise a complaint in future.

Before you sign

New build homes are often bought before or during construction meaning you often can't view the actual home you're buying. Sales brochures may not provide an exact representation of your new home which is why it's essential to make sure you receive sufficient information to support your decision, including:

- A **list of contents** that are included in the price including white goods, curtains, carpeting, wall tiling, door-entry systems, power points and sanitary-ware fittings.
- Information about the **type of material used** and the standards the home is being built to, including the home's expected energy-performance standards.
- **Clear and truthful brochures and/or plans** showing the size, specification, general layout, plot position and orientation of the home.
- An explanation of the **cover provided by the Home Warranty** and contact details of the provider.
- Details of **any future build phases** of, and the facilities on, the expected completed development if this is known.
- Advice on your **termination rights**, arrangements for protecting contract deposits and any pre-payments paid.

Take the time to read all information provided and ask your sales agent and/or legal adviser to clarify any aspects that are unclear, to help prevent any unpleasant surprises.

You may be asked to sign a checklist to confirm you have received certain information, including a copy of the Code. **Only sign if you have received and understood everything on the list.** If not, ask your builder to fill in any gaps first and check with your legal adviser.



For a complete list, download our [Consumer Code Scheme with Builder Guidance](#)

Useful questions to ask

Ask plenty of questions so you're confident about your purchase and make a note of the responses in case you need to refer to them later. Examples include:

- Are you clear about the **measurements and sizes of the property**? If you're buying off plan, can you see a show home? If so, ask the builder to clarify any differences in sizes, orientation, windows etc.
- Ask about **lighting and aspect** - how much daylight will different parts of the home get?
- Does your plan show **gradients**? And is it clear what those will feel like in practice? Ask about sloping driveways and/or gardens as well as general access so you know what to expect.
- In some cases, builders may not be able to specify the **exact nature of white goods or flooring**. Don't assume the brochure is an accurate reflection of exactly what will be included in your home - ask for clarification.
- There may be an opportunity to influence **colour schemes or materials** in certain parts of your home. Ask your builder what the options are and what impact this might have on your reservation fee reimbursement if you were to subsequently change your mind.

For more information, read our blog [Reservation Agreements - what buyers need to know](#).

Take the time to read all information provided and clarify any aspects that are unclear, to help prevent any unpleasant surprises.

Choosing your legal adviser

Home purchases are major, complex, and often emotive so it's essential that you have appropriate legal advice. Your builder may recommend a professional adviser that is familiar with the development, but must tell you about any fee, commission, or other benefit they may receive. You are free to choose your own adviser.

When choosing a legal adviser, don't just be guided by fees. It's important to consider:

- **Recommendations:** Do you have friends or family members who could recommend someone they have used previously?
- **Location:** Are you happy dealing with someone mainly over email or would you prefer a local firm you can visit?
- **Expertise:** Is the adviser competent to deal with your type of transaction? Some advisers don't take on leasehold contracts or new build work so check first whether they can meet your needs.
- **Availability:** Does the adviser have the capacity to deal with your transaction promptly.
- **Cost:** Aim to speak to more than one professional adviser to clarify exactly what is included in the legal fees and whether there are any hidden extras. All solicitors and licensed conveyancers in England and Wales are obliged to put their legal fees and costs for conveyancing on their website (it is encouraged in Scotland but not a requirement in Northern Ireland).



Instructing a legal adviser with experience in new build work can help the transaction progress more quickly and enable your adviser to protect you in the contract as much as possible.

Things to watch out for:

- **Timescales between reservation and contract exchange** are often relatively short so it's important to have an adviser who is responsive.
- Legal advisers are required to complete numerous **financial checks** to meet legislation. Ensuring you have the necessary paperwork available in good time will help speed things up.
- Freehold properties with shared services, such as play areas, often involve **complex arrangements to secure service charge payments**. This needs to be understood by your legal adviser so they can advise you properly.
- **Leasehold property arrangements can be complex** so it's important to understand what you are buying and work with a professional adviser that is experienced in these issues.

For more insights, read our [Q&A with Conveyancing Matters](#).

Key questions to ask your builder

In the excitement of buying a new home, there's a lot to take in and it's easy for important information to be missed. Here are some essential questions to ask your builder so you know what to expect.

What information should I expect to receive during the buying process?

Your builder should give you a copy of (or website link to) the Code, as well as sufficient pre-purchase information to help you make an informed purchasing decision. See '[Reserving a home](#)' for more details. They must also provide you with details of their after sales service and complaints policy, including who to contact.

What are the costs associated with the home?

Some new properties involve ongoing costs such as management fees and fixed agreements on services like broadband, which may not be included in the headline purchase price and could impact your budget. Your builder must share these commitments with you including approximate costs.

If you're buying a retirement home or leasehold property, it's particularly important to ask about any fees you are committed to, as well as any restrictions that could affect how you use the home.

When will my home be completed?

Your builder should provide an approximate completion date and keep you informed of any changes. Your contract must also include a 'long stop' date, which is the date by which the home must be completed. Long delays beyond this would typically be regarded as unreasonable and you may have grounds for a complaint or to cancel your contract.

Will my home be exactly as shown on the plans?

The properties on your development may vary considerably and in some cases brochures and plans will be indicative. Talk to your sales agent about specific elements that may be different for your property and the impact on room size, layout, features or finish. Remember to check [external spaces and garage size](#) to ensure they will meet your needs.

Are there features of the development that could affect my property?

It's important to ask about external factors such as the location of drains, streetlamps, and communal facilities like bus stops. You may also want to ask about any neighbouring access or boundary arrangements as well as the layout of the development, such as where any health, retail services or affordable homes might be sited (where applicable).

What happens if you need to make a change to the plans for my home?

Your builder or sales agent should let you know if the plans need to be changed but any substantial or significant changes should not be made without your prior approval. You have the right to cancel the contract and reclaim your reservation fee and contract deposit if you no longer wish to purchase following a substantial change that you have not agreed to.

Keeping completion on track

When completion day is on the horizon, it's important to be well prepared to help this important step go smoothly:

- **Keep in regular contact with your builder, solicitor and other advisers:** Your builder should keep you informed about expected completion dates. These can change due to circumstances that may be beyond the builder's control, but delays should not be excessive.
- **Make sure your mortgage offer is valid:** If you are using a mortgage to buy your property, keep an eye on when any offer may expire. Mortgage offers typically last for 3-6 months and can be the cause of a costly delay if not updated. Offers can usually be extended but it is your responsibility to make sure your finances are in place.
- **Read your contract thoroughly.** The Code requires that your contract is clear, fair and written in plain English. It's important to check it thoroughly and query anything that you feel is unclear. Contracts often include obligations to complete within a certain timeframe and can result in penalties or additional costs for you if delays are caused by you.
- **Arrange a pre-completion inspection:** Under our Code, your builder must allow you, or a professional adviser appointed by you, to inspect your property before completion. This is your opportunity to identify any defects (see below) which need to be resolved before completion. Your builder will continue to deal with snags up to two years after completion.
- **Update your insurance cover:** You should have buildings cover in place from exchange of contracts, albeit some builders will cover this until completion so check with them if this is the case. Remember to update your insurance cover to include contents from the day you move in.



Don't miss your opportunity for a pre-completion snagging inspection. Although snags can be dealt with after you move in, it is often easier for builders and less disruptive for you to resolve imperfections before you move in.

Snagging: what, how and when

Definition:

'Snagging' is the process of identifying and flagging to your builder what are generally minor imperfections in a new home, covering everything from paintwork to driveways.

Brand new homes often have minor defects that need to be addressed during the first few months. Under our Code, your builder must invite you to carry out a pre-completion inspection. This allows you to spot defects and arrange for them to be resolved before you move in.

Our supporting home warranty bodies provide [snagging list templates](#) to help you, but here's some pointers on what to look out for:

- Try every switch, doorknob, cupboard and window
- Turn on all the taps and showers

- Test the heating, lighting and appliances
- Inspect surfaces and finishes to walls and floors
- Check any specific requirements or extras you agreed with your developer as part of your purchase
- Remember to include your outside space, such as any gardens, exterior lighting, doors, gates and garages

The time of day, amount of daylight, and the time of year will all have an impact on what you're able to spot. Not all issues will be immediately obvious, so a further list may be needed as you settle into your new home.

Take your time and try to be as methodical and thorough as possible. If you feel it necessary, you can employ a snagging company to undertake this work for you. If you do, look to choose one that is recognised by a professional trade body and seek more than one quote to compare costs.

Check with your builder if there are any time limits on reporting certain defects. In some cases, builders may apply a seven day or similar limit for reporting minor imperfections to avoid confusion with what could be wear and tear after moving in. Despite such time limits your builder remains responsible for dealing with snags/defects and/or faulty work that you notify to them during the two years after legal completion.

Resolving defects

Report defects via your builder's after sales service - your builder must clearly explain how to do this. Keep a written record of all your communications as it will be much easier to track progress.

If your builder has failed to rectify the faults within a reasonable time or you are dissatisfied with their remedial work, you can make a formal complaint to the builder.

If you are unhappy with the outcome or believe your builder has breached the requirements of our Code, you can raise a dispute with your Home Warranty Body or via our [Independent Dispute Resolution Scheme](#) or both.

Your home builder should have a system in place for recording and resolving problems. Contact details, the procedure for reporting issues, and associated timelines should all be provided, including how complaints are handled.



Anything that is damaged, not working properly, or hasn't been completed to the specification agreed, should be reported to your builder, ideally before you move in, and definitely within two years of legal completion.

What to expect when you move in

You're in! Hopefully your move will be trouble-free, but your new home will require a period of 'settling in' and drying out. During this time, you may notice small cracks and gaps or the appearance of condensation. These are common issues and usually nothing to worry about. Your builder or sales agent will explain what to look out for and examples of what should be added to your snagging list.

Check our handy guide on [what to expect from your new home](#) which includes tips on how to ventilate your home effectively.

If you do have problems, your first port of call is your builder. But the Code and your home warranty body provide additional help and access to redress if you need further help. For full details and guidance, download our [Complaints Pack](#).

Other sources of support

Your home warranty scheme and code of conduct will cover most issues relating to your new build. But there are other sources of support which cover different aspects of your purchase. These include:

Conveyancing/legal services

Legal advice is a critical part of the home buying process. Conveyancers and solicitors are bound by strict rules which include that they must operate in the best interest of their client (i.e. the home buyer in this case, irrespective of whether they have a separate relationship with the builder).

If you have concerns about the quality of service you have received from your solicitor or conveyancer, you can raise a complaint with the [Legal Ombudsman](#).

Financial services and other consumer protection

Independent financial advisers and mortgage providers are regulated by the Financial Standards Authority and complaints are handled by the [Financial Ombudsman](#).

Citizens Advice provides free, independent advice about financial, legal and consumer protection matters.

Legal action

You can also choose to take legal action, particularly for disputes that exceed the financial limits of alternative dispute resolution (ADR) schemes or do not relate to the Code.

For more information about the different sources of support available, download our [consumer protection guide](#).

Contact our team

If you have questions about the Code or need help deciding the best course of action if you have a complaint, contact our team:



0345 608 9797 (lines open 10am to 4pm)



enquiries@consumercode.co.uk



We regularly publish [blogs](#), [videos](#) and [case studies](#) to help home buyers. Keep an eye on our [website](#) for the latest, or [sign up to receive our newsletter](#).



Resources

[The Consumer Code Scheme](#)

[What to expect from your new home](#)

[Snagging resources](#)

[Complaints pack](#)

[Buying a home - what support is available](#)



Protection for new-build home buyers

Last updated January 2026

www.consumercode.co.uk
enquiries@consumercode.co.uk

Supporters of The Code



naea | propertymark

