

CONSUMER CODE **SCHEME**

CONSUMER
CODE FOR
HOME BUILDERS

www.consumercode.co.uk

The Consumer Code Scheme was developed by the Home-Building Industry and outlines requirements that builders must comply with for new homes registered with a warranty body such as the NHBC.

The aim of the scheme is to help make the home buying process fairer by making things more transparent for purchasers. The Code is designed to help Buyers be fully informed prior to a new home reservation, understand the level of customer service they are to expect from a Builder during the process of buying their new home, and furthermore to be aware of consumer rights after moving in as well.

Langridge Homes complies with the Consumer Code for House Builders and this document details how the Company satisfies the Code's requirements.

Langridge Homes Ltd

Compliance with the Consumer Code

A copy of the compliance Code is enclosed. Further information can be obtained from www.consumercodeforhousebuilders.com.

Pre-Contract Information

Build Standards:

Langridge's properties are built in compliance with the Local Authority Building Control requirements to ensure a satisfactory quality build. The homes also comply with criteria set out by the NHBC.

Warranty Cover:

Langridge's properties are registered with the NHBC to provide Buyers with a 10-year Home Warranty cover. Information regarding the NHBC warranty cover is available to view in Langridge's Marketing Suites/Showhomes and/or from head office, and further information is available at <http://www.nhbc.co.uk/Homeowners/>.

Pre-Purchase Information:

In order to help Customers make an informed decision regarding a new home purchase, sales literature and other information is available for Customers regarding development layouts, plot positions, layout of house types and property specifications. Specification varies from site to site, and plot to plot. Plans and specification proposed are the anticipated plans and specification but may be subject to change as necessary and without notice.

Further to the above, information relating to the Consumer Code and NHBC warranty is available prior to reservation, to make Customers aware of what to expect with their new home purchase from Langridge.

Reservation

Reservation:

Upon reservation, a Home Buyer will be provided with a written reservation agreement. This document will clarify the following:

- Home Builder (vendor) and Home Buyer details
- Solicitor details of the Builder and Buyer (if information is available at the point of reservation)
- Plot and reservation details
- Mortgage provider details (if information is available at the point of reservation)
- Warranty provider details (NHBC)

In addition to the above agreement, upon reservation there will be a copy of the Consumer Code Scheme and documentation explaining the NHBC Home Warranty cover.

Reservation Details:

When reserving a Langridge property, it is necessary for a Home Buyer to pay a £500 non-refundable administration fee. The property will be reserved for 10 weeks from the date the fee is paid. The house price and any conditions agreed as part of the terms of the sale will be fixed for the length of the reservation. If the reservation date expires and exchange of contracts has not taken place then Langridge reserves the right to re-assess the reservation status and/or the price of the property along with any conditions of sale previously agreed. A Buyer may pull out of a reservation at any point up to exchange of contracts but will lose the administration fee in doing so. If the reservation is terminated by Langridge prior to exchange of contracts, the administration fee will be reimbursed, but may be subject to deductions by the Builder which will be clarified to the Buyer.

An estimated legal completion timescale can be offered at the point of reservation. However, please appreciate this completion timescale is subject to change and will need to be confirmed after exchange of contracts leading up to the legal long stop date.

Following Reservation:

Further to the reservation of a plot, Buyers will receive a reservation pack specific to their property. Included in the reservation pack will be a services plan illustrating the approximate position of electrics and plumbing. In addition, there will be a specification list noting the standard home finishes chosen by Langridge for the plot. Alternatively, if a property is at a stage where a Buyer can choose all/some of their specification finishes, then a Specification & Extras Form will be included for the Buyer to fill in and return their requirements to head office. Any extras or alterations must be sent in writing and/or by plan to Langridge along with the completed Specification and Extras Form. From this information Langridge draw up customer specific plans, and a Specification and Extras List detailing contents and any extra costs or allowances incurred. Any costs are non-obligatory quotes until the customer confirms in writing that they accept the Specification & Extras List (including any associated extra charges).

Legal Advice:

Langridge directs Buyers to instruct a legal adviser for the purchase of a new home. The appointed Solicitors will then carry out the legal formalities on behalf of and in the interests of the Buyer, to work to complete the sale of a reserved property.

The Contract

Contract details:

The Solicitors acting on behalf of Langridge and the Home Buyer will liaise to progress the legal dealings for the sale. Contracts will be issued to set out the terms and conditions of the sale.

If it is not suitable to agree a fixed legal completion date (e.g. if a property is still undergoing construction), then the Contract will incorporate a 'Completion Notice' provision to enable legal completion. This notice is served following the final inspections of the property by the Local Authority and the NHBC, and stipulates a specific time period in which the sale must then legally completion.

If it is agreed to exchange on notice, a 'long stop date' is set, which clarifies when the sale must ultimately legally complete by, but can be completed before. If the long stop date is reached and a further 2 months passes then the Buyer has the right to break the contract and have their deposit monies returned to them.

Exchange of Contracts:

Upon exchange of contracts, a deposit is paid (through Solicitors) to Langridge, which is normally 10% of the purchase price. This money is guaranteed by the NHBC. In the event that Langridge does not complete the building works to a Buyer's new home the NHBC will reimburse the deposit or arrange for the home to be completed in line with the NHBC Standards. The NHBC will reimburse up to a maximum of 10% of the purchase price or £100,000, whichever is less.

If exchange of contracts has not occurred at the point of works due to being carried out in the reserved plot as per the site build programme, then the Buyer may be required to pay a non-refundable deposit (of £1000 or equal to the sum of the extra costs incurred, whichever is greater) to ensure their chosen specification is ordered and executed in the reserved plot. This non-refundable deposit is paid directly to Langridge Homes, but the Solicitors are notified so that the paid monies are taken into account upon legal completion. If a Buyer pays a non-refundable deposit, it does not eradicate the need to exchange. Langridge and the Buyer are to endeavour to work to exchange contracts at the soonest achievable time. If a Buyer pulls out of the sale and they have paid a non-refundable deposit, this money is not returnable to the Buyer.

Following Exchange of Contracts:

Exchange of contracts authorises the reserved property to be completed as per Buyer requirements previously agreed in the form of the Specification & Extras List (see '*Following Reservation*'). Further to exchange of contracts, works are executed in the reserved property.

Completion

Completion Timescales:

The specific and exact timescale for the completion of a reserved property needs to be clarified by Langridge head office. This timescale will be determined by exchange of contracts, and/or Buyer specification works, and/or the site build programme, and may be subject to change in the event of delays. As a property nears completion and the long stop date approaches, Langridge can offer a confirmed timescale for legal completion. Completion is subject to the property being finished in accordance with regulations and criteria determined by the Local Authority and the NHBC, who will inspect the property at the end of the build and issue certificates required to enable legal completion to occur.

Completion and Handover of the Property:

The property is handed over to the Buyer by the Site Manager, who will go through relevant information and check that the house is to the Buyer's satisfaction. If there are any problems then a 'snag list' is made which notes any items raised on legal completion that need rectifying.

The Buyer will receive a Welcome Pack which will include documents and certificates relating to the property. This also includes any additional warranty documents not already issued.

Information during Occupation

Warranty:

Following legal completion, the NHBC warranty for the property will be in place. If a Buyer has any problems with their property or its contents in the first two years of occupation, then these must be submitted in writing to Langridge head office. Langridge will then make arrangements with the legal occupier to resolve any necessary works or issues. Alternatively, the Buyer may also refer to their Welcome Pack received upon legal completion which will include additional warranty documents that may provide resolution to an issue that arises during occupation.

Any other documents for guarantees relating to the property not provided in the Welcome Pack upon legal completion issued by head office, will be sent to the customer once legal completion has taken place.

Complaints and Disputes

All complaints must be submitted in writing to Langridge head office. These will be dealt with and hopefully resolved amicably. If a dispute occurs then the NHBC is contacted and is asked to mediate.

If the NHBC is unable to resolve a claim, Buyers have the right to refer their complaint to the Independent Dispute Resolution Scheme.

Contact Information

Please contact Langridge head office regarding any questions relating to the sale, purchase and completion of a new home.

General Email: sales@langridgehomes.com
enquiries@langridgehomes.com

General Telephone: 01159626626

Sarah Mitchell – Sales Manager: sarahmitchell@langridgehomes.com
Heidi Moss – Project Manager: heidimoss@langridgehomes.com

Health and Safety on Site

Langridge Homes works to ensure that health and safety requirements are adhered to on site. Site visitors will only be permitted on site if there is suitable and safe access. If visitors are admitted on site, they must be accompanied by an authorised Langridge team member. If visitors refuse to comply with any health and safety instructions given to them by Langridge, they will not be permitted to access site. Please refer to Langridge's health and safety document which is displayed in Marketing Suites/Showhomes and will be issued in the reservation pack for Buyers following reservation of a property.