



Developer/subscriber commitment to the Code

A Code subscriber is anyone who is building or developing a property to sell to future purchasers; they must;-

- Be a legitimate business and demonstrate financial stability.
- Meeting the code criteria and maintaining compliance.
- Have the necessary infrastructure to conform to the Code.

They MUST Always;-

- Provide exemplary customer service & treat your customers fairly and with respect.
- Ensure your staff are trained, knowledgeable and caring.
- Do not use unfair practices or pressure-selling techniques.
- Give your customers the correct information at the right time throughout the sales process.
- Give your customers time to make an informed choice.
- Actively obtain feedback from your customers and use it to improve your service.
- Promote ABC's free, fair and efficient dispute resolution service.
- You should provide copies of the Code to all consumers free of charge.
- You should provide the document in written or digital format so it can be taken away or accessed remotely.
- You should display ABC+ Code stickers clearly in all areas visible to the public.
- Encourage third-party representation and advocacy.
- Provide a copy of your Complaints Handling procedure and the Dispute Resolution Scheme.
- You should be contactable via a free or local rate telephone number, email or in writing.
- These contact details should be prominently displayed on your premises and your documentation.
- Display details of sources of external support and health & Safety on site.
- Understand the importance of ABC maintaining and monitoring your performance of the Code.

Copies of all details of your commitment to our ABC+ Consumer Code are provided to you at all stages of the sales process and can be found on our website.

<https://www.architectscertificate.co.uk/consumer-code/>



Marketing and Sales

- Your sales and marketing material should be in plain English.
- The content of your literature should be transparent, fair and truthful.
- It should also comply with the relevant Code of advertising and the law
- Your sales and marketing material should contain a statement that the Code Subscriber complies with the Code
- You are expected always to act legally.
- You are expected to check that the material complies with relevant Trading Standards legislation before marketing the property.
- You should not use high-pressure selling techniques during the sales process.
- You should also ensure that all staff and any third-party agents are aware of their responsibilities under this part of the Code.
- You should not substitute any construction product except where the product to be used is of a similar or improved specification.

Service Levels

- You should listen to feedback from Consumers and the Code Sponsor
- You should allow consumers to leave feedback in different ways
- You are expected to forward questionnaires to all purchasers for feedback.
- You are expected to include questions designed to establish consumer awareness and understanding of the Code.
- You should forward the results of those surveys and details of their responses to Architects Certificate (ABC+ Warranty).

Pre-Contract Information

You are expected to give your customers relevant information as early as possible.
The minimum pre-contract details you should provide are;

- A Reservation Agreement. - *Please see our Documents pack for more support.*
- Details of the Structural Warranty cover and the contact for the Code Sponsor
- The product specification for all significant components used
- Any Management services cost that the purchaser (if applicable)
- The contents of the property to be included
- Any plans for additional developments in the area
- Details of any leasehold arrangements (if applicable)

If the purchaser is buying off the plan, the minimum information you should give your customers is
The size, specification, layout, position, appearance, price, utilities, energy performance, and

- Details of other build phases
- You should give the purchaser accurate and reliable information about the ABC+ Warranty for the property.
- You should tell the purchaser about their rights to terminate the Reservation Agreement or the Contract of Sale.



Payment Protection and Insolvency

You should explain; -

- How the reservation and other administration fees are protected
- Tell the purchaser how their Deposit is protected
- You cannot access the funds until after the Completion of the Contract
- The terms under which the Reservation Fee or Contract Deposit is refundable
- What Administration or similar fees may be deducted before a refund is made
- What costs or penalties will be incurred by the purchaser if they withdraw from the sales process at any time prior to the exchange of contracts
- The purchasers' position if you become insolvent.

Reserving the property. - *Please see our Documents pack for more support.*

- You should give your customer a Reservation Agreement that clearly sets out your terms and conditions. Please see the Documents pack for more support.
- The suggested information is detailed in the relevant section of the Code.
- You should inform the purchaser that the Reservation Agreement is not a Contract of Sale.
- You should ensure the purchaser understands the difference between the two documents.
- You should give the purchaser a signed copy of the Reservation Agreement.
- Whilst the Reservation Agreement is valid, you should not enter into another agreement with anyone else.
- You should hold that Reservation fee in a designated client account (Unless paid by Credit Card)
- If the Reservation Agreement is cancelled within the agreed period, you should refund all monies paid within 14 calendar days.
- If the purchaser cancels the reservation for any reason within fourteen calendar days of signing the Agreement, you should refund all monies within 14 calendar days.
- You should tell the purchaser in advance if you intend to deduct any administration costs if they cancel at any other time.
- The reservation period may be extended by mutual Agreement.
- If the deadline date is not extended and there is no exchange of contracts, the Reservation Agreement expires.
- In those circumstances, you should refund the fee within 14 calendar days (less any deduction notified)
- You should ensure that the purchaser is able to include any verbal statements that they intend to rely on in the Contract of Sale.



Part Exchange Agreements

- If Part Exchange is offered to the prospective purchaser, you should ensure that the terms of the scheme are fair and transparent.
- You should not use the scheme to induce a sale.
- The full terms and conditions that apply
- The fair market valuations that have been obtained and where from
- The valuation that is acceptable to you and why
- Any deductions from the valuation
- The date by which they need to accept the offer
- The consequences of not accepting the offer by the stated date
- The anticipated completion date
- You should give all purchasers adequate time to consider and understand all the information provided

Contract Exchange

- You should ask your Solicitor to send the Contract and all relevant documents and approvals to the purchaser's independent advisor as soon as reasonably possible after the date of the Reservation Agreement.
- You need to advise your Solicitor that they need to ensure that the Contract uses the [Law Society's Standard Conditions of Sale](#) as a template;
- Ensure all information is transparent, fair and written in plain English and complies with the Consumer Rights Act 2015
- Sets out the process and timescales for advising the purchaser of the completion date
- Indicates the circumstances when the purchaser can terminate the Contract and what will happen should there be a delay in construction and the property will not be ready for occupation
- You Must Inform them of all potential changes following the exchange of contracts and any changes in the design, construction or materials. All changes must be discussed with the purchaser and obtain their written Agreement to the changes.
- If they disagree with your proposal, they are entitled to cancel the Contract without loss of Deposit or the withholding of any fees.
- All agreements should reiterate their cancellation and refund rights, Indicate all key impacts on the construction timescale of the property and any effect on the anticipated date of occupation.



Construction site safety

- All visitors to the construction site **MUST** be made aware of the health and safety precautions.
- You should provide appropriate safety equipment if needed
- You should ensure that visitors understand their responsibilities and sign a document confirming this.
- You should ensure that all visitors to the site:
- Are guided by appropriate signage
- Ensure they can move around the site safely and are accompanied by an appropriate person.

All visitors must be aware of all relevant health and safety guidance in compliance.

- All purchasers must be told about the health and safety precautions if they should commence living in a development where building work continues.

You must include health and safety information in the after-sales service pack.

Appointment of Professional Advisors

- You should advise any purchaser to appoint an independent professional legal adviser to represent their interests before the Contract Exchange.
- If they require independent advice on appointing a professional legal adviser, you should refer them to The Home Owners Alliance website <http://www.hoa.org.uk/>
- You should also advise purchasers to take independent financial advice if they need to obtain a mortgage.
- If the purchaser asks you to recommend an advisor, you should, where possible, give them a list to select from.
- If you have a relationship with or receive a commission for any recommendation, you should make this clear to the purchaser.
- You should also disclose the amount of commission you receive

Copies of all details of your commitment to our ABC+ Consumer Code, further support and Helpful Documents Templates are provided to you at all stages of the sales process and can be found on our website.

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Completion & Handover

Many purchasers these days instruct an independent snagging survey, so this must be noted before Completion.

- You should allow them to carry out an independent inspection of the property before or as soon as possible after Completion.

You must acknowledge receipt of this survey within seven working days and respond, noting any items that fall out of your capacity to redress back to the homeowner in writing.

ALL concerns that relate to any Latent Defects must be informed via email to ABC+ by the homeowner within 30 days, and we will support all parties in this investigation.

Information on Completion;-

- You should tell the purchaser that an ABC+ Structural Warranty covers the property
- You are expected to give the owner an information pack that includes:
- The ABC+ Structural Warranty certificate and policy documentation.
- Confirmation that the property meets the requirements of the current building regulations
- Confirmation that there has been no substitution of any construction product without their Agreement.

Occupying the property.

At hand-over, you should give them the following;

- Confirmation of any snagging items that have been completed and any that are outside your level of expertise or duty.
- Full details of any guarantees/warranties, including Tanking guarantees, Timber treatment guarantees, Flat roof Guarantees, Ground remediation guarantees and any Water Ingress warranties. Plus, details of how long each guarantee or warranty lasts.
- You should give them contact names and numbers, explain what to do in an emergency, and ensure they have a copy of our ABC+ Homeowners guide. (This guide is complete with helpful and vital information).

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Visiting the property after Completion.

- If you need to visit or carry out work on the property after it is occupied you should make an appointment that is convenient with the purchaser.
- Inform them of any changes and expected timescales.

Provide identification before entering the property, and always be polite and respectful.

- Always ensure that the area where work has been completed is left clean and tidy, and take photos or videos of all work undertaken before and after.

Customer Service

- Always promote good customer service, your staff should be professional, courteous and efficient and always consider all purchasers to be potentially vulnerable.
- You should adopt a procedure to help your staff respond to the specific needs of the purchaser.

Always provide a copy of our ABC+ Consumer Code, as this document provides valuable and vital information that can support all parties during the pre and after-sales of their purchase.

Staff Training

- Your staff should be aware of the Code and know what their responsibilities are and the consequences of not complying with the Consumer Code.
- Customer service training should be given to anyone who deals with your customers.
- Your staff should be able to establish if a purchaser is vulnerable and provide appropriate support.
- A customer service-trained member of staff should be available at all times and understand their limitations when escalating any issues.

All staff should monitor, review, and refresh their training regularly.

Further information and support in regard to our ABC+ Consumer Code are provided to you at all stages of the sales process and can be found on our website.

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Complaints and Dispute Resolution.

In the event that your purchaser expresses any dissatisfaction or raises a complaint and you have not followed the Complaints handling procedure, the purchaser may refer the matter to the Dispute Resolution Service.

- ***You will find a copy of the complaints handling procedure on our website, which you can add your details to and provide to your purchasers if required.***

You and your purchasers MUST follow the complaints Handling procedure.

- They must provide you with full details of the nature of the complaint with photos or supporting evidence if possible.
- You Must acknowledge this complaint within 7 working days and respond to them within 30 days.
- You must respond in an efficient and reasonable timescale and provide a written response to all complaints.

IMPORTANT;-

Developers MUST exhaust all attempts to resolve matters before a referral to ADR (Alternative Dispute Resolution) can be referred to CEDR.com (Centre of Excellence for Dispute Resolution).

- All Information provided by the purchaser and the Developer is assessed to establish if the matter is suitable for dispute resolution. – CEDR can only review any evidence provided to them from both parties.
- If it is, a Response Form will be issued - you then have 14 days to respond in writing formally
- The information from both parties will be assessed, and where possible, a resolution proposed
- If you do not respond, a decision/award may be made without further communication with you.

Conciliation;-

- If you do respond, the Dispute Resolution Service may try to settle the dispute via conciliation
- The aim is to conclude acceptable to all parties within 30 days of receiving your response.

You should offer the same level of cooperation to anyone acting on behalf of a complainant as you would to the complainant.

During this period, the Dispute Resolution Service may:

- Decide on the validity of the claim;
- Recommend a settlement
- Consider any offer you have made

All final decisions offered by CEDR are Legally Binding on the Developer. – Please take some time to understand the process as noted in full on our ABC+ Consumer Code policy and our website.



Disciplinary and Sanctions

- The Code Sponsor may investigate any contravention of the Code, and proportionate action may be taken.
- The Code Sponsor may refer the matter to the Dispute Resolution Service or, dependent on the seriousness of the breach, to the Disciplinary Panel.
- If you are not complying with the Consumer Code and you do not explain how you intend to improve the matter, you will be referred to the Disciplinary and Sanctions Panel. If you are referred to the Disciplinary Panel, you should cooperate fully.

The Panel will be led by an independent Chair and at least three other individuals with relevant expertise.

- Where you have failed to comply with the Code, the Panel will be asked to consider those breaches of the Code, and re-training will be considered.

Any refusal to comply with this sanction will be treated as a serious contravention of the Code.

- The Panel can impose a financial penalty for serious or repeated minor breaches of the Code.

Serious breaches;-

- The Panel can recommend that a financial penalty is imposed of not less than £500 and not more than £2000
- If the Panel deem the breach to be more serious, the Panel may recommend a penalty of not less than £1000 and not more than £5000
- Repeated minor breaches
- Where there are 3 or more minor breaches of the Code in one year, the Panel may recommend a financial penalty of not less than £500 and not more than £1000
- The actual figure is dependent on the circumstances and the seriousness of the non-compliance, and they have the power to refuse quotes for any further projects.
- Any refusal to honor the payment of an award made at Adjudication will result in exclusion from the Code for 5 years.
- In all other cases, exclusion from the Code will be for 2 years.
- Architects Certificate has a duty of care to consumers and may also notify other New Build Code Sponsors of this sanction.

Any Code Subscriber who has been excluded from the Code has 14 days from the date of exclusion to present an appeal in writing. Can appeal against exclusion will be referred to an independent arbiter.

- The Code Sponsor is committed to implementing the Panels' recommendations, and ABC+ Warranty may also levy a fixed fee of £500 for reasonable expenses for dealing with the Administration.

If the Panel believe that a financial penalty is not sufficient to deter further non-compliance, they can recommend that the Code Sponsor refuses to quote for new business.