The Ark New Home Buyer's Consumer Code

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1. Introduction to The Code

The **Ark New Home Buyer's Consumer Code (The Code)** is effective from 1 February 2019. **The Code** applies to all **New Homes** that benefit from an **Ark Warranty**, where the **Code Member** – the party responsible for building and or selling the **New Home** – has registered the **New Home** with Ark Insurance Group Ltd on or after 1 February 2019.

Compliance with **The Code** is mandatory for all **Code Members**. An **Ark Warranty** is supplementary to **The Code** and The **Code Member** will ensure an **Ark Warranty** is effective upon **Practical Completion** of the **New Home**, benefiting the **Home Buyer**.

The Code has been created to ensure that **Code Members** do not subject **Consumers** to unfair trade practices. **Consumers** who purchase **New Homes** will be made aware of their rights when purchasing a **New Home** and will receive fair, reliable services and information when considering, entering into and following the purchase of a **New Home** from a **Code Member.**

Ark Insurance Group Ltd is the **Code Sponsor**. If any person or party has any questions, requires further information or documentation; including confirmation that an **Ark Warranty** has been issued for a **New Home**, they can contact Ark Insurance Group Ltd as follows:

Phone: 02476 437611
Email: info@arkinsurance.co.uk
Post: Ark Insurance Group Ltd
1410 Spring Place
Herald Avenue
Coventry
CV5 6UB

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2. Key Terms

Agent(s)	A third party acting for and or on behalf of the **Code Member** relating to the construction, marketing and or sale of the **New Home**
Annual Membership for Homebuilders	The agreement made by the **Code Member** to comply with the registration requirements of the **Ark Warranty**
Ark New Home Buyer's Consumer Code (The Code)	The set of requirements herein which the **Code Member** agrees to adopt for the benefit of the **Home Buyer**, in respect of a new home registered with the **Code Sponsor**, after 1 February 2019
Ark Warranty	The Ark Residential New Build Latent Defects Insurance Policy benefitting the **New Home**
Builder	The Company or Person that has built, or been instructed to build, the **New Home**
Building Regulations	The statutory instruments in the United Kingdom, including Northern Ireland, that seek to ensure that the requirements set out in the relevant legislation are carried out. The **Building Regulations** is deemed to include Building Standards (Scotland)
Code Compliance Agreement	The document signed by the **Code Member** confirming their compliance with the terms of **The Code**. The Agreement will contain details of the **Code Member** and **New Home**
Code Member(s)	The **Builder**, **Developer**, Company or Persons responsible for the construction, marketing and sale of the **New Home**, who registers the **New Home** with the **Code Sponsor**
Code Sponsor	Ark Insurance Group Limited
Complaint(s)	A statement made by the **Home Buyer**, whether oral or written, and whether justified or not, expressing dissatisfaction at the **Code Member**'s provision of, or failure to provide, a service under the terms of **The Code**
Consumer(s) / Home Buyer(s)	Any person(s) who purchases or intends to purchase goods or services related to the **New Home** from the **Code Member** for their habitation
Contract Deposit	Monies deposited by the **Home Buyer** with the **Code Member** or their **Agents** to reserve the **New Home** prior to **Sale Completion**
Contract Exchange, Sale Completion	The legal documents and the formal stages used during the sale of the **New Home**
Developer	The Company or Persons that has built, or instructs third parties to build, the **New Home**

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Dispute	An argument or disagreement, whether verbal or in writing, between the **Home Buyer** and **Code Member** following a **Complaint**
Dispute Resolution	An independent service designed to resolve **Disputes** between the **Home Buyer** and **Code Member**, under the terms of **The Code**, following a **Complaint** and / or **Dispute**. Also referred to as *Alternative Dispute Resolution* or *ADR*
Home Buyer's Guide To The Code	A guidance document outlining the **Home Buyer**'s rights to service and treatment under the terms of **The Code**
New Home	The property which has been newly built, converted, extended or refurbished that has been registered with the **Code Sponsor** and is the subject of the proposed sale between the **Code Member** and **Home Buyer**
Practical Completion	The date stated on the Building Control Completion Certificate or Final Certificate or Statement of Practical Completion issued for the **New Home** by an Approved Inspector or Local Authority Building Control Body.
Reservation Agreement	The written agreement between the **Home Buyer** and **Code Member** confirming their intent to enter into contract regarding the purchase of the **New Home**
Unfair Terms	Contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations under the contract to the detriment of the **Consumer**
Vulnerable Consumer(s)	A **Vulnerable Consumer** is someone who, due to their personal circumstances, is especially susceptible to detriment when seeking goods and services

3. Code Requirements

3.1. Scope of The Code

The **Ark New Home Buyer's Consumer Code** (**The Code**) ensures that **Home Buyers**:

- Receive fair, transparent and indiscriminate treatment from **Code Members** and their **Agents**
- Have purchased a **New Home** which is constructed to a satisfactory standard and be fit for its intended purpose
- Have purchased a **New Home** which is fit for purpose as defined by the **Building Regulations** at the time of **Practical Completion**
- Have purchased a **New Home** which is as described in any sales, marketing or specification document given for consideration before entering into an agreement to purchase the **New Home**

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- Are aware that any statements made by the **Code Member** or their **Agents** in any sales, marketing or specification document given for consideration by the **Home Buyer** before entering into an agreement to purchase the **New Home** are considered a binding contractual term. These statements must be clear, verifiable, and not misleading.
- Are not subject to any **Unfair Terms** or conditions during the negotiation and consideration of the purchase of the **New Home**. All terms must be transparent, prominently presented, and clearly explained prior to contract exchange.
- Have the ability to register any **Complaints** regarding the **New Home** to the **Code Member** which are acknowledged by them, and will be resolved where the **Complaint** is justified, within a reasonable period by the **Code Member**
- Have access to a **Dispute Resolution** service in the event that a **Complaint** cannot be resolved.

The Code does not apply to:

- **New Homes** which have not been registered with the **Code Sponsor**
- **New Homes** which do not benefit from an **Ark Warranty**
- **New Homes** which are not intended to be sold in the two year period after completion i.e. built to rent or self builds.
- **Consumers** or **Home Buyers** who do not intend to live in the **New Home** (i.e., Buy to Let)
- Any **Complaint** or claim raised after the completion of a two-year period from the date of **Practical Completion** or **Sale Completion**, whichever date is later
- Any **Complaint** or claim which should be made under the terms of the **Ark Warranty**
- Any **Complaint** or claim for personal injury, death, loss of property value, blight, land conveyed or title.
- **New Homes** acquired by corporate bodies, partnerships, charitable organisations, social or commercial landlords or any other non-**Consumer** purchaser.

For the avoidance of doubt, **The Code** applies to the first **Home Buyer** of the **New Home** and any subsequent **Home Buyers** during the two-year period from the date of **Practical Completion** or **Sale Completion** of the **New Home**, whichever date is later.

Sale Completion refers only to the first purchase of the **New Home**. The two-year period will not restart from the date of **Sale Completion** of the second **Home Buyer**'s purchase.

Subsequent **Home Buyers** have rights under **The Code** for matters relating only to their relationship with the **Code Member**, during the remaining balance of the two-year period.

3.2. Adopting The Code

Compliance with **The Code** is mandatory for all **Code Members**. **Code Members** will be required to sign a **Code Compliance Agreement** when registering each **New Home** with the **Code Sponsor**.

The Code applies to any engagement between the **Code Member** and a potential **Home Buyer** whilst considering, entering into agreement for, and subsequent to, the purchase of a **New Home**. A potential **Home Buyer** is a party who interacts with the **Code Member** and / or their **Agents** who has a reasonable interest in purchasing the **New Home**.

Code Members and their **Agents** will be aware of **Consumers**' rights as summarised in the scope of **The Code**.

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Code Members will be aware of their responsibility to provide fair and reliable information and services to **Consumers** in relation to the sale of the **New Home**.

Code Members and their **Agents** will be aware that the information and services they provide to, for or on behalf of potential **Home Buyers** includes but is not limited to:

- The specification of the **New Home**
- Drawings, plans or other documentation representing the **New Home**
- Digital representations such as virtual tours, CGI imagery, or online listings
- Emails, webpages, printed leaflets or brochures, specifications or any other documentation representing the **New Home**
- Communication in person, by post, electronically or by any other reasonable means regarding the **New Home**
- Any other documentation or relevant information which is express or clearly implied and given for consideration during the **Contract Exchange** and or **Sale Completion** of the **New Home**

Code Members and their **Agents** will find further information herein about how they can:

- Provide potential **Home Buyers** or their representatives with access to **The Code**
- Provide training to their staff regarding **The Code** requirements
- Provide clear and truthful marketing information
- Engage effectively with **Consumers**
- Proactively identify and accommodate the needs of **Vulnerable Consumers**, ensuring that appropriate support is offered from the outset.
- Complete the **New Home** to a standard which is of a satisfactory standard that is fit for its intended purpose

3.3. Access to The Code

Code Members have a duty to provide **Consumers** with reasonable access to **The Code**. Providing access to **The Code** will enable **Consumers** to understand their right to receive fair, clear and reliable information and services that relate to the **New Home**.

The **Code Member** will:

- Make **The Code** and other contractual documentation available free of charge to any potential **Home Buyer** in reasonable, accessible formats including:
    - Online at the **Code Member**'s website or via the Ark Warranties website (www.arkinsurance.co.uk/code.aspx)
    - Electronically as a PDF document by email or other communication such as a document sharing platform
    - As a hard copy by fax, post, in the **Code Member**'s office, **Agent**'s office, at a sales office or show home
    - Any other format that can reasonably be fulfilled by the **Code Member** (i.e., translation into another language, with larger text, braille or as an audiobook) within ten working days of the request.
- Provide and make available a copy of the **Home Buyer's Guide to The Code**.

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Be considerate to **Vulnerable Consumers** by ensuring that **Vulnerable Consumers** receive access to **The Code** and have the means to understand **The Code**. This can be achieved by providing supplementary

information or advice, such as a comprehensive list of third-party organisations, such as Citizens Advice, who can support the **Vulnerable Consumer**.

3.4. Staff Training and Customer Service

Code Members will provide training to all staff that will be engaged with **Consumers** regarding the sale of a **New Home** to **Home Buyers**. The training should include, but not be limited to:

- The scope of **The Code**
- The responsibilities of **Code Members** when engaging with **Consumers** and their representatives
- Maintaining consistent and appropriate levels of customer service with **Consumers** and their representatives
- Identifying and appropriately managing customer service requirements for **Vulnerable Consumers**
- **Training on digital communication standards, including social media and online listings.**
- **Complaints** and **Disputes**

Code Members will not develop or use high-pressure selling techniques and staff will be trained to engage with **Consumers** in a fair manner. High-pressure selling techniques include incentivising, rushing and making untrue or misleading statements that engage the potential **Home Buyer** to enter into an agreement to purchase the **New Home** under false or exaggerated pretenses.

Code Members should have customer service provisions in place that make contacting and engaging with the **Code Member** easy, accessible and free, or at a reasonable charge. **Code Members** should be contactable by email, phone and available to meet with **Home Buyers** in person.

Training should be conducted and documented on an annual basis. New members of staff should have initial training included in their inductions.

Clear guidance should be provided to any **Agent** acting on behalf of the **Code Member**.

3.5. Sales, Advertising

Code Members should provide **Home Buyers** with sales and advertising materials that are a clear and truthful representation of the **New Home** and any associated services.

The specification of the **New Home**, including but not limited to the size, cost, materials, services, amenities, local area and energy performance ratings should be accurate and the **Code Member** will not engage in any activity which would seek to mislead a potential **Home Buyer**.
Code Members will ensure that all sales and advertising materials are compliant with the appropriate code of advertising. This includes:

- UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (CAP code)
- UK Code of Broadcast Advertising (BCAP code)

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- PhonepayPlus Code for Premium Rate Services
- Other relevant codes of advertising, including (but not limited to) the Distance Selling Regulations
- Applicable statutory requirements, such as the General Data Protection Regulation (GDPR) and the Consumer Protection from Unfair Trading Regulations 2008
- Advertising Standards Authority (ASA) guidance on digital marketing, including social media, CGI imagery, and virtual tours

3.6. Health & Safety

The **Code Member** must provide appropriate provisions regarding Health & Safety for potential **Home Buyers** when visiting the **New Home** whilst works are being undertaken. The site must comply with the requirements of the Construction (Design & Management) Regulations 2015 and any revisions thereof, and should have a clear Health & Safety policy.

The **Code Member** must take account of the needs of the **Home Buyer** visiting the site, particularly **Vulnerable Consumers** who may require special provisions for access and escape.

Personal Protection Equipment, Health & Safety briefings and any other relevant guidance should be provided as appropriate.

Suitable provision must also be made regarding Health & Safety for potential **Home Buyers** when visiting a show home, the **Code Member**'s office or other relevant site, such as a manufacturer's warehouse.

3.7. Vulnerable Consumers

A **Vulnerable Consumer** is someone who, due to their personal circumstances, is especially susceptible to detriment, particularly when a company who provides goods and services is not acting with appropriate levels of care.

Code Members will ensure that all **Consumers** are provided with customer service and assistance that is tailored to their individual circumstances. Whilst this may not vary for many **Home Buyers**, **Code Members** should:

- Ensure **Consumers** understand **The Code**
- Ensure **Consumers** understand the terms of the sale of the **New Home**
- Ensure **Consumers** have the opportunity to access third parties and representatives that can assist them with making informed decisions
- Ensure **Consumers** are treated fairly

Where **Code Members** are notified of, or identify potential traits that may reasonably imply that the **Home Buyer** is a **Vulnerable Consumer**, the **Code Member** will ensure that appropriate measures are taken. This will include catering for the individual circumstances of the **Home Buyer** when considering, negotiating and entering into the contract to purchase the **New Home**.

Where **Code Members** are not experienced or unfamiliar with certain **Vulnerable Consumers**, specialist organisations should be consulted that offer specific advice that can assist the **Code Member**.

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3.8. Professional Advisors

The **Home Buyer** must appoint Professionals Advisors to act on their behalf when considering, negotiating and entering into a contract to purchase the **New Home**.

The **Home Buyer** may also appoint Professional Advisors to act on their behalf for **Complaints** and **Disputes**.

Professional Advisors may also represent **Home Buyers** during any **Dispute Resolution** process.

The **Code Member** agrees that Professional Advisor shall have the same rights as the **Home Buyer** whilst acting on their behalf and therefore entitled to the same service.

The term Professional Advisor applies to the representatives of the **Home Buyer**. Any representative of the **Code Member** is referred to as an **Agent**.

4. Selling the New Home

4.1. Pre-Purchase Information

The **Home Buyer** must be provided with sufficient pre-purchase information, in a clear and accessible format, to enable them to make an informed decision before agreeing to purchase the **New Home**. This includes consideration for **Vulnerable Consumers**, who may require tailored communication or support to fully understand the information provided.

Pre-purchase information must include:

- Details of **The Code**
- Details of the **Ark Warranty** and any other guarantees or warranties
- A specification for the **New Home**
- A written **Reservation Agreement**
- The proposed **Contract Deposit** or reservation fee
- Details of the proposed contract
- Details of the parties to the contract
- Details of the proposed fees
- Details of any management services and organisations to which the **Home Buyer** will be committed and their estimated cost

For **New Homes** which have not yet reached **Practical Completion**:

- An estimated date for **Practical Completion**
- Details of the confirmed specification at **Practical Completion**
- Details of any works which may be incomplete or outstanding at **Practical Completion** which the **Code Member** will agree to complete

The **Code Member** must also inform the **Home Buyer** of the rights to cancel prior to **Sale Completion**. The **Code Member** and their **Agents** will make the **Home Buyer** aware of any reasonable costs that will be incurred.

The **Code Member** must inform the **Home Buyer** that there is no right to cancel following **Sale Completion**.

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4.2. Reservation Agreement

The **Code Member** will provide the **Home Buyer** with a **Reservation Agreement**. The **Reservation Agreement** will:

- Clearly set out the terms of the reservation
- Must be in writing and cannot be implied or verbal
- Include the amount of the **Contract Deposit** (reservation fee)
- Confirm that the **Contract Deposit** is in respect of the **New Home**
- Confirm the total purchase price of the **New Home**
- Include a supplementary specification of the **New Home**
- Include details of the **Home Buyer**'s right to cancellation and refund
- Include details of the validity period of the **Reservation Agreement** and the period of time the **Code Member**, or their representatives, are entitled to hold the **Contract Deposit**
- Include confirmation that the **Code Member** cannot negotiate or enter into a contract with another **Consumer** for the **New Home**

By accepting the **Contract Deposit**, the **Code Member** agrees that the **Contract Deposit** will be protected and will confirm the mechanisms by which they will be protected and which party will be responsible for holding the **Contract Deposit**.

4.3 Contract Exchange

The Pre-Contractual Information reviewed by the **Home Buyer** and included in the **Reservation Agreement** will form the basis of the contract. The **Home Buyer** and their Professional Advisors will be given the opportunity to consider and negotiate any changes prior to entering the contract.

The Contract must:

- Be in writing
- Be clear, fair and in plain English
- Clearly state the details of the **New Home** agreed to in the **Reservation Agreement**
- Clearly state the details of the terms the **Home Buyer** and **Code Member** agree to adhere to
- Clearly state any and all costs the **Home Buyer** will need to pay, including the **Contract Deposit**, the manner in which it will be held and by the party responsible
- Clearly state the **Home Buyer**'s cancellation rights and the costs that will be incurred
- Confirm an anticipated **Sale Completion** date and communicate any anticipated delays
- Be entered into by the **Home Buyer** with the supervision of Professional Advisors

Any delays to the anticipated **Sale Completion** date or **Practical Completion** date must be **Proactively communicated**, including full details and updated completion dates, along with information about the **Home Buyer's** options or rights in response to those delays.

4.4. Changes to the New Home

The **Code Member** must ensure the **Home Buyer** is aware of any material changes to the **New Home** between **Contract Exchange** and **Sale Completion**. Any changes that effect the date of **Practical Completion** or **Sale Completion** must be communicated. Any changes must be considered and agreed in writing by both parties prior to **Sale Completion**.

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The Home Buyer will be entitled to cancel the purchase, without penalty, and receive a full refund of their Contract Deposit in the event the Code Member makes material changes to the New Home without their written agreement.

5. Sale Completion and Completion of the New Home

The New Home must reach; or be expected to reach without unreasonable delay, Practical Completion before Sale Completion. The New Home will be completed to a satisfactory standard and be fit for its intended purpose.

The Code Member will provide the Home Buyer with the following documentation regarding the New Home at Sale Completion:

- A Building Control Completion Certificate or Final Certificate as appropriate
- Copies of any Installation and Testing Certificates for services in the New Home
- Guidance on the operation and maintenance of any appliances and services provided with the New Home
- A specification of the New Home including drawings and plans
- A copy of the Ark Warranty including the Insurance Certificates
- A copy of any other Insurance Policies, Insurance Backed Guarantees, Product or Manufacturer's Guarantees, Architect's Certificates and Collateral Warranties that have been issued in relation to the New Home
- A "snagging list" of any faulty, incomplete or outstanding works which the Code Member agrees to complete within 18 months of Sale Completion
- Full details of any after sales services that were agreed prior to Sale Completion

The Code Member will also provide the following details in order to arrange the completion of any outstanding works:

- Primary contact name
- Primary contact telephone number
- Primary contact email or postal address
- Secondary contact name
- Secondary contact telephone number
- Secondary contact email or postal address

When visiting the New Home to arrange the completion of outstanding works, the Code Member will pre-arrange their visits at mutually convenient times with the Home Buyer. Code Members will notify the Home Buyer of who will be at the property, will carry appropriate identification, indicate for how long they will be in the property and confirm what work they will be undertaking.

The Code Member agrees to be respectful of the property and the Home Buyer and will ensure all work is completed to a satisfactory standard that is fit for its intended purpose. The Code Member will not seek to engage the Home Buyer in the sale of any further goods or services whilst present in the New Home following Sale Completion.

The Code Member agrees that the Primary Contact information can be used to raise Complaints. If the Primary Contact information is not appropriate for Complaints, the Code Member should provide a name telephone number and alternate contact method for this purpose. Code Members will not call,

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email, post or contact a **Home Buyer** unless consent has been provided by the **Home Buyer** to be contacted in such a manner.

Code Members should not provide phone numbers that will charge **Home Buyers** premium rates, or generic phone numbers that will not allow **Home Buyers** to directly engage with the **Code Member**.

6. Complaints and Disputes

6.1. Complaints

A **Complaint** is a statement made by the **Home Buyer**, whether oral or written, and whether justified or not, expressing dissatisfaction at the **Code Member**'s provision of, or failure to provide, a service under the terms of **The Code**.

Complaints must be raised with the **Code Member** within two years of the date of **Practical Completion** or **Sale Completion**, whichever date is the later. The **Complaint** must be regarding the **New Home** or related services agreed between the **Home Buyer** and **Code Member**.

The **Complaint** should not relate to the **Ark Warranty** or any matter not covered by **The Code**.

Code Members must have a clear, accessible system and process in place to manage **Complaints** made by the **Home Buyer**. This system must be responsive to the needs of **Vulnerable Consumers**, including offering tailored communication formats and support. This system and process should include:

- Who **Complaints** can be made to by confirming assigned contact details
- How **Complaints** can be made (i.e., by phone, email, in person, online, assisted submission)
- How **Complaints** will be addressed
- The timeframe in which **Complaints** will be acknowledged and considered
    - No later than 30 days to be acknowledged
    - No later than 56 days to offer a resolution

The **Code Member** must provide clear and accurate responses to the **Home Buyer**'s **Complaint** and must keep records of any **Complaint**, including correspondence, records of phone calls, site visits and measures taken to address the **Complaint**.

The **Home Buyer** will be made aware of the escalation process should a **Complaint** not be appropriately addressed. **Vulnerable Consumers** should be signposted to independent support services or advocacy where appropriate.

6.2. Disputes

A **Dispute** is an argument, disagreement or similar between the **Home Buyer** and **Code Member** following a **Complaint**.

The **Home Buyer** must have raised the **Complaint** within two years of the date of **Practical Completion** or **Sale Completion** of the **New Home** (whichever falls later). The **Code Member** must have been given the opportunity to address and resolve the **Complaint**.

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In the event of a **Dispute** that has not been addressed or satisfied by the **Code Member**, the **Home Buyer** can:

- Seek external mediation or legal resolution by a third party
- Escalate the **Dispute** to the Alternative Dispute Resolution Service

6.3. Alternative Dispute Resolution

A **Complaint** or **Dispute** can be bought to the Alternative Dispute Resolution Service in the event that a **Home Buyer** is not satisfied with the actions or the inaction of the **Code Member**, in the following circumstances:

- The **Code Member** has been notified of a **Complaint** which has not been acknowledged in writing within a 30-day period; or
- The **Code Member** has acknowledged a **Complaint** but has not provided a resolution, response or decision to the **Home Buyer** within a 56-day period from the date of notification; or
- The **Code Member** has responded to the effect that appropriate investigations need to be undertaken relevant to resolving the **Complaint**. The **Code Member** must provide a reasonable date by which a resolution, response or decision will be made.

The **Home Buyer** may raise the **Complaint** or **Dispute** to the Alternative Dispute Resolution Service where the **Code Member** fails to provide a resolution, response or decision within a 30-day period of the date agreed; or within 56 days following the provision of a written response by the **Code Member** The *Centre for Effective Dispute Resolution (CEDR),* which is independent of the **Code Member** and **Code Sponsor**, will agree the terms, conditions and processes to be followed by the Alternative Dispute Resolution Service, prior to the appointment of an adjudicator.

The following costs, awards and limits apply:

- Access to this service for **Home Buyers** is free of charge. The fee for adjudication with early settlement for the **Code Member** is £250.00 plus VAT.
- The fee for adjudication without early settlement for the **Code Member** is £600.00 plus VAT.
- Awards for emotional distress and / or inconvenience are subject to a maximum award of £1,000.
- The maximum value of any award will be 25% of the contract price of the **New Home** subject to a maximum of £50,000 (inclusive of VAT) in the aggregate for all awards.
- The **Code Member** may be ordered to satisfy and comply with a performance award that will be advised by the adjudicator, e.g. where the **Code Member** must carry out remedial works to the **New Home**.
- The **Code Member** may be ordered to satisfy and comply with any combination award, i.e. a combination of reimbursement of financial loss, compensation for emotional distress and inconvenience (subject to the limits above), and carrying out remedial works to the **New Home**.
- The **Code Member** may be referred to the Disciplinary and Sanctions Panel following the decision of the adjudicator.

All awards made by the Alternative Dispute Resolution Service are inclusive of VAT.

All costs, awards and limits stated relate to matters separately considered by the Alternative Dispute Resolution Service, unless an aggregate limited is stated.

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A new **Complaint** raised during the Alternative Dispute Resolution Service process which the **Code Member** has not had the opportunity to respond to will not form part of the Alternative Dispute Resolution Service.

Under the terms of their registration with **The Code**, the **Code Member** is required to honour any award made against them under the Alternative Dispute Resolution Service.

The Adjudicator's decision cannot be appealed against. It can only be accepted or rejected by the **Home Buyer**. Should the **Home Buyer** reject the Adjudicator's decision this does not affect their statutory rights to take further legal action outside **The Code** against the **Code Member**.

6.4. Disciplinary and Sanctions

Should the **Code Member** be subject to **Complaints**, **Disputes** or Alternative Dispute Resolution Services, the **Code Member** may be referred to the Disciplinary and Sanctions Panel, facilitated by the **Code Sponsor**.

The Disciplinary and Sanctions Panel will convene as necessary to deal with matters. The Panel will be made up of three professionals, with representatives or members from:

- The Insurance Industry (Members of the Chartered Insurance Institute)
- The Construction Industry (Member of the Royal Institute of Chartered Surveyors or equivalent)
- The Chartered Trading Standards Institute

The Panel has the right to impose sanctions on **Code Members**, including but not limited to:

- Specifying improvement plans for the **Code Member**, including a written warning
- Financial penalties equivalent to the reasonable costs incurred by the **Home Buyer** and **Code Sponsor** following a **Complaint**, **Dispute** or Alternative Dispute Resolution Service
- Suspension (time limited or indefinite) from registering **New Homes** with the **Code Sponsor**
- Suspension (time limited or indefinite) from the issuance of any further **Ark Warranty** products to the **Code Member**

Suspensions and other restrictions can be applied to Directors and Officers of the **Code Member** and associated companies, including parent, ultimate holding, subsidiaries and any entity registered where a sanction has been imposed.

The Panel reserves the right to share sanctions imposed upon **Code Members** on the **Code Sponsor**'s website, in relevant publications and with relevant third parties, including Structural Warranty providers who operate an equivalent Consumer Code.

7. Monitoring The Code

The Code and **Code Members** will be subject to annual performance monitoring by the **Code Sponsor**. The **Code Sponsor**, at its discretion, may undertake or instruct third parties to undertake:

- Annual audits of each **Code Member**
- Independent mystery shopping
- Conducting, reviewing and assessing **Home Buyer** satisfaction surveys
- Monitoring **Complaints** and **Disputes**
- Training for **Code Members**

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The **Code Sponsor** may consult with or instruct additional independent third parties, including consumer advisory bodies, to review the effectiveness of **The Code**.

The **Code Sponsor** will report annually on the effectiveness of **The Code**, with reports made available on the **Code Sponsor**'s website and with the Chartered Trading Standards Institute.

Signed *Director if Limited Company or Principal if Sole Trader / Partnership

Name	Enter Text
Signature	Enter Text
Date	Enter Date
Position*	Enter Text

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