

YOUR NEW BARRATT HOME

A HANDY GUIDE TO RESERVATION





CONGRATULATIONS

ON BUYING YOUR NEW BARRATT HOME

Thank you for reserving a new home with us. We appreciate buying a new home is the biggest investment most of us will ever make in our lifetime and with our 5 star builder rating, you can rest assured that you are dealing with one of the nation's most trusted developers, Barratt homes.

We appreciate there is a large amount to consider as part of the buying process. Commencing with the reservation of your new home, this guide is intended to help you through the whole process.

It is also part of your New Home File, a copy of which will be retained in the sales office. We will maintain contact with you throughout the process and help guide you through it. This New Home File will also contain or refer to all forms and records of information which have been provided to you so that we each have a complete and accurate record of your whole customer journey towards buying a new Barratt home.

This guide may contain matters which are not relevant to you, for example references to apartments if you are buying a house. This is to ensure the guide is as comprehensive as possible

At stages in the journey, you will be asked to sign or record your agreement to various forms confirming that information has been provided by you and by us so that there is a written record for your customer journey. This is a requirement of the Consumer Code for Homebuilders which is also contained within this file and to which Barratt subscribes. The Consumer Code for Homebuilders was introduced on April 1 2010 and sets out what any customer of a homebuilder who subscribes to it is entitled to expect. This is supplemented by the Customer Charter available on our website which sets the standards to which we aspire in relation to making your purchase of a new Barratt home as straightforward as possible.

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RESERVATION

RESERVATION AGREEMENT



In section 1 of the Home File is the Reservation Agreement which you have entered into in relation to your new home.

This Agreement confirms the plot number, development and house type of your new home, the price to be paid for it, its postal address if this is known and the further items of information which are set out below. It also records your title and name, current address, mobile numbers, emails and any contact details which are applicable to you and your partner, if buying with somebody else.

In terms of contacts, it provides that we may gather information at reservation and during the sales process and that we may use this and your contact details for the purposes of marketing and may forward your contact details to third party suppliers who are responsible for supplying certain services to your new home. You should advise the sales adviser if you do not want such contact to be made or your details to be used in this way.

It also identifies your conveyancer and new homes mortgage adviser, if you are buying with a mortgage. It is important that these are identified by the time you reserve your property as there is a limited time to exchange contracts. You do need a conveyancer or solicitor to help advise you on your purchase, in particular to explain your obligations and rights.

In the Reservation Agreement, we agree for the reservation period not to sell this property to anyone else and, provided that you exchange contracts to purchase this property within the Reservation Period, we will then agree to sell you this property under the terms of our

standard contract, at the price shown in the Reservation Agreement.

The Reservation Period is 42 days from the date of the Reservation Agreement unless a different period is agreed between us in writing.

In reserving our property, you have agreed to pay the Reservation Deposit shown in the Reservation Agreement. If you do not exchange contracts within the Reservation Period then the Reservation Agreement expires and therefore comes to an end. At that point you have a right to a return of the Reservation Deposit less certain costs which we will have incurred and which are set out in the Reservation Agreement.

We can agree to extend The Reservation Period

INFORMATION PROVIDED (DEVELOPMENT)

The other items of information which are provided to you at Reservation are:

A site plan showing the development on which your property is situated.

A leaflet showing details of the house type purchased.

We would draw your attention to the fact that the Development Information is accurate as at the date provided to you. However, it may change during the course of the Reservation Period and/or construction of your property. Your appointed solicitor will be provided with access to updated and further information concerning the development as it becomes available.

The Development Brochure contains a plan showing the location of your property. It also shows the location on site of: open space; roads which will be adopted by the local highway authority and those which will remain privately owned; parking areas if remote parking from properties is relevant; play areas; and properties which are designated by the planning consent for the development as Affordable Housing.

We would ask you to note that the location and extent of all of these may alter during the course of the development and its construction, and up-to-date details are available from your solicitor.

Also enclosed is a plan showing an extract from a larger scale Estate Development Plan. This shows the positioning of your property relative to others and more detailed information in relation to the specific part of the development on which your property is situated.





It shows in particular, positioning of street lighting and any rights which relate to your property.

In the event you have any queries in relation to any of this information, please contact or raise it with us – our sales adviser will be pleased to answer any questions you may have. It is important to us that you are fully aware of all information in relation to your property.

Where temporary arrangements apply, for example in relation to parking, then these will be explained to you.

The current location of the site compound is also shown so that you are aware of these aspects which may affect you when you first move in.

INFORMATION PROVIDED (TIMETABLE)

The Reservation Period is 42 days. At the end of this period you should be in a position to exchange contracts on your new home. The timetable provides information as to what you can expect to happen and when you can expect to obtain information from your solicitor or conveyancer so that you are ready to deal with this.

It sets out what you can reasonably expect of your conveyancer in terms of timing of the work that they have to do. It also sets out what you can expect from our solicitor. If at any time there appears to be any delay or hold up, then our solicitor will seek to address this and ensure that the process to exchange runs as smoothly as possible.

If there are circumstances which mean that you are not going to be in a position to exchange contracts at the end of the reservation period or there may be certain issues which mean that your exchange has to be conditional on other things happening, then we may be able to extend the reservation period or exchange contracts on a conditional basis. We will arrange for you to be



contacted at the appropriate time so that the options for this are explained to you.

If appropriate, we will look to enter into a specific agreement with you extending the reservation period so that you have the security of knowing that we will not sell the home you are looking to buy to anyone else.



INFORMATION PROVIDED (PROPERTY)

The House Type leaflet is for the type of property which you are buying. You should read and take note of the terms which apply to this information. As part of the reservation process you will have been shown Working Drawings, a site layout plan and a plan showing the garden levels and landscaping specific to your property.

The specification for your property setting out details of items supplied as part of it is also included. Please note that this is the basic specification for your property and there are a large number of extra items from our "choices range" which you may order for inclusion dependent upon the build stage. We would ask you to note that house type brochures and our show homes which you may have visited either before or after reservation will contain a number of additional items which are not included within the specification for your property but may be available as part of our "Choices" range. This will have been drawn to your attention in the show home, but full and complete details can be provided by your sales adviser of how to purchase any extra items from our "Choices" range.

You should also note that there is a date by which certain "Choices", which have to be incorporated within the build process, must be ordered. Should you wish to order these, please ensure you follow the guidance for doing so. If in any doubt, contact the sales adviser in good time.

The terms under which "Choices" are purchased are set out on the form for this provided to you and we would specifically draw your attention to the payment arrangements in relation to this. In the unfortunate event of you not completing the purchase of your property, they set out the extent to which the price paid for these may be refunded.

Where your property is provided with or serviced by certain services by a third party managing agent or management company and the cost of these is payable by you, an information sheet setting out details of the changes is provided. These are our current estimates, calculations which are on the sheet provided in your New Home File. These include services to maintain common areas whether landscaped or providing access, or, in apartment blocks, a number of services to be provided in relation to the common parts including the costs, for example, of any centrally provided services including heat and hot water if a district heating system is operating on this development.

The plans for your property provided and shown to you show:

- approximate room dimensions;
- details of the boundaries to your property together with walls and fences;
- any services easements within your property;



- position of any bin stores and refuse collection arrangements; and
 - for apartments, the common areas within the blocks.
- These include all items which we reasonably consider would affect your decision to purchase this property.

In the event you have any specific concerns in relation to your property, its location and/or the environment in which it is situated, you should raise these with us via our sales adviser in order that they can be noted and we can confirm the position as far as your property is concerned in relation to them. Also, if you wish to know the location of shared services such as drainage, gas or electrical services, information concerning these both outside of your property and up to the curtilage of your home itself is available on site at your request.

In relation to services, we would ask you to note that BT Open Reach is obligated to connect your property to a land telephone line to enable you to access broadband and land telephone systems. However, we are unable to guarantee that a landline will be connected to your

property at the date of completion as this is a matter beyond our control. It is outside the terms of our contract with you for the purchase of your property. We can endeavour to provide up-to-date information in relation to planned delivery times by BT Open Reach but please note that these are an estimate which is provided to us by BT Open Reach and which we pass on in good faith but over which we have no control.

Finally, we may, on occasions, have to amend or adjust certain aspects of your property. This will only be where matters beyond our reasonable control require this, such as planning requirements or nonavailability of materials or minor issues found on site.

Under the Consumer Code, we are required to notify you of these, though they will not affect, to any material extent, the appearance, value or serviceability of your home or any part of it. Notification will be made either via your sales adviser or your conveyancer. The Consumer Code, a copy of which is in your Home File, explains our obligations in this regard.





WARRANTIES

NHBC WARRANTY

Your new home comes with the 10 year Buildmark Warranty from the NHBC, which also provides that we as your builder, provide a more extensive warranty in the first 2 years. This warranty applies to your new home itself and transfers with ownership to anyone you sell it to.

OUR 2 YEAR WARRANTY TO YOU

Whilst our 5 star builder rating should provide you with peace of mind in relation to your new Barratt home, as members of the NHBC we offer a comprehensive 2 year warranty as well as providing you with the NHBC 10 year structural guarantee.

The 2 year warranty provides that we will put right any damage caused to your home by a failure by us to build to the appropriate NHBC standards.

Your home is covered by this warranty and includes:

- any part of any drainage system which serves your home and for which you are responsible as owner
- any separate or integrated garage, any other outbuilding, retaining or boundary wall which we have constructed for you before you purchased your home
- any path or driveway or your garden or any paved areas which we have included in your property
- any fixed electrical wiring or lighting system, any plumbing and heating system which is in your home when we sold it to you together with, again where we installed this before you completed on buying your home from us, any smoke alarm, air conditioning system, waste disposal unit or water softening equipment.

Your home also includes for the purposes of this warranty the first three items above where these are within areas which you share with other owners, where you are responsible for maintaining or repairing those items.

Your home includes anything which is part of it when you purchase it from us and which is fitted at completion.

This, therefore, covers the following fitted into your home by us:

- The central heating and hot water systems and fires
- Hot and cold plumbing and drainage systems and pipework (against leakage)
- The electrical system including wiring
- The kitchen units
- Sanitary ware, taps and shower doors

- Windows and doors (external and internal)
- Ironmongery
- Wardrobes
- Any renewable installations where we have fitted them (eg solar panels).

The warranty, however, does not cover any consumable items, for example bulbs and fuses, within the electrical system or any clips, heads, rubber seals or mastic within the plumbing system or which is used to fit kitchen units or sanitary ware or similar items. It also does not cover anything which causes damage because it was not properly maintained or, for example in relation to the water and heating system, or any installation, not serviced as recommended, at least every 12 months

Under the warranty we will:

- Put right, within a reasonable time and at our cost, any damage which is caused to your home which is notified to us during the warranty period.
- In the unlikely event that you have to move out of your home in order to allow work to be done, we will arrange with you to either provide alternative accommodation or meet any reasonable costs you incur as a result of this.
- Repair any damage reported to us during the warranty period even if we have not put it right during the warranty period.

We are not responsible for:

- wear and tear or a failure to carry out appropriate maintenance.
- damp, condensation and shrinkage where this does not result from our failure to comply with NHBC standards.
- storms or severe weather conditions, flooding and changes to the water table level.
- fire and smoke.

- anything which has been done to your home or your property after legal completion unless it has been carried out by us or the NHBC to meet our obligations to you.
- if you are not the first owner anything which you knew about when you purchased the home and which was taken into account in your purchase.

REPORTING WITHIN THE 2 YEAR WARRANTY

We ask that you report to us:

- Any damage present at completion should be reported to us within 72 hours.
- We provide a 24 hours a day, 365 day, a year service to you as our customer throughout the warranty period, which will mean we can arrange emergency visits where necessary to respond to emergencies, as set out in the New Home File. Our normal response time for these is 4 hours. We reserve our rights to charge for any such call outs which are made unreasonably.
- You must report any defect to us as soon as possible and provide reasonable access to allow any works to be carried out. Failure to do so may result in damage caused by delay not being covered by the warranty.

WHAT YOU MUST DO: MAINTENANCE

What we ask in return for this warranty is that you carry out all homeowners' maintenance including that recommended by the manufacturer for any item covered by the warranty. This requires that

- you put in place a service arrangement for the cylinder and boiler of your heating and hot water system with an approved Gas Safe Registered supplier who should be contacted in the first instance. Your warranty covers any defective parts for which you are liable under the terms of your service agreement.

- you also follow any manufacturer's recommendations for service of other items such as fires, solar panels and burglar alarms.
- you maintain and replace grout, mastic and similar seals designed to prevent escape of water in bathrooms and kitchens.
- you seal normal shrinkage cracks, caused by the drying out process in a new property, for example, to plasterboard where the cracks do not exceed 2mm width (4mm on stairways).

The full terms and conditions of the warranty are available from The NHBC website <http://www.nhbc.co.uk/warrantiesandcover> and are included in the New Home File. If you have any queries or questions please contact your sales adviser who will be delighted to help.



THE BUYING PROCESS

YOUR ADVISERS

You must appoint a solicitor or licensed conveyancer to act for you in relation to the purchase of your new home. If you do not have a solicitor or conveyancer who can act for you, we can provide a list of names of firms of solicitors who can represent you. We can also provide details of a recommended independent financial new homes mortgage adviser who can assist you with your mortgage requirements.

At reservation, you will be asked to specify your solicitor or conveyancer and new homes mortgage adviser or select one from the list which we make available to you. This will enable our solicitors to provide them with all the information you need in order to progress your purchase within the Reservation Period and deal with any further queries you may have.

Whoever you appoint to act as your solicitor or new homes mortgage adviser, they are appointed by you, have no connection with us and will provide you with advice. They will also be in a position to answer any

queries in relation to the legal aspects of your purchase and in respect of any mortgage arrangements. These are areas in which we cannot give you any advice as we are not registered with the appropriate regulatory authorities with whom your chosen advisers will be.

All solicitors or conveyancers whose details we make available are familiar with the timetable required to achieve exchange of contracts. Any new homes mortgage adviser we recommend is also aware of this and the availability of mortgage products which will be suitable for your requirements, whether you are buying with the "Help to Buy" Scheme or not.

BUYING PROCESS

CHOICES

During the reservation process up to exchange of contracts, and depending upon the stage of construction which your property has reached, you will be provided with further details and opportunities to make selections from our "Choices" range. Following reservation, you will be provided with access to the full range of these via the Sales Office or a secure website from which you can make an initial selection. You are then invited back into the Sales Office at a time convenient to you to review all of the information which was provided to you at reservation and through the website, and address any issues which you may have arising from that and which you want to raise with us. We can also show you samples of any "Choices" you select and discuss how these will work in your home. Only once this is done and you are happy with your "Choices", will your order be confirmed and a deposit taken, normally 25% of the cost. The balance is paid only when you complete the purchase of your new home.

PROGRESS

Such meetings will also allow us to provide you with updated information as the development, and more importantly the construction of your home, progresses. This will also provide an opportunity for us to confirm with you a number of other items all of which are shown on the pre-exchange checklist which will be completed at that visit signed by both parties and copied within your New Home File.

As your property is under construction there may be occasions when delays occur due to, for example, particularly adverse weather, availability of materials or other circumstances beyond our reasonable control. We will at all times endeavour to keep you up to date with any delays and the Consumer Code deals with your rights in relation to those.





INFORMATION

Following reservation information will also be provided via our respective solicitors or conveyancers and you should contact your appointed solicitor or conveyancer if you need any further information or advice.

When your home is nearly complete, we will obtain a certificate issued by the Council of Mortgage Lenders to that effect. We will give you 14 days' notice of the specific completion date but will endeavour to provide you with up-to-date information from time to time with our best estimate of when this will occur.

HEALTH AND SAFETY

At all points during the construction of your home, including reservation, you will be provided with key information concerning health and safety. Construction sites pose specific dangers by their very nature. The health and safety of all people who have access to any of our developments is of paramount importance and we will provide you with all the information you need in order to stay safe but we would ask you to read and abide by the rules and guidelines when visiting site, particularly if you have children or anyone with mobility issues.

TIMETABLE TO EXCHANGE

We have worked with our own solicitors and also independent solicitors and conveyancers, whose details we make available, to produce a suitable timetable for the legal process during the Reservation Period. This is provided to you as a guide to what you may expect will happen during this period, providing you with information on what you can expect of your conveyancer and ours. This again is intended to make the process as smooth as possible and for us to make sure that you are given the information you need, at the time you need it, in order to take any decision in relation to buying your home.

HELP TO BUY SUPPLEMENT

If you are using the Government's Help to Buy Scheme in relation to purchasing your home then the reservation and home-buying process is slightly different.

Firstly, the advantage of the Help to Buy Scheme, if you qualify, is that you may only be required to find a 5% deposit to allow you to buy your home, with typically 20% of the purchase price being provided by Help to Buy, so you may only need a 75% mortgage.

You will need to apply for approval to show that you can afford the repayments and in order to qualify for it your purchase has to be approved by a Home Buy Agent appointed by the Government Agency running this scheme. They will issue an Authority to Proceed with your purchase which typically takes 14 days. You need to apply for this with the Help to Buy agent. During that period any information provided to you and by you under the reservation process and any deposit you may have paid is held strictly on the basis that the Authority to Proceed is required. In the very unlikely event that the Authority to Proceed is not given then the deposit will be repaid to you and the information which you have provided disposed of. The reservation arrangement will therefore never have been formalised.

In the more likely event that you are approved, then the reservation agreement becomes binding and the 42 day reservation period commences. Unless you are notified to the contrary where the Help to Buy Scheme is used, the reservation period will start 14 days after you have indicated your wish to buy a home using the Help to Buy process. The timetable provided therefore, covering the period to exchange of contracts contained in your New Home File, applies from that date.

In order to support the loan provided by the Help to Buy Scheme, a second charge will be entered over your home which will provide security for this loan. Most lenders accept this. It will not cause you any difficulty with your mortgage though we do advise that you consult a new homes mortgage adviser for advice in relation to this. The new homes mortgage advisers, whose details are available from our Sales Advisers, are all familiar with the Help to Buy process and the home-buying process generally so will be in a position to advise you further in relation to this.

FOR USE WHERE THE HOMEBUYER HAS INSUFFICIENT TIME TO COMPLETE THE RESERVATION PROCESS ON DAY 1

It may be that for reasons beyond anyone's control you are not in the position to complete the reservation process in one go. In this event arrangements will be made for you to return to the sales office and complete

1. Based on figures produced by the Zero Carbon Hub in conjunction with the NHBC Foundation and the BRE trust.
 2. Occasionally alternative methods of heating a home may be installed.
 3. Whether your home is fitted with LZC technology is site specific. If you are unsure, or for more information, ask your Sales Adviser.
 4. For more information please visit www.fsc.org or www.pefc.co.uk

the reservation process. In this event, any reservation deposit you paid on the first visit will be held by us until completion of the reservation process and if, for any reason, this is not completed within 5 working days then your reservation deposit will be returned and neither we nor you will owe the other any obligations under the reservation agreement.

Once you have paid the reservation deposit, we will undertake to hold the property and not sell the same to any third party until the reservation process is completed provided that this is done within the 5 working day period referred to. In other words you have all the advantages of having reserved your property but if there is simply just not time for you to complete the reservation process at one sitting, rather than have this rushed through, we would ask you to come back when we can explain the home buying journey to you and provide you with all the necessary information you need to make the right decisions at the right times in relation to this.

BUYING PROCESS

Once you have reserved your new home your journey towards owning your new home has begun. We want to make this journey as smooth and seamless as possible. To assist in that we have produced this Welcome Guide incorporated into your New Home File which will help guide you during the journey by summarising and making you familiar with the procedures that apply. It sets out your responsibilities as a purchaser and our obligations to you, all of which are intended to ensure the process is as smooth as possible.

KEY STAGES

There are a number of key stages involved in buying your home which are summarised in this part of the New Home File.

These are:

- Reservation
- Finding a Solicitor
- Arranging a Mortgage
- Information provided before exchange of contracts
- Exchange of contracts
- Notice of intention to complete
- New home tour and demonstration
- Legal completion and handover

RESERVATION

Reserving your new home means that it will be removed from the market and the price at which you are able to buy it is fixed. This is for the Reservation Period which is designed to allow you time to organise your mortgage and review with your conveyancer the legal paperwork involved in buying a new home.



The reservation period is 42 days though in certain circumstances as explained previously, this agreement may be extended by specific agreement between us.

The reservation agreement sets out the key terms by which you will purchase your new home. The reservation fee which you have paid will form part of the deposit and ultimately the purchase price of your new home.

If the reservation period expires and contracts have not been exchanged or if you wish to change your mind then the reservation fee is refunded, subject to deduction of reasonable administration and legal costs we have incurred.

We will also provide you with a guide date for legal completion of your new home. The extent to which we can be precise in terms of the dates for completion is dependent upon the stage of construction reached at the date of reservation.

We will also show you where floor plans and layouts for your new home are available, as well as illustrating the options and availability of various "Choices" you can select to personalise your new home.

FINDING A SOLICITOR OR CONVEYANCER

Whilst some of the information provided by our Solicitor to your appointed Conveyancer deals with legal title and any rights that attach to your new home, we will also use this to provide comprehensive information concerning the development and your new home. This will deal with items such as any rights of way as well as planning conditions, such as provision of play areas or any other matters with which we have to comply and which relate to the development and may affect it.

We would strongly advise you to keep in close contact with your Solicitor or Conveyancer, familiarise yourself with the information which is provided to them and which will form the basis upon which you purchase your home from us.

In the event that you have any queries or questions or there are issues which are important to you in relation to your new home, then you must raise these with your Solicitor or Conveyancer who will ensure that they are adequately dealt with during the sales process.

ARRANGING A MORTGAGE

If you need a mortgage to help you buy your new home then you will need to apply for this as soon as possible, if you have not already applied for it in principle, before signing the reservation agreement.

We do recommend that you consult a new homes mortgage adviser, and again details of those who we have worked with previously are available from our sales advisers. They can assist in your application and make sure it is dealt with in good time. We are also able to help

you find out whether any specific offers are available, for example the Government's Help to Buy Scheme which may also be used.

EXCHANGE OF CONTRACTS

At the end of the 42 day reservation period, you will need to exchange contracts at which point each of us is legally bound to the other to complete on the sale of your new home to you. At exchange of contracts, an agreed deposit, normally 10% of the purchase price, is paid (5% if the Help to Buy Scheme is used). This deposit is protected under the terms of the NHBC warranty.

If contracts are not exchanged at the end of the reservation period and it is not extended by a specific agreement between us then, following its expiry, your new home will be put back on the market.

NOTICE TO COMPLETE

Whilst we will keep you informed of progress in construction of your new home following exchange of contracts, as your new home nears completion we will provide you with an anticipated move-in-date. This will be provided when we serve on you a 42 day notice of intention to complete. Whilst it is intended that this date is accurate, the completion date is not actually fixed until we serve the formal 10 working day notice to complete, which means that legal completion must take place on the date specified in that notice.

NEW HOME TOUR AND DEMONSTRATION

Once the 10 working day's notice to complete has been served, we will invite you to attend a tour of your new home when we will demonstrate all its key features. Any items you have chosen from the "Choices" range will be incorporated and the intention of the tour is to familiarise you with where everything is and how everything works. This would include operation of the central heating and hot water systems, location of main switches and the electrical consumer unit. Tips to help you look after your new home and information on what is covered in the warranties and guarantees and how they are maintained.

This is an opportunity not only for you to ask questions but for you to ensure you are happy with your new home and for us to explain what happens on the day of completion and the after-sales service which you can expect from us as a 5 star housebuilder.

LEGAL COMPLETION

This is the final stage of the buying process, taking place on the date specified by the 10 day notice to complete. On this date the balance of the monies are paid, all legal formalities are completed and we can then hand you the keys to your new home.

HANDOVER

When you get the keys to your new home, obviously you can commence moving in.

BUILD PROGRAMME AND "CHOICES"

The build programme is a timetable showing construction of your new home. Before we start any new development, our construction team provides a programme which allows construction of all of the properties in an organised and safe manner. This covers everything from laying foundations through to when legal completion occurs.

When you signed the reservation agreement, an estimated completion date was given to you. Whilst we will try and achieve this estimated date, there may be circumstances beyond our reasonable control which cause this to change. Any changes will be notified to you as quickly as possible but you do need to appreciate that projected dates are only estimated at this stage.

CHOICES

In order to personalise your home we offer a range of options for bathrooms, kitchens and many fixtures and fittings including fitted furniture should you wish to purchase them. It also covers items such as carpets where our extensive ranges allow you to choose the look of your new home, subject to build stage.

All of the choices are accessible either from our Sales Office or via a secure website, details of which will be provided to you by our sales adviser, so you can choose at your leisure.

We do recognise that you need more information and will actually want to see and feel samples of many items before you commit. Accordingly, once you have selected your "Choices" or indeed at any time, you can visit our Sales Office, look at samples of most of the products available and, only once you are completely satisfied with your "Choices", will your order for these items be processed.

When you order items from our "Choices" range, which are not included within the purchase price, you will be asked to pay a deposit of 25% of the price of these. In the unlikely event that you do not complete then this deposit would not be refunded. However, the balance of the purchase price is only payable by you when you complete on the purchase of your property on the day of completion.

Your Sales Adviser will have up-to-date information in relation to your property and the build programme. There are a number of processes involved within a build which may be affected by weather, availability of materials or labour or other matters beyond our reasonable control. Wherever possible, if these affect the likely date for construction being completed then we will let you know as soon as possible. Delays are very rare but we are confident that your new home will be worth waiting for.

DEVELOPMENT SPECIFIC ISSUES (TO BE PROVIDED BY SALES)

- 12.1 Description of Development; size, common areas, play areas, facilities etc, location of compounds and whether this is likely to move, affordable housing, likely completion date or phase completion date if appropriate.
- 12.2 Location, traffic links.
- 12.3 Management Company, services provided and location.
- 12.4 Health & Safety issues and plan, together with construction phasing and impact, including final top coating of roads etc.

ATTACHMENTS AND INCLUSIONS ATTACHED:

Reservation agreement and checklist showing.

- ✓ Consumer Code.
- ✓ Choices details.
- ✓ Development brochure and layout.
- ✓ Extract drawing from development layout showing location of plot and details.
- ✓ House type brochure/leaflet.
- ✓ Standard fixtures and fittings specification for, kitchen and bathroom.
- ✓ NHBC warranty.

Development information sheet setting out service costs including district heating charges if applicable.

Health & Safety brochure/guidelines.

THE LANGUAGE OF HOMEBUYING

You may not be familiar with all the legal and financial terms involved in the homebuying process. That's why below you'll find a list of all the key words and phrases. We've tried to explain them in as clear a way as possible so you have a better understanding of what's involved at every stage.

BRIDGING LOAN

A loan to 'bridge the gap' between the sale of your present house and the purchase of your new home when the dates don't coincide (or until long-term finance comes through from your mortgage lender).

BUILDMARK

Your newly built Barratt home is covered by the National House Building Council (NHBC) 10 year Buildmark Warranty. You will receive an NHBC (or alternative provider) booklet which contains details of the warranty cover.

COMPLETION

The last stage in the home-buying process. When the deeds for your new home, along with other documentation, are handed over to transfer ownership to you. This is called legal completion.

EXCHANGE OF CONTRACTS

(in Scotland – conclusion of missives)

The contracts are two identical documents; one is signed by the seller and the other by the purchaser. When these are exchanged, both sides are legally bound to complete the transaction.

CONVEYANCING

The legal transfer of a property from one owner to another.

COVENANT

A restriction of condition affecting the property which must be complied with by law.

DEPOSIT

A part payment of the agreed purchase price paid by the buyer on exchange of contracts (or conclusion of missives in Scotland).

DESPOSITION OR FEU DISPOSITION

(Scotland only)

A legal document which transfers ownership of a property to the buyer.

FREEHOLD

The full ownership of both the property and the land on which it stands.

INSURANCE

This is usually discussed with your mortgage adviser or lender when making the mortgage arrangement. You will need:

- Contents insurance: To work out how much cover you need for a household contents insurance policy, you need to add up the value of all the possessions in your home.
- It is recommended that any items of particular value – jewellery for example – are specified and covered by an all risks policy which applies even when the items are not in the home.
- Buildings Insurance: Cover for the bricks and mortar of your home. It is advisable to review insurance cover regularly.

LAND REGISTRY FEES

These are paid through your Solicitor to register your ownership of the property with the Land Registry. The scale of fees is fixed by the Government.

LEASEHOLD

Land held under a lease for a number of years on which ground rent is paid.

LOCAL AUTHORITY SEARCH

Carried out by a Solicitor, this establishes if your new home is likely to be affected by any planning decisions.

MANAGEMENT COMPANY

(in Scotland; factoring company)

Apartment buildings usually have a management company responsible for maintaining the main structure, common parts (e.g. stairs and hallways) and landscaped areas. On some developments, a management company may also maintain roads, street lighting and open spaces. The management company recovers its costs from each owner through a service charge.

MISSIVES (Scotland only)

The name given to a contract. Missives are letters that are exchanged by the purchaser (making an offer for the property) and the seller (accepting the offer).

MORTGAGE

Most people will need to take out a mortgage to buy a house. There are many different types of mortgages available to home buyers and your mortgage adviser will be able to explain in more detail.

MORTGAGE INDEMNITY (INSURANCE/GUARANTEE)

Your Mortgage Lender will usually require additional security if the loan is in excess of 70% or 80% of the purchase price. This involves a once only payment which can normally be added to your mortgage. The amount of the payment varies with the amount borrowed and the term of your loan.

MORTGAGE PROTECTION POLICY

An insurance policy is often arranged in conjunction with a repayment mortgage. The policy is taken out to ensure that the loan will be paid off should the borrower die before the end of the mortgage term. Insurance may also be available to protect your repayments in the event of redundancy.

MORTGAGE VALUATION SURVEY

Prior to making a mortgage offer your lender will have the property valued for mortgage purposes. You will be required to pay a fee to your lender which can vary, dependent on the purchase price and lender.

NATIONAL HOUSEBUILDING COUNCIL

A non-profit making body whose role is to both protect the home buyer and help the industry to construct good quality new homes. NHBC inspectors carry out spot checks and regular examinations on all properties at various stages of construction. The NHBC will also provide the 10 year Buildmark Warranty.

SETTLEMENT (Scotland only)

The end of the housebuying process when the deeds of your new home and other documentation is handed over in return for the payment of the agreed purchase price.

STAMP DUTY

Government tax on the purchase price of the property. Your Solicitor will automatically handle payment on your behalf.

TITLE DEEDS

The legal documents which prove ownership of your new home.

WILL

As a homeowner, it is advisable to make a will – or alter an existing one. Your Solicitor will be able to advise you.

THE CONSUMER CODE

In this document, the following words have special meanings:

AGENT

A person, firm or company used by a Home Builder to deal with any matter on their behalf (for example, an estate agent or contractor).

CONSUMER CODE SCHEME OR CODE SCHEME

The set of Requirements adopted by Home Builders along with the Meaning of words, Introduction, Scope of the Code, and the Introduction to the Consumer Code Independent Dispute Resolution Scheme, all as set out in this document.

CONSUMER CODE OR CODE

A set of requirements to be adopted by home builders.

CONTRACT OF SALE, CONTRACT EXCHANGE, LEGAL COMPLETION

The terms employed in England and Wales for the legal document used and the formal stages that occur during the sale of a property.

In Scotland these documents and stages are known respectively as **MISSIVE** (or **BUILDER'S MISSIVE**), **CONCLUSION OF MISSIVE** and **SETTLEMENT**. In Northern Ireland they are known respectively as **CONTRACT OF SALE**, **FORMATION OF CONTRACT** and **COMPLETION**. Where this document uses the terms for England and Wales, the terms for the other countries are implied.

CUSTOMER

A person making enquiries about buying a Home but who has not Reserved a Home.

HOME

A property that a Home Builder registers with a Home Warranty Body to obtain Home Warranty cover, excluding those properties listed in the Scope on the following page.

HOME BUILDER or YOU

A builder or developer of a new or newly converted Home for sale to the public, and who is registered with a Home Warranty Body.

HOME BUYER

A Customer who goes on to Reserve or buy a Home, excluding those properties listed in the Scope on the following page. For Homes Reserved or bought jointly by two or more people, the Home Buyer's rights will be joint.

HOME WARRANTY

an insurance-backed warranty that a Home Warranty Body issues to protect Home Buyers.

HOME WARRANTY BODY

Any organisation that:

- has agreed to support the Consumer Code for Home Builders Scheme;
- maintains a register of builders and developers;
- provides Home Warranty cover;
- has undertaken to enforce the Code.

Details of participating Home Warranty Bodies are available from the Consumer Code web site: www.consumercode.co.uk

INDEPENDENT DISPUTE RESOLUTION SCHEME

An independent process set up to deal with disputes where a Home Buyer believes the Home Builder has failed to meet the Code's Requirements.

RESERVATION

When a Home Buyer and a Home 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. **RESERVED** and **RESERVE** carry the corresponding meaning.

VULNERABLE CUSTOMER

someone whose personal circumstances make them especially susceptible to detriment.

INTRODUCTION – THE CONSUMER CODE

1. The Consumer Code came into force on 1 April 2010. This edition applies to all Reservations signed on or after 1 April 2017. It sets mandatory Requirements that all Home Builders must meet in their marketing and selling of Homes and their after-sales customer service
2. The purpose of the Code is to ensure that Home Buyers:
 - are treated fairly;
 - know what service levels to expect;
 - are given reliable information upon which to make their decisions; and
 - know how to access speedy, low-cost dispute-resolution arrangements if they are dissatisfied.
3. The Code applies to all Home Buyers and Homes as set out in the Scope on the following page.
4. The Home Warranty Bodies have agreed to require all their registered builders to adopt and comply with the Code as a registration condition. If a Home Builder is found to be in serious breach of the Code, Home Warranty Bodies can apply a range of sanctions. These include removal from the relevant Home Warranty Body's register and exclusion from all registers run by other Home Warranty Bodies that take part in the Code scheme.
5. Home Buyers who think they have a dispute because a Home Builder has failed to meet the Code Requirements, may refer their dispute to an Independent Dispute Resolution Scheme

6. The Consumer Code Management Board will arrange for surveys to check how well the Code is working and measure consumer satisfaction. In carrying out the surveys, the relevant sections of the Data Protection Act will be complied with.

7. To encourage Home Builders to adopt the Code and to enable the Consumer Code's Management Board to check how well it is being applied, or whether it needs to be amended or updated, the following activities may be carried out:

- Research.
- Audits, which may include audits of Home Builders' systems and documents.
- Mystery-shopping surveys.
- Annual returns or reports from Home Builders.
- Reviews and assessments of customer satisfaction feedback and complaints.
- Training for Home Builders.

8. Nothing in this Code affects Home Buyers' existing legal rights.

FURTHER INFORMATION

You can get more information, including copies of the Code documents and advice on frequently asked questions and the results of audits, surveys and adjudications from the Consumer Code web site: www.consumercode.co.uk

You can contact the Consumer Code for Home Builders secretariat by emailing: secretariat@consumercodeforhomebuilders.com

SCOPE OF THE CODE

Please bear in mind the following provisions and limitations:

1. This edition of the Code applies to all Home Buyers who have signed a Reservation agreement for a new or newly converted Home on or after the 1 April 2017 and that has been built by a Home Builder registered with one of the Home Warranty Bodies.
2. The Consumer Code Scheme covers complaints made in writing to the Home Builder by Home Buyers who have signed a Reservation agreement and believe the Home Builder has failed to meet the Code's Requirements. The Code Scheme applies to complaints made up to two years from the date on the Home Warranty Body's insurance certificate, which defines the start of the period of cover, about defects or damage caused by a breach of its technical requirements.
3. Second or subsequent Home Buyers benefit from the Code Requirements but only on aftersales matters they report within two years from the date of the Home Warranty Body's insurance certificate, as in 2 above.
4. The Code does not apply to:
 - second-hand properties (for example, homes taken by Home Builders in part exchange and re-sold;

- properties acquired by registered social landlords for rent;
- properties acquired by corporate bodies, partnerships and individuals buying more than one property on the same development for investment purposes;
- properties built by self-builders for their own occupation;
- Homes assigned or sub-sold by an investor to a third party before Legal Completion;
- personal injury claims;
- loss of property value or blight;
- claims about the land conveyed and its registered title;
- claims that exceed the Independent Dispute Resolution Scheme limits.

5. Matters better dealt with by other dispute resolution or ombudsman schemes should be referred to the relevant organisation. In such cases, these other schemes will take precedence over this Code and associated Independent Dispute Resolution Scheme.

1.0 ADOPTING THE CODE

1.1 Adopting the Code

Home Builders must comply with the Requirements of the Consumer Code and have regard to good practice guidance.

1.2 Making the Code available

The Consumer Code for Home Builders' Scheme logo must be prominently displayed in Home Builders' sales offices, those of appointed selling agents, and in sales brochures.

All Home Buyers who reserve a Home should be provided with a copy of the Code Scheme with the Reservation agreement.

1.3 Customer service: before legal completion

The Home Builder must have suitable systems and procedures to ensure it can reliably and accurately meet the commitments on service, procedures and information in the Code.

1.4 Appropriately trained customer service staff

The Home Builder must provide suitable training to all staff who deal with Home Buyers about their responsibilities to them and what the Code means for the company and its directors.

1.5 Sales and advertising

Sales and advertising material and activity must be clear and truthful.

2.0 INFORMATION – PRE-CONTRACT

2.1 Pre-purchase information

Home Buyers must be given enough pre-purchase information to help them make suitably informed purchasing decisions.

In all cases this information must include:

- a written Reservation agreement;
- an explanation of the Home Warranty cover;
- a description of any management services and organisations to which the Home Buyer will be committed and an estimate of their cost;
- the nature and method of assessment of any event fees such as transfer fees or similar liabilities.

Also, if a Home is not yet completed, the information must include:

- a brochure or plan illustrating the general layout, appearance and plot position of the Home;
- a list of the Home's contents;
- the standards to which the Home is being built.

2.2 Contact information

Home Buyers must be told how their questions will be dealt with and who to contact during the sale, purchase and completion of the Home.

2.3 Warranty Cover

Home Buyers must be given accurate and reliable information about the insurance-backed warranty provided on the Home.

2.4 Health and safety for visitors to developments under construction

Home Buyers must be informed about the health-and-safety precautions they should take when visiting a development under construction

2.5 Pre-contract information

Home Builders must advise Home Buyers to appoint a professional legal adviser to carry out the legal formalities of buying the Home and to represent their interests.

2.6 Reservation

Home Buyers must be given a Reservation agreement that sets out clearly the Reservation's terms, including, but not limited to:

- the amount of the Reservation fee;
- what is being sold;
- the purchase price;
- how and when the Reservation agreement will end;
- how long the price remains valid;
- the nature and estimated cost and of any management services the Home Buyer must pay for;
- the nature and method of assessment of any event fees such as transfer fees or similar liabilities.

The Reservation fee must be reimbursed if the Reservation agreement is cancelled. The Home Buyer must be told of any deductions that may be made. While the Reservation agreement is in force, the Home Builder must not enter into a new Reservation agreement or sale agreement with another customer on the same Home.

3.0 INFORMATION – EXCHANGE OF CONTRACTS

3.1 The Contract

Contract-of-sale terms and conditions must:

- be clear and fair;
- comply with all relevant legislation;
- clearly state the contract termination rights.

3.2 Timing of construction, completion and handover

The Home Buyer must be given reliable and realistic information about when construction of the Home may be finished, the date of Legal Completion, and the date for handover of the Home.

3.3 Contract termination rights

The Home Buyer must be told about their right to terminate the contract.

3.4 Contract deposits and pre-payments

The Home Builder must clearly explain how Home Buyers' contract deposits are protected and how any other pre-payments are dealt with.

4.0 INFORMATION – DURING OCCUPATION

4.1 After-sales service

The Home Builder must provide the Home Buyer with an accessible after-sale service, and explain what the service includes, who to contact, and what guarantees and warranties apply to the Home.

4.2 Health and safety for Home Buyers on developments under construction

Home Buyers must be told about the health-and-safety precautions they should take when living on a development where building work continues

5.0 COMPLAINTS AND DISPUTES

5.1 Complaints handling

The Home Builder must have a system and procedures for receiving, handling, and resolving Home Buyers' service calls and complaints.

The Home Builder must let the Home Buyer know of this, and of the dispute resolution arrangements operated as part of this Code, in writing.

5.2 Co-operation with professional advisers

The Home Builder must co-operate with appropriately qualified professional advisers appointed by the Home Buyer to resolve disputes.

INTRODUCTION TO THE CONSUMER CODE INDEPENDENT DISPUTE RESOLUTION SCHEME

A dispute may arise where a Home Buyer believes the Home Builder has failed to meet the Code's Requirements but it falls outside the Home Warranty Body's resolution scheme for defects or damage. If so, the dispute may be

resolved by the Home Buyer applying to the Consumer Code's Independent Dispute Resolution Scheme. This means a trained Adjudicator will review written submissions from both parties and issue a decision based on his or her conclusions. The Adjudicator will decide whether or not a Home Buyer has a legitimate dispute and has suffered financial loss because their Home Builder has breached the Consumer Code's Requirements.

The following is a summary of this process. More detailed information will be given with each application for adjudication.

COMPLAINT AND RESPONSE

1. A Home Buyer must first complain to their Home Builder and give the Home Builder the opportunity to investigate and put things right.
2. If the Home Buyer is not satisfied with the Home Builder's response, the Home Buyer should contact the Home Warranty Body that issued the warranty on their Home.

ACTION BY THE HOME WARRANTY BODY

3. The Home Warranty Body will, if appropriate:
 - 3.1 deal with the complaint under its Home Warranty policy; or
 - 3.2 if the complaint falls outside its own dispute resolution scheme for defects or damage, offer the Home Buyer the opportunity to refer the complaint to the Independent Dispute Resolution Scheme. The Home Buyer can refer their complaint to the Independent Dispute Resolution Scheme only after 56 calendar days have passed since first raising it with the Home Builder and no later than 12 months after the Home Builder's final response.

THE INDEPENDENT DISPUTE RESOLUTION SCHEME

Adjudication process

4 If a Home Buyer decides to refer a complaint to the Independent Dispute Resolution Scheme, the following adjudication process happens:

- 4.1 The Home Buyer must complete an application form and send it to the Independent Dispute Resolution Scheme with their statement of evidence and a case registration fee of £100 plus VAT⁽¹⁾. The Home Buyer's statement must contain all the information relevant to the complaint and identify the Consumer Code Requirement(s) they allege has/have been breached. The Home Buyer must also provide copies of receipts or other evidence of expenditure if making a financial claim.
- 4.2 The Independent Dispute Resolution Scheme will ask the Home Builder to respond to the Home Buyer's statement. At this stage the Home Builder may resolve the complaint without a formal adjudication – this is called 'early settlement' and costs the Home Builder a reduced case fee of £100 plus VAT⁽¹⁾.
- 4.3 If early settlement does not happen, the Home Builder must submit their response to the Home Buyer's statement along with a payment of £300 plus VAT⁽¹⁾. The Home Buyer will be given a copy of the Home Builder's response and

asked to respond if they wish. At this stage, the Home Buyer may not make any further new complaints about this adjudication.

4.4 The Adjudicator will consider both submissions and decide whether or not the Home Buyer has suffered financial loss as a result of the Home Builder's alleged failure to comply with the Consumer Code. Both parties will be expected to have acted reasonably and to have controlled their costs.

4.5 The Adjudicator will make a decision and send it to both parties. The decision may be a performance award (where the Home Builder has to do something) or a financial award (where the Home Builder has to pay the Home Buyer money) or a combination of the two. The maximum value of the combined award available under this adjudication scheme is £15,000 including VAT.

4.6 The Adjudicator may make a discretionary award for inconvenience, up to a maximum of £500. They will do so if, in their sole consideration and opinion, the Home Buyer has been caused more than minor inconvenience as a result of the complaint and/or how the Home Builder handled it. The Home Buyer may not receive an award for inconvenience alone if the Adjudicator does not find a breach of the Code. The Home Buyer may not receive an award for emotional upset and stress as awards will be judged as a matter of fact and on the resulting financial loss. The £15,000 maximum award includes any award for inconvenience.

4.7 The Adjudicator will also decide whether or not the Home Builder must reimburse the Home Buyer their case registration fee. This will be in addition to the award referred to in 4.6.

4.8 The Adjudicator's decision cannot be appealed; it can only be accepted or rejected by the Home Buyer.

AWARDS: ACCEPTANCE, REFUSAL AND LIABILITY

5. Under the rules of registration, the Home Warranty Bodies require each registered builder to honour any award made against them under the Independent Dispute Resolution Scheme. If the Home Buyer accepts the award, the courts will usually recognise this as evidence that the Home Buyer's claim was valid.
6. If the Adjudicator makes a financial award and the Home Buyer unconditionally accepts it in writing, the Adjudicator must give the Home Builder written notification of this. The Home Builder must pay the award to the Home Buyer within 20 working days of the date of the Adjudicator's written notification.
7. If a Home Buyer refuses to accept the award, any subsequent legal action is likely to take account of the adjudication decision.
8. A Home Builder remains liable for an award, even if they are removed from a Home Warranty Body's register.
9. The Consumer Code's Independent Dispute Resolution Scheme is independent of the Home Warranty Bodies. Adjudication decisions made under the Consumer Code's Independent Dispute Resolution Scheme are not insured under the Home Warranty Bodies' Home Warranty schemes.

⁽¹⁾ Case fees are subject to annual review.

TERMS OF RESERVATION

1. PRICE

The Basic Reservation Price shown on page 1 remains valid until the Reservation Expiry Date.

2. RESERVATION DEPOSIT

The Reservation Deposit will be used in part payment of the Contract Deposit should you proceed to exchange Contracts for the Purchase of the Home. Until contract exchange your purchase is subject to contract.

3. RESERVATION EXPIRY DATE AND RESERVATION PERIOD COMMENCEMENT

- In the event that the Reservation Agreement is not completed on the date shown on page 1; or; if the purchase is to proceed utilising the Government Help to Buy Scheme:
The Reservation Agreement shall commence on the date, in the first case, the Reservation Agreement is completed (provided this is within 5 working days of the date shown on page 1; and; in the second case on a date 14 days after the date shown on page 1.
- Pending completion of the Reservation Agreement, or where the Help to Buy Scheme is to be utilised during the agreed 14 day period, we will remove the property from the market. We will only do so until the Reservation Agreement is completed and for a maximum of 5 working days or for 14 days in the event of the Help to Buy Scheme being utilised.
- If the Reservation Agreement has not been completed within the 5 working day period, or if an Authority to Proceed utilising the Help to Buy Scheme has not been received within the 14 days period, then the Reservation Agreement will lapse and we will refund the Reservation Deposit in full without deduction and neither party will owe any rights or obligations to the other.
- The Reservation Expiry Date – which is the date on which contracts must be exchanged – may only be altered by written confirmation from us to you or your Conveyancer specifying a new Reservation Expiry Date which is also a new date for exchange of contracts.
- In the event that contracts are not exchanged by the Reservation Expiry Date (including any amended date specified) then the Reservation Agreement will be deemed to have expired without any notice from us to you and we will return the Reservation Deposit less those costs referred to in paragraph 8 below within a reasonable time.

4. PURCHASE COSTS AND EXPENSES

You are responsible for your own purchase costs and expenses unless otherwise stated and agreed.

5. MODIFICATIONS

We are entitled to make minor modifications and variations to any layout plan of the development and are not bound to any plotting or general scheme of development as may from time to time be shown on any plans seen by you prior to or as at the date of this reservation. However, major changes which must only be made with the consent of the local planning authority will be notified to you before or at the point of reservation.

6. CHANGES WE MAKE TO THE DESIGN OR CONSTRUCTION OF YOUR HOME.

If after exchange of contracts we propose a change to the design or construction of the Home we will notify you in accordance with the Consumer Code for Homebuilders (the Code) and you will have the rights set out in the Code.

7. FINANCIAL ADVICE

We are not qualified to offer financial investment advice within the meaning of the Financial Services Act and you must obtain your own advice. We are able to recommend a New Homes Mortgage Advisor if you wish.

8. RESERVATION AGREEMENT

You have the right to cancel this reservation at any time before the Reservation Expiry Date/Exchange of Contracts, If this agreement expires as you have not exchanged before the Reservation Expiry Date or any agreed extension to that date, or if you cancel then we may deduct from the Reservation Deposit the following sum or sums (plus VAT where applicable):

- (i) A contribution towards administration costs and management time in dealing with your reservation and its cancellation of £50.
- (ii) If solicitors have been instructed, a contribution to legal costs and expenses of £100.
- (iii) If we have begun the legal process of purchasing your property in part exchange, a contribution of £100 towards the legal costs.
- (iv) If you use our Movemaker scheme a contribution of £500 toward any estate agency fees actually incurred by us.
- (v) If we use our Movemaker scheme a contribution of £100 toward any final valuation fees actually incurred by us.
- (vi) If we have been charged by our supplier as a result of your cancellation of Movemaker then we will deduct a contribution towards these charges up to £299.
- (vii) If we have commissioned an Energy Performance Certificate for your property a contribution of £50 toward the cost of that Energy Performance Certificate.
- (viii) If we have paid for a RICS Survey of your property, the cost of that report.

9. YOUR RIGHT TO TERMINATE

Weather, supply shortages and other matters outside our control can delay the construction of your Home. However, we understand your need for some certainty and in our contract of Sale we set out your rights under the Code to terminate where there is an unreasonable delay in finishing the construction of the Home or where we make significant and substantial change to the design or construction of your Home which is unacceptable to you.

IMPORTANT NOTES

This Reservation Form confirms:

1. That you have read the first part of the reservation guide which sets out the process for reservation of your new Home. That you have been provided with the documents listed and that any amendments to the documents provided in relation to your property have been explained to you, with all the information you have requested in relation to these amendments having been provided to you.
2. That the Reservation Period is as recorded on the Reservation Form and that it may only be extended by written confirmation from us recording this. On expiry or at any time after that the agreement lapses and we may, without notice to you, agree to sell the property to a third party and other than to refund the portion of the Reservation Deposit on expiry we have no other obligation to you in relation to the property.
3. In respect of the documents and plans provided or shown to you:
 - 3.1 The Development Brochure and the plans given to you show the layout of the development and specifically that it records areas of open space, location of private roads and roads which will be adopted, the location of any SUDS (sustainable drainage system) or similar drainage scheme, the location of a play area and the location of affordable housing designated by the planning consent for the development.

You also acknowledge that the location of each of the above may alter during the course of the development but details of any alteration will be made available to you by information provided to your solicitor, as per the consumer code.
 - 3.2 The House Type Brochure/leaflet has been provided. This together with any amendments to this as shown in the working drawings relevant to your property shown to you shows the approximate room dimensions, layout of kitchen and bathroom and a description of the elevations to the property. Again you acknowledge that some minor changes to this during the course of construction may be made and will be notified to you either via your solicitors or by site.
 - 3.3 A detailed plan of the area of the development on which your property is situated has been provided and you have had explained to you the detail of the area immediately surrounding your property and in particular:

Drawings showing the dimensions of your plot (the plan being to scale), the type of wall or fence surrounding your plot (if any), the nature and location of any access arrangements to your property and any parking space belonging to it have been shown to you.

Drawings with the levels and landscaping arrangements in place for your garden (if applicable) and the actual plot area being conveyed to you have also been shown to you.

3.4 (Apartments Only)

The communal areas consisting of hallways, stairwells, lifts, access points and rights of way together with any communal facilities such as gym.

3.5 The basic specification for the property with any alterations agreed at this stage being recorded on the reservation form.

4. If you have visited a show home on this or any other development you recognise that the show home will have within it a number of additional items and extras which are not part of the basic specification and therefore will not be provided with your property. They may not all be available but if they are then they may be ordered specifically from our Choices range. Your property may differ in terms of its appearance or layout from that within the show home in accordance with the House Type Brochure/leaflet as amended and/or as explained and recorded on the Reservation Form.

5. You also confirm having been provided with the Information Sheet with the Reservation Form which provides details of those services to be provided to your property for which payment is due from you, together with our current estimate of the sum which will be due from you by way of service charge for the respective services.

In addition if the development is served by a district heating centre you confirm that it has been explained to you that you are required to obtain heat and hot water from this, the approximate cost of which is also provided within the information sheet and that you may be required to enter into an agreement direct with the operator of this district heating centre to obtain and pay for heat and hot water which will be provided to your property.

6. You also confirm that the Information Sheet sets out the details of the type of ownership applicable to your property in terms of whether it is freehold or leasehold and details of any ground rent which may be payable.

7. You also acknowledge that other than as specifically set out on the documents recorded on the Reservation Form no representations have been made to you nor do you rely upon any information or representations provided to or made to you in relation to your property before or at any stage during the reservation process. Also that in accordance with the Consumer Code if you do seek to rely upon any such representations made at any time prior to exchange of contracts then you need to notify these to your solicitor and request them to seek our confirmation that you may rely upon these.

8. For the avoidance of doubt and subject to the requirements of the Consumer Code minor amendments may be made to your property, the development and any programme for construction may also be altered. You may be informed of any such changes following reservation and prior to exchange of contracts and you shall be deemed to have reserved on the basis of such amended information. Any such changes following exchange of contracts may be permitted in accordance with the terms of the contract by which you are purchasing the property.

9. You have agreed to our use of personal information including financial information you provide for the purposes set out in The Reservation Form which will include assisting in progressing the sale to you of your New Home, for use by third party contractors or suppliers to provide goods or services to your house and, if you agree, for use by us and third parties in improving marketing of our products and services. We will also use that provided by you through the Help to Buy process, if used, to progress a sale involving that Scheme.

10. Information concerning your home and affecting the Development will be provided to your Conveyancer, you should ensure you review this and raise any queries or requests for further information through them.

11. Broadband: Connection of a telephone landline is the responsibility of Open Reach and unfortunately is not a matter within our control. We have provided Open Reach with the information they need to connect your property, but connection cannot be guaranteed at completion. We will provide anticipated connection dates when they are known.

You should appoint professional legal advisers to carry out the legal formalities of buying your Home and to represent your interests in all aspects of the transaction including examining the terms of the contract, formal exchange of the contracts and legal completion. You may select your own solicitor or we can recommend a solicitor who is familiar with our contract terms and processes from a list we maintain for our customers. The choice is yours.

RESERVATION PERIOD AND TERMS

You have paid us £0 by Debit Card/Credit Card (as a reservation deposit) in return for which we will reserve the Home, subject to contract, and not seek to increase the price of the Home and sell or attempt to sell the Home to another Buyer until after __ / __ / __ (the Reservation Expiry Date).

In the event that we shall not have exchanged contracts for the purchase of the Home by the Reservation Expiry Date this Reservation Agreement shall terminate.

The Reservation Agreement is subject to the terms included which explain your rights to cancel the Reservation Agreement at any time during the Reservation Period. It is important that you review the Reservation Forms, Terms and Conditions and the Important Notes and are happy to proceed with the Reservation Agreement which has been discussed with our Sales Advisor.

How information about you will be used:

We collect and store securely personal information when you complete the reservation form and during the sale to you, including the Help to Buy process if used. We and our group of companies will use your personal information to provide products and services requested by you, maintain home warranty records, to assist in the sale process, and, if you agree, to send you marketing information. We also pass this to third party contractors or suppliers who will supply goods or services to your New Home. We also collect information through the sale process and when you voluntarily complete the customer surveys or provide feedback to help improve our products and services.

For more information explaining how we use your information please see our privacy policy at www.barrattlondon.com – or Barratt Homes

We and our group of companies would like to send you information about our products and services by post, telephone, email and SMS. If you would not like to be contacted, please enter the relevant information below:

Post: _____

Phone: _____

Email: _____

SMS: _____

If you have any questions about the information we hold about you, please contact our Data Protection Compliance Officer at Barratt Developments PLC, Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire LE67 1UF

CONFIRMATION OF AGREEMENT

By paying the Reservation Deposit referred to above you agree to enter into the Reservation Agreement and confirm that you have received the information referred to in it. Also that the information you have been given reflects the terms explained to you and the documents provided for the purposes of reserving your new home.

This also confirms that you have completed or agreed with the details completed within the Reservation Agreement concerning you and the necessary consents to use of any personal information.