GUIDE

The New Homes Quality Code, v1 to v2.

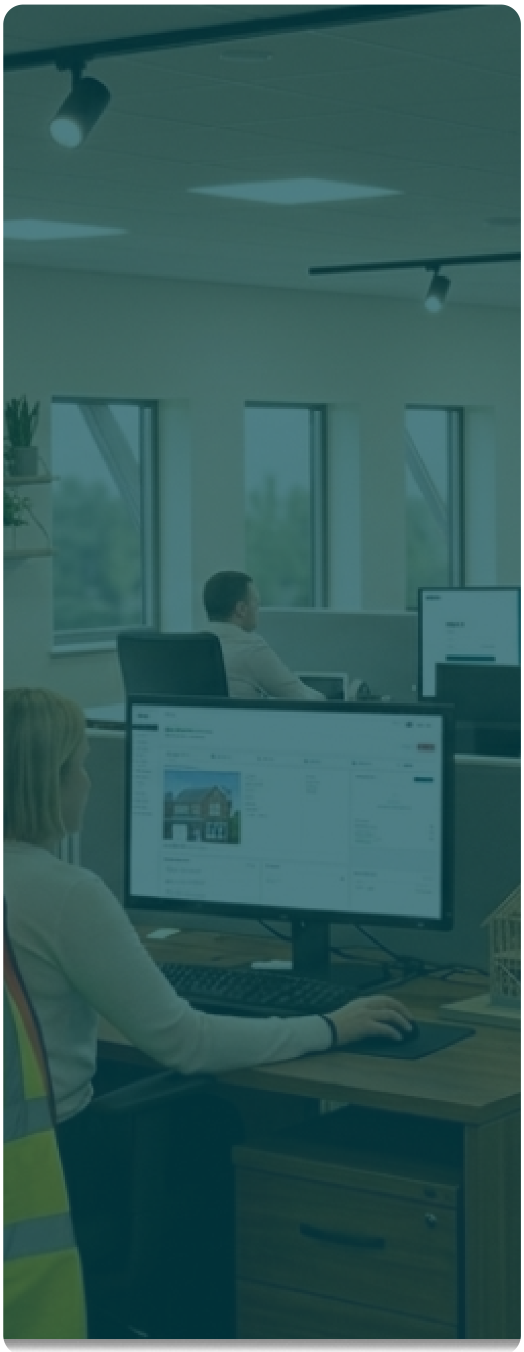
2026

What changed on 2 March 2026, and what it costs to ignore. A guide for registered developers, principal contractors and housing providers.

Ubrix | ubrix.co.uk · July 2026

TABLE OF

Contents.



ABOUT THIS GUIDE

The New Homes Quality Code Version 2 was published on 2 March 2026, the first substantive update since the Code launched in 2023. It is not a rebuild; it is a sharpening. Around twenty targeted improvements together move the balance of protection further toward the customer and raise the evidence bar for developers.

This guide is written for the people who have to deliver it: sales and marketing leaders, customer care directors, build directors, compliance leads and the principal contractors on their programmes.

Five areas of change

Marketing and misleading information; reservation and sales; affordability and cost; pre-completion inspection and defects; and complaints. We cover each in turn, then the operating model that keeps developers on the right side of the Code.

SECTION 01

Executive summary.

Version 2 of the New Homes Quality Code applies to homes reserved on or after 2 March 2026. It runs alongside Version 1 during a transition: homes reserved before 2 March 2026 continue under Version 1, and the two versions will be live together in most developers' books for years. Both cohorts fall under the New Homes Ombudsman Service, but under different rules.

The character of Version 2 is procedural, not philosophical. The Code's twelve customer-facing commitments are unchanged. What has changed is the evidence: dozens of 'should give' obligations have been upgraded to 'must give', and several disclosures that were left to the developer's judgement are now prescribed in content and timing. Room-by-room size disclosure, five-year cost information, referral fee transparency and time-bound event cooling-off periods are the clearest examples.

The operational consequence is straightforward. Every reserved plot now generates more evidence than under Version 1: what was told to the customer, when, and in what form; what the reservation agreement stipulated; what changes were agreed and how they were confirmed; how the pre-completion inspection was carried out and by whom; how defects were resolved and inside what timescale. Developers with plot-level records already in place absorb Version 2 as configuration. Developers running the customer journey through spreadsheets, shared drives and email threads absorb it as risk.

2 Mar 2026
Version 2 applies to homes reserved on or after this date

20+
targeted improvements to Version 1

5 years
cost horizon in the affordability schedule, down from ten

The evidence bar is what moved

The Code did not get harder; it got more explicit. The bar is the same, but the evidence bar rose. Under Version 2, the developer's ability to prove what was said and done, per home, is the compliance question.

AT A GLANCE

The headline changes.

A summary of every material change. The rest of this guide expands each one.

AREA	VERSION 1	VERSION 2
Applies to	Homes reserved before 2 March 2026	Homes reserved on or after 2 March 2026
Misleading information	Marketing must not be misleading	Extended explicitly to photography, CGI and video
Room and home size	Must properly inform customers about size	Every room and the whole home stated in m^2 or sq ft
Affordability schedule	Ten-year cost projection	Five-year cost projection
Drip pricing	Not specifically addressed	Prohibited. All reasonably expected costs in the headline price
Referral commissions	Must be disclosed	Nature, amount, recipient and activity disclosed in writing before purchase
Time-bound sales events	Cooling-off protection general	Seven-day cooling-off window even where the incentive would otherwise expire
Reservation agreements	Should not sign until relevant facts available	Must not sign until relevant facts available
Shared spaces and roads	Not specified	Reservation must state how shared spaces, roads and amenities will be managed
Pre-completion inspection	Customer can appoint a professional	A professional, or the customer using the NHQB checklist
Defects at pre-completion	Developer response expected	Breaches resolved before completion or within 30 days
Excluded claims	Loss of value, blight, personal injury, out-of-scheme	Loss of value only excluded where the cause is outside developer control
Systemic failures	Case by case	Explicit discretion to treat recurring failures as organisation-wide

Read the right column as an evidence list

Almost every Version 2 change asks the developer to hold a record rather than form a judgement. The question is no longer whether the process is sound, but whether the plot file shows it.

SECTION 03

Marketing and misleading information.

Version 1 of the Code prohibited misleading information. Version 2 defines what that means in a market where most homes are sold long before they exist. The not-misleading obligation is now stated explicitly to cover photography, CGI, video and every other visual representation used in marketing. If it appears in a brochure, on a hoarding, on the website or in a video walk-through, it must not create an impression that will not be borne out on the day the customer moves in.

The room and home size rule is the most operationally consequential change. Under Version 1, developers had to inform customers about the size of the home; the method of measurement and the level of detail were unspecified. Under Version 2, descriptions must state the size of each individual room and the size of the whole home, in either square metres or square feet. That has to be right for every house type on every site, in every material the customer sees, and it has to survive later specification changes.

Marketing outputs are now compliance artefacts. Room and home sizes must come from a single source of truth per house type, re-verified whenever the house type changes; the plot record is the natural place for this to live.

WHAT THE NOT-MISLEADING RULE NOW COVERS

Written descriptions covered since v1	**Photography** explicit in v2	**CGI** explicit in v2	**Video** explicit in v2	**Room + home sizes** m² or sq ft in v2

‘Impression only’ is no longer a defence

If your marketing material and your as-built home diverge, you can no longer argue the brochure was impression only. Version 2 puts photography, CGI and video inside the not-misleading rule.

SECTION 04

Reservation and sales process.

Version 2 tightens the reservation stage in three directions: what has to be true before the customer signs, what has to be disclosed while they are deciding, and how time pressure can be used.

Language has been upgraded throughout the reservation schedule. Where Version 1 said developers and customers 'should not' sign a reservation agreement until all relevant facts were available, Version 2 says they 'must not'. This applies across the schedule and closes off the argument that a reservation was valid in the absence of key information.

Reservation agreements now have new mandatory content. They must state how shared spaces, roads and amenities on the development will be managed, whether by the local authority, a management company, a resident-run structure or another arrangement, so the customer understands the long-term ownership and cost structure of what surrounds their home.

Time-bound sales events, such as launch weekends, are subject to explicit rules. Where a developer offers an incentive during a time-bound event, a customer who attended must be given seven days to consider the purchase, and the incentive must be held open for them for that period, even where the offer would otherwise have expired. The individual property may still be sold to another buyer if a competing reservation lands first, but the incentive itself remains available.

Referral commissions have moved from 'disclose the existence' to 'disclose the substance'. Developers must set out, in writing and before the customer commits, the nature of the referral, the expected amount, who will receive it and for what activity. Recommendations to solicitors, financial advisers, mortgage brokers and other professionals all fall inside this.

THREE DIRECTIONS

1. **Before signing**
   All relevant facts available; shared-space management stated in the agreement.
2. **While deciding**
   Referral substance in writing: nature, amount, recipient, activity.
3. **Under time pressure**
   Seven days to consider; the event incentive held open throughout.

7 days to consider
after a time-bound sales event, with the incentive held open.

No record, no defence

Every reserved home now generates a record: what was told, when, by whom, and in what form. The reservation file is where a Version 2 complaint is won or lost.

SECTION 05

Affordability and cost information.

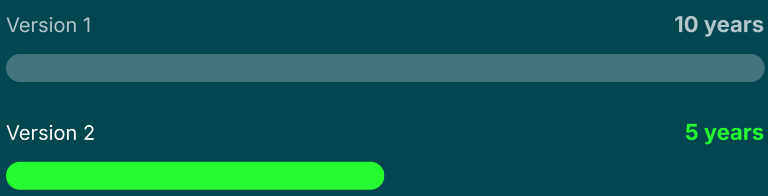
Version 2 rewrites how the true cost of homeownership is communicated. Two changes stand out.

Drip pricing is banned. Every cost that a customer would reasonably expect to pay must be included in the headline price from the outset. Ground rent, service charges, estate management fees, additional legal costs and similar recurring or unavoidable charges cannot be revealed progressively as the customer proceeds through the sale.

The affordability schedule has been shortened, not softened. Version 1 required indicative cost estimates for a ten-year horizon. Version 2 reduces this to five years. The shorter window is more useful precisely because it is closer to the customer's planning horizon: it forces developers to be specific and defensible about the near-term running cost of the home rather than modelling a decade of assumptions.

Together with the referral disclosure rule, these two changes reshape the pre-reservation conversation. The customer should now be able to see, on one page, the total headline price, the recurring costs for the first five years, and the substance of any referral incentives the developer receives from third parties in the transaction.

THE COST HORIZON, SHORTENED



0

costs may be revealed after the headline price. Drip pricing is prohibited outright.

A prescribed disclosure

The affordability picture is no longer the developer's to frame. Under Version 2 it has a defined content, a defined timing, and an audit trail attached to it.

SECTION 06

Pre-completion inspection and defects.

Pre-completion inspection was one of the strongest customer protections in Version 1 and has been strengthened further in Version 2. The right to appoint an independent professional to inspect the home before legal completion is retained. Added to it is a new right for the customer to carry out the inspection themselves using the NHQB's Pre-Completion Inspection Checklist, downloadable from the NHQB website. That checklist becomes the reference standard for what a self-inspection covers.

More significantly, Version 2 sets out what happens next. Where an inspection identifies issues that breach warranty technical standards, the developer is responsible for addressing them. The expectation is resolution before legal completion. Where that is not possible, resolution must follow within 30 days. This is the clearest defect-resolution timescale in the Code to date and applies whichever route the customer took to inspection.

The Code is also clearer about what constitutes a complete new home for the purpose of handover. Apartments and flats are complete when all rooms, spaces and facilities in the specific dwelling are finished for their designed purpose, the building has safe entrance and emergency exit routes, and any remaining work does not affect the owner's ability to live safely in the home. Handover with outstanding work now carries a documented schedule of incomplete work and a timescale.

INSPECTION TO RESOLUTION

1 **Inspection**
A professional, or the customer with the NHQB checklist.

2 **Breach identified**
Warranty technical standards set the threshold.

3 **Resolve pre-completion**
The default expectation.

30 **...or within 30 days**
The outside limit where completion comes first.

Defined process, defined outcomes

The developer's response to inspection, and the time taken, are now measurable, and measured. A plot without a dated inspection and resolution record cannot demonstrate compliance.

SECTION 07

Complaints and the Ombudsman.

The changes to how the New Homes Ombudsman Service can act are subtle but material. Version 1 excluded claims for loss of value, blight, personal injury and matters outside the scheme rules. Version 2 keeps the broad exclusions but narrows the loss-of-value carve-out: claims for loss of value are only excluded where the cause of the loss is market conditions or other factors outside the developer's control. Where a loss of value is caused by a breach of the Code that is within the developer's control, the Ombudsman has discretion to consider the claim.

Version 2 also adds two new categories to the excluded list: claims that could be dealt with through the structural warranty, and claims relating to the tenure or occupancy status of other properties on the development. This appears to close a route the Ombudsman had previously used to consider issues around the location of affordable housing on a scheme.

Most importantly for developers with recurring process failures, Version 2 gives the Ombudsman clearer scope to treat repeated failures as systemic rather than isolated. Where the same failure appears across multiple complaints from the same developer, the response is no longer to resolve each complaint in isolation; it is to treat the pattern as evidence of a wider operational failure and address the developer, not the individual case.

NARROWED

Loss of value

Excluded only where the cause sits outside the developer's control.

ADDED

Two exclusions

Warranty-serviceable matters, and the tenure of other homes on site.

WIDENED

Systemic discretion

Recurring failures addressed as one organisation-wide failure.

Your book, not just the file

Repeated failures become organisational failures. The strongest defence is not case-by-case dispute; it is process evidence at scale.

One record per plot.

Ubrix is the plot lifecycle platform for UK housebuilding. Every plot carries a single record covering sales journey, build programme, energy compliance, handover and aftercare, from reservation to the end of the defects period.

Marketing and reservation as evidence

Room sizes, headline price, affordability schedule, referral disclosures and reservation-time facts sit on the plot record and travel with the home. Recoverable in seconds, not weeks.

Inspection with a timer

Inspection outcomes, defect lists and resolution actions attach to the plot and stage, with the 30-day rule enforced by the system, not by memory.

Aftercare that meets v2

Smart Triage routes inbound snags, Auto-Assign sends jobs to the default contractor, Home Assist lets residents self-resolve. All evidenced against the plot. From SME to 4,000-plus-unit programmes, priced per plot.

See Ubrix in action

Visit ubrix.co.uk

Sources: New Homes Quality Code Version 2 (NHQB, March 2026); NHQB register of developers; Brodies LLP, Walker Morris, Thomson Snell & Passmore and Brickkickers commentary. Verified July 2026.