

The purchase of a newly-built property is a completely different experience than dealing with the conveyance of an existing property.

We at Linder Myers have specialist lawyers who are experienced and familiar with the procedure and legal documentation associated with a new build. Via our Case Management System and Internet based case tracking systems we are able to ensure that the transaction proceeds speedily so that any reservation deadlines set by the builders are met. All our searches are processed on-line to reduce delays.

1. Planning Permission

Your property lawyer needs to check that planning permission has been granted and whether the planning conditions have been, or will be, complied with.

2. Building Regulation Consent

The Building Regulations control the method and materials to be used in the construction of the property. Your property lawyer needs to check that proper consent has been granted by the Council. The lack of building regulation consent may suggest that the building has not been constructed to proper standards.

3. Structural Guarantee

It is important that some form of structural guarantee is offered when you purchase the property. Without this you will not be able to secure a mortgage. Also, if at a later date any structural defects develop, you may not be able to obtain compensation from the builder who may no longer be in business; a structural guarantee from an independent third party such as the NHBC is thus essential and will inevitably be a condition of your mortgage.

4. NHBC Buildmark Scheme

This provides a two-part guarantee;

- (a) The developer agrees to be responsible to remedy all defects which occur within 2 years of purchase. In case of default the NHBC will itself step in.
- (b) After the first 2 years the NHBC provides an insurance-style guarantee that will rectify structural defects arising in the house during the next 8 years. Structural defects are defined to exclude, for example, defective plasterwork and decoration.

It is essential when buying a new property that your property lawyer checks;

(a) That there is a term in the contract indicating the Builder is registered with NHBC and will continue to be so until completion

(b) That on exchange the builder will offer to enter into a 10 year guarantee

(c) That despite the above contractual terms the builder/ developer is actually registered with the NHBC

5. Estate Roads

The roads serving the property will be new and are unlikely to yet be the responsibility of the local authority. It is important therefore that your property lawyer checks that there is a binding legal agreement in place to ensure the Local Authority will adopt the road in the future, or alternatively that the Local Authority have already agreed to maintain the road otherwise you may be liable for road charges in the future.

6. Drains and Sewers

Similar problems can also apply with drains and sewers. Again, your property lawyer needs to check that there is a valid legal agreement in place for the Water Authority to assume responsibility for maintaining the sewers in the future, or that they have already accepted responsibility for them.

8. Easements

Checks need to be made that there are relevant easements. These must include:

- (a) rights of way over all the estate roads until adopted
- (b) rights to use the drains and sewers
- (c) rights to use all pipes and cables for all services, e.g. gas, electricity, water, telephone etc.
- (d) rights of access to maintain all of these

9. Reservations

The legal contract should also provide for rights for you to go on to adjoining property to maintain and repair any pipes, sewers, walls etc..

10. Covenants

New covenants will be created in the legal documentation (e.g. to use the property only for residential purposes) and some of a positive nature (e.g. maintenance of boundary fences). Your property lawyer needs to check that these covenants are not too onerous and that they will not affect your enjoyment and proposed use of the property.