

## Our terms

### 1. These terms

**1.1 What these terms cover.** These are the terms and conditions on which we supply our services.

**1.2 Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide our services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

### 2. Information about us and how to contact us

**2.1 Who we are.** The Professional Snagging Company Ltd a company registered in England and Wales. Our company registration number is 12387145 and our registered office is at 83 Ducie Street, Manchester M1 2JQ.

**2.2 How to contact us.** You can contact us by telephoning our customer service team at 0161 210 3766 or by writing to us at the address given above or by email on *info@snaggingcompany.com*

**2.3 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

**2.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 3. Our contract with you

**3.1 How we will accept your order.** Our acceptance of your order will take place when an email notification is sent from us that you and we have entered into a contract, at which point a contract will come into existence between you and us. We will then send you an invoice for the balance of the cost of our services.

**3.2 If we cannot accept your order.** If we are unable to accept your order to carry out services on the provisional date you have indicated in your order, we will inform you of this in writing and will not charge you.

### 4. Providing the services

#### 4.1 Inspection date

We will carry out our inspection on the date agreed with you.

If you subsequently wish to change the inspection date and this request is made within 2 days of the original inspection date, we will charge you a further deposit of £45 which must be paid immediately.

If you cancel the inspection you will be liable for costs, as per the schedule set out in section 6. This does not apply if the statutory cancellation rights apply as set out in clause 5 below.

#### **4.2 Extent of services**

We will carry out a pre-completion snagging inspection of the property in accordance with your order. The Surveyor will be following the inspection level detailed within the RPSA New Build Survey Inspection & Reporting Standards v1.4 Nov 2021.

The inspection may include: windows, glazing and doors, internal walls and joinery, tiles and sanitary ware (baths, shower trays, basins, taps, sinks, towel rail), services (lights, sockets, wiring, consumer unit, extractors, heating, door bell), appliances (cooker, hob, fridge, freezer, dishwasher, washing machine), external walls, vents and drains, chimney, roof and gutters, garage, balcony and porch, health and safety (scaffolding, roads, footpaths, tidiness).

The findings report upon an accepted benchmark quality standard, as identified within The Code, as published by New Homes Quality Board (NHQB). The findings in the report are final. No amendments will be made after the report has been published.

We will carry out a post-completion inspection of the property in accordance with your order. The inspection may include: internal joinery, woodwork, ironmongery, plastering, dry lining, paintwork finish, application of sealants, mastic, ceramics, sanitaryware, showers and screens, plumbing, basic checks to the heating and hot water systems, electrical outlets, switches, lights and consumer units, kitchen appliances, kitchen installation, worktops, windows, glazing, locks, sills and extraction connections, boundaries, walls, fencing and gates, soft landscaping, turf, slabs and retaining elements, driveways, footpaths access and egress, brickwork, masonry, render, mortar and openings, guttering, downpipes and boiler outlets, external application of sealants, mastic, upvc windows and doors, garages, brickwork, doors and slab, meter boxes, manholes, inspection chambers, porches, bays and canopy, roof tiles, ridge tiles, verge, eaves, fascia, soffits and rafters.

The findings in the report are final. No amendments will be made after the report has been published.

We will carry out a thermal image analysis and/or drone inspection (weather permitting, and if safe and lawful to do so) if you have requested these optional extras in your order. If in our entire discretion we conclude that a thermal image analysis and/or drone inspection is not possible, we will refund the cost you have paid to us for these services. We will not dispatch an inspector on another date to complete this service. These services are in addition to the RPSA New Build Survey Inspection & Reporting Standards v1.4 Nov 2021 and do not form part of its recognised framework or the NHQB Template Pre-Legal Completion Checklist.

The Report is provided for the sole use of the named Client. It is confidential to the Client and their professional advisers and the Surveyor accepts no responsibility whatsoever to any other person. Neither the whole nor any part of this Report or any reference thereto may be included in any published document, circular, or statement, or published in any way, without written approval of the form and context in which it may appear. The terms of the agreement between The Professional Snagging Company and the Client are not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

#### **4.3 Limitations of services**

Our reports do not address the structural condition of a property. Each inspection is limited to areas of the roof, walls, floors and fittings that are within access and/or visibility to the inspector at the time of inspection and the ability to use a drone where ordered. An inspector will not move, remove, or displace personal items stored within the property.

As an inspector will not access concealed or inaccessible areas of the property, a report will not address inaccessible and/or concealed areas of the property. The inspector is unable to, and will not, comment that said areas are free from defect. Defects, which are judged to be understood to be part of the natural drying out or settlement process for new build property will not be included in a report.

We are not Gas Safe registered or Part P registered inspectors. You must therefore should seek advice from a suitably qualified gas engineer and/or electrician on the gas and electrical installations.

**4.4 We are not responsible for delays outside our control.** If our inspection of the property is delayed by an event outside our control then we will contact you as soon as possible to let you know. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund of any sums you have paid.

- 4.5 If you do not arrange suitable access to the property.** Access arrangements must be arranged prior to booking our services. These arrangements must be communicated to us at least 48 hours before your appointment. It is not our responsibility to arrange access to the property. If we are unable to access the property then clause 4.6 will apply.
- 4.6 If we are unable to access the property to inspect.** If you or your agent or other third party does not allow us or our agents or sub-contractors to access the property on the inspection date, we will be entitled to keep 50% of the total fee if we have spent less than 3 hours at the property and 75% of the total fee if we have spent more than 3 hours at the property but are unable to complete a full inspection. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to the property we may end the contract and clause 7.2 will apply. You will be liable for further fees if a second visit to the property is required. This fee will be your original booking fee, less fees already paid for the cancelation of the inspection.
- 4.7 If it is not safe to inspect the property.** We reserve the right for our inspectors to make ongoing safety assessments. If for any reason it is not safe to start or complete an inspection then the inspection will be terminated with no liability on our part. We will be entitled to keep 50% of the total fee if we have spent less than 3 hours at the property and 75% of the total fee if we have spent more than 3 hours at the property but are unable to complete a full inspection. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to the property we may end the contract and clause 7.2 will apply. You will be liable for further fees if a second visit to the property is required. This fee will be your original booking fee, less fees already paid for the cancelation of the inspection.
- 4.8 If you do not pay the correct fee.** We base our charges on the number of bedrooms in the property as this is indicative of the size of a property upto 2500 square feet. Any property over 2500 square feet will be considered a five bedroom house with each additional 500 square feet resulting in an additional £50 fee. We rely upon you to identify the number of bedrooms and the correct fee when you place your order. If we discover that you have paid the incorrect fee because the property has more bedrooms than you specified in your order, or it is larger than you specified, we may refuse to carry out the inspection or withhold our report until the correct payment is made. If a bedroom has been repurposed as a den or study or similar, it will still count as a bedroom. **If you are uncertain as to the number of bedrooms please make contact with us before placing your order.**
- 4.9 If you wish to change your inspection date.** If you wish to change your inspection date you must inform us by email to info@snaggingcompany.com If you wish to change the inspection date and this request is made within two days of the original inspection

date, we will charge you 50% of your original inspection fee, which must be paid immediately. If we are unable to complete your inspection on the day of your rescheduled inspection date, or you request to reschedule again, this will be considered a cancellation.

## **5. Right to cancel**

**5.1** The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 permit consumers to cancel a contract after it has been entered into subject to certain limitations and requirements.

**5.2** You will have the right to cancel the contract within 14 days, starting on the day after you receive an email notification from us that you and we have entered into a contract. However, your cancellation rights will be affected if you ask us to carry out our services within the cancellation period and please see clause 6.4 below.

**5.3** To exercise the right to cancel, you must inform us by email to info@snaggingcompany.com or by post to The Professional Snagging Company Limited 83 Ducie Street, Manchester M1 2JQ of your decision to cancel this contract by a clear statement (eg a letter sent by post or email). You may use the attached model cancellation form at the end of this document, but it is not obligatory.

**5.4** To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

## **6. Effects of cancellation**

**6.1** If you cancel this contract, we will reimburse to you all payments received from you less the deposit paid at booking, unless you cancel the inspection within 48 hours of the inspection date. For which you will be liable for 50% of the price of the inspection fee. This does not apply if the statutory cancellation rights apply as set out in clause 5.

**6.2** We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

**6.3** We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the re-imbusement.

**6.4** **If you requested us to carry out our services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until**

**you have communicated to us your cancellation of this contract, in comparison with the full coverage of the contract.** For cancellations within 48 hours of your booking this will be 50% of the inspection fee. For cancellations within five days of your booking this will be 35% of the inspection fee. For cancellations within seven days of your booking this will be 25% of the inspection fee. For any other cancellations within the cancellation period this will be the deposit paid at booking.

**6.5** You do not have a right to change your mind in respect of our services, once these have been completed, even if the cancellation period is still running.

## **7. Our rights to end the contract**

**7.1 We may end the contract if you break it.** We may end the contract at any time by writing to you if:

- (a) you do not make full and correct payment to us at least 48 hours prior to the scheduled inspection date;
- (b) you do not, within a reasonable time of us asking for it, provide us with accurate information that is necessary for us to provide our services;
- (c) you or your agent or other representatives do not allow us access to the property to carry out the inspection within a reasonable period of time on the agreed inspection date; or
- (d) you are in material breach of any of these terms of business.

**7.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 7.1 we will refund any money you have paid in advance for services but we may deduct reasonable compensation for the net costs we will incur as a result of your breaking the contract.

## **8. If there is a problem**

**8.1 You must tell us immediately.** If you have any questions or complaints about our services, you must tell us within five working days of receiving your report. Our report reflects the condition of the property on the day of inspection only.

**8.2 How to tell us about problems.** If you have any questions or complaints about our services, please contact us using the contact details set out in clause 2.2 above.

**8.3 Summary of your legal rights.** We are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

## Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also clause 5 above – Right to cancel.

## 9. Price and payment

**9.1 Where to find the price for the services.** The price of the services (which includes VAT) will be the price indicated on the order pages when you placed your order. In the event that we incur car parking or congestion charges in order to carry out our services, these will be payable by you in addition to the price indicated on the order pages.

**9.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.

**9.3 When you must pay and how you must pay.** All services we provide must be paid for in advance and in full at least 48 hours before the agreed inspection date. We take payment of your deposit by specified credit or debit card via the website when you place your order and require the balance of payment by bank transfer to the bank account details specified on our invoice.

## 10. Our responsibility for loss or damage suffered by you

**10.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

- 10.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights to have services supplied with reasonable skill and care.
- 10.3 When we are liable for damage to your property.** We will make good any damage to your property caused by us if we are negligent in carrying out our services. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 10.4 We are not liable for business losses.** If you use our services for any commercial, business we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 11. How we may use your personal information**
- 11.1 How we may use your personal information.** We will only use your personal information as set out in our privacy policy (<https://www.snaggingcompany.com/faq>)
- 12. Other important terms**
- 12.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this.
- 12.2 There is a cap on our liability.** *The aggregate* liability, in respect of all claims, shall not exceed £100,000 (one hundred thousand pounds).
- 12.3 Consent to use images within the report.** You consent to us using any images forming part of your report for training, promotional and marketing material.
- 12.4 Requesting changes to your report.** We will not make any changes to the content of your report once it has been published. This is to preserve the integrity of the inspectors' findings. This is unless the information provided to us at booking is inaccurately reflected in your report. To preserve the integrity of the report it will be published in PDF only. No alternative formats will be made available.
- 12.5 You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.



- 12.6 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 12.7 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 12.8 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 12.9 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.

