

# **Terms and Conditions**

Please read these terms and conditions carefully before confirming your booking with Snagging 4 U.

# 1 - Contacting Us

1.1 - You can contact Snagging 4 U by writing to us at the address below or via telephone or email.

Snagging 4 U, 39 Woodland Way, Ongar, Essex, CM5 9EP.

Tel: 07543 745 974

Email: peter@snagging4u.co.uk

### 2 - Contacting You

2.1 - If we need to contact you, we will use the email address or telephone number given when making your booking with us.

# 3 - Confirmation of your Booking and Acceptance of these Terms and Conditions

3.1 - We will confirm your booking in writing via email which will include an invoice and these terms and conditions. Acceptance of these terms and conditions will be assumed on receipt of payment for the inspection you have booked.

## 4 - Your Booking

4.1 - We will conduct the inspection on the agreed date. Payment is required in full at least 48 hours prior to your agreed appointment date and time. Should payment not be received 48 hours prior to your agreed booking date and time we reserve the right to cancel your appointment. This cancellation will be communicated to you via email and telephone.

- 4.2 The Consumer Contracts Regulations 2013 permits consumers to cancel a contract within 14 days of the contract being entered into unless certain circumstances apply. In the event of full cancellation within 48 hours of the agreed appointment, a refund will be issued minus a fee of £100. If full cancellation with more than 48 hours' notice a full refund of any monies paid will be issued. Cancellation of an appointment must be done in writing (letter or email) making it clear you wish to cancel your booking.
- 4.3 Should you need to re-arrange your booking with more that 48 hours' notice no penalty will be incurred and every effort will be made to arrange a new date and time. If we cannot arrange a new date and time for your appointment and you have given at least 48 hours' notice, then a refund will be issued. If less that 48 hours' notice is given, and a new date and time cannot be agreed then a refund will be issued minus a fee of £100.

## 5 - The Inspection

- 5.1 The inspection service provided is limited to what is visible. No destructive investigations will be carried out and not personal property will be moved by the inspector attending.
- 5.2 The inspections are not structural surveys and if a defect is observed of a structural nature, you will be advised to seek further advice from a structural engineer or other built environment professional.
- 5.3 The inspector is not a qualified gas or electrical engineer so any defect relating to gas or electrical installations should be referred to a qualified competent person.
- 5.4 For a pre-completion snagging inspection the inspector will follow the RPSA New Build Survey Inspection & Reporting Standards v1.4 Nov 2021.

The inspection could include: health and safety (scaffolding, footpaths and roads and tidiness), internal and external walls, chimney, roof, joinery, gutters, balconies, porches, conservatories, garages, surfaces, drains, vents, windows, doors, external services (taps, lights, meter boxes, pipes and doorbell), sheds, outbuildings and boundaries, ceilings, floors, loft, glazing, tiling, sanitary ware (baths, shower, cubicles, basins, taps, pedestals, toilets, shaving points, towel rails), internal services (lights, sockets, wiring, consumer unit, extractors, taps, heating, boiler, radiators, hot water tank, cold water tank, smoke/heat detectors, CO detectors, door entry phone), appliances (hob/cooker, fridge freezer, dishwasher, washing machine).

The pre-completion inspection report will use the New Homes Quality Board Pre-Completion Inspection Template.

5.5 - For a post-completion inspection the inspection could include: internal and external walls including decoration internally, chimney, roof, joinery, gutters, balconies, porches, conservatories, garages, surfaces, drains, vents, windows, doors, external services (taps, lights, meter boxes, pipes and doorbell), sheds, outbuildings and boundaries, ceilings, floors

inc. finishes, loft, glazing, tiling, sanitary ware (baths, shower, cubicles, basins, taps, pedestals, toilets, shaving points, towel rails inc. sealants), internal services (lights, sockets, wiring, consumer unit, extractors, taps, heating, boiler, radiators, hot water tank, cold water tank, smoke/heat detectors, CO detectors, door entry phone), appliances (hob/cooker, fridge freezer, dishwasher, washing machine) and kitchen units inc. worktops.

- 5.6 Thermal imaging will be conducted during a post completion inspection to analyse whether the heating system is working as it should be and if there are any excessive cold spots around windows and doors only.
- 5.7 The post completion inspection report will take a different format from the pre completion inspection report.
- 5.8 The report for either inspection type is final once delivered and no changes will be made once it is sent to you.

# 6 - Limitations to Inspections

- 6.1 If we are unable to access the property on the agreed date and at the agreed time no refund will be issued. You are responsible for arranging access. If any part of the property is not accessible this area will not be inspected, and no refund will be issued.
- 6.2 If the property is not safe to inspect at the agreed time on the agreed date this will be communicated to you. A continuous risk assessment will be conducted and if a part of the property is not safe to be inspected this area will not be inspected and the report will record the issue however no refund will be issued.

#### 7 - Liabilities

- 7.1 The maximum cap on our liability to you is £100000 (One hundred thousand pounds).
- 7.2 We are not liable for any business losses associated with the use of our services.
- 7.3 We will make good any damage caused by us in the execution of an inspection, but we are not liable for any existing damages or faults.
- 7.4 We are responsible to you for foreseeable loss or damage caused by us but not liable for loss or damage that is not foreseeable.

### 8 - Privacy

8.1 - Data will be processed in line with GDPR and our GDPR policy.