



## **New Home Snagging Inspections Standard Terms and Conditions of Engagement Home Owners**

### **1. The Parties**

Inspector Home Limited, their employees, inspectors, sub-contractors and agents are referred to in the following conditions as the “Company”. You shall be referred to as the “Client” and jointly as the “Parties”.

### **2. The Contract**

These conditions:

- 2.1 Shall apply to all service contracts entered into between the Parties and shall supersede all other arrangements, undertakings, promises, representations or agreements (whether written or not) made or existing between the Parties prior to or simultaneously with this agreement; and
- 2.2 Shall constitute the entire understanding between the Parties, provided nothing herein shall exclude or limit either Parties liability for fraud.

### **3. The Services**

- 3.1 The Company shall provide those Services as detailed in the First Schedule and more particularly shall carry out an inspection of and produce a report on the condition of the finish of the designated property with the purpose of identifying any significant defects, hazards or problems with the workmanship and finish of the property and any other matters which are considered by the Company likely to have a material effect on the value and enjoyment of the said property.
- 3.2 The Services of the Company shall be supplemented by the customer services as detailed in the Customer Services Charter detailed in the Second Schedule.

### **4. The Company’s Obligations**

- 4.1 The Company shall:
  - 4.1.1 undertake to carry out the Services with the skill and due diligence to be reasonably expected of a Clerk of Works competent to advise on the designated property; and
  - 4.1.2 shall use reasonable endeavours to complete the Services and provide the report to the Client within 2 working days of attending at the designated property to carry out the inspection but time shall not be of the essence.
- 4.1 The Client acknowledges that there are certain practical restrictions on the Services that can be carried out by the Company as detailed in the Third Schedule.

### **5. The Client’s Obligations**

- 5.1 The Client shall:
  - 5.1.1 Co-operate with the Company in all matters relating to the supply of the Services;
  - 5.1.2 Provide the Company in a timely manner and at no extra charge access to the designated property at the agreed time for the inspection; and
  - 5.1.3 Not pass the report to any third party other than any warranty provider without the express written permission of the Company, such permission not to be unreasonably withheld.
- 5.2 Subject to clause 7, if the Company’s performance of its obligations under this agreement is prevented or delayed by acts or omissions of the Client then the Company shall not be liable for any costs, charges or losses sustained or incurred by the Client.

## 1. Charges and Payment

- 6.1 The Client will pay the fee agreed for the Services to the Company at the time of booking the service.
- 6.2 If on arrival at the designated property the Company considers that the inspection cannot be carried out because the property is not finished or because the Company is unable to gain access to the designated property then the Client shall only be entitled to:
- 6.2.1 receive a refund of 90% of the total fee paid for the Services; or
  - 6.2.2 to rebook an alternative date for the Company to carry out the inspection; and
  - 6.2.3 in the case of 6.2.2 the Client agrees to pay to the Company the additional sum of £100 on account of its wasted costs.
- 6.3 The Client acknowledges that if they fail to cancel the Services of the Company within 24 hours of the agreed time for the inspection then the Company shall be entitled to recover from the Client all those out of pocket expenses incurred by the Company as a consequence of the late cancellation.
- 6.4 The Client shall be entitled to a 10% discount off the listed prices of the Company from time to time if they book on-line provided such booking is made at least 7 days prior to the inspection date.

## 2. Limitation Of Liability - THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CONDITION

- 7.1 The Client acknowledges that defects may arise or become apparent in a new property after an inspection has taken place and that the Company shall not be liable for its failure to include such unforeseen defects in the report provided there was no negligence on the part of the Company in failing to detect the said defects.
- 7.2 The Client further acknowledges that the Company is not responsible for and cannot guarantee that any of its findings will be accepted and acted upon by the warranty provider or the property developer.
- 7.3 The Company's maximum liability to the Client under this agreement shall be limited to the amount paid by the Client for the Services.
- 7.4 Nothing in this agreement shall limit the Company's liability for death or personal injury resulting from the Company's negligence nor for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by the Company.
- 7.5 No provision of this agreement shall act to adversely affect the Client's statutory rights in respect of the Services provided by the Company.

## 3. Severance

If any provision or part of a provision of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal the other provisions will remain in force.

## 4. Rights of Third Parties

This agreement is made for the benefit of the Parties to it and is not intended to benefit or be enforceable by any other person.

## 5. Governing Law & Jurisdiction

This agreement shall be governed by and construed in accordance with the law of England and Wales and the Parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.

### First Schedule:

#### Inspector Home snagging services 2007.

Inspector Home provide 3 levels of snagging service for homebuyers: Bronze, Silver and Gold. The Schedule below describes each service in full. It is possible for clients to alter their chosen service to a higher level at an administration fee of £30 + the difference in price. If clients wish to reduce their service level they may do so within 24 hours of receiving their report at a cost of £30 to cover administration costs plus a refund of the difference in price.

All on-line bookings will receive a 10% discount

#### Bronze Service:

This service level is a “Report Only” service for clients wishing to follow up remedial works themselves with no additional support from Inspector Home. This service is as follows:

1. The client must provide Inspector Home with full details of the property to be inspected including contact details on site.
2. The client will arrange a time for inspection and notify Inspector Home who will endeavour to meet that time. If this is not possible another time / date will be proposed for the client to arrange the inspection.
3. Inspector Home will carry out a snagging inspection of the property at the agreed date / time as detailed in the terms and conditions.
4. The report will be sent to the client and developer within 2 working days. When the report has been issued this service level is completed although queries relating to the content of the report will be dealt with at no additional charge.

#### **Silver Service: Inspection Report + Re-Active Customer Support (up to 2 years)**

1. The client must provide Inspector Home with full details of the property to be inspected including contact details on site.
2. The client will arrange a time for inspection and notify Inspector Home who will endeavour to meet that time. If this is not possible another time / date will be proposed for the client to arrange the inspection.
3. Inspector Home will carry out a snagging inspection of the property at the agreed date / time as detailed in the terms and conditions.
4. The report will be typed up by Inspector Home and sent to the client and the developer within 2 working days.
5. Once the report has been issued Inspector Home will provide clients with advice and support for the duration of their developers warranty period (up to 2 years). This support is reactive to the needs of the client and includes answering telephone and e-mail queries to provide assistance.
6. The client should be aware that under the Silver service level the client is responsible for all contact with the developer and or warranty provider. Inspector Home may make contact with the developer if it is necessary to explain any technical aspects of the inspection report or to provide assistance in extreme circumstances.

#### **Gold Service: Inspection Report, Proactive Customer Support & Re-inspection**

1. The client must provide Inspector Home with full details of the property to be inspected including contact details on site.
2. Inspector Home will arrange a time for inspection and notify the client when this is to take place.
3. Inspector Home will carry out a snagging inspection of the property at the agreed date / time as detailed in the terms and conditions.
4. The report will be typed up by Inspector Home and sent to the client and the developer within 2 working days by post or e-mail as requested.
5. Once the report has been issued Inspector Home will contact the developer to ensure that it has been received and how / when the defects will be rectified.
6. According to the response to point 5 Inspector Home will pro-actively manage the follow up of remedial works on behalf of the client and keep the client informed as to when updates have been received.
7. This pro-active service will continue until the developer confirms that defects have been rectified and the unit is ready for re-inspection. This date will be arranged in agreement with the client.
8. The re-inspection will take place according to the terms and conditions and the report will be sent to the client and developer. If there are outstanding defects that have not been rectified or repaired to a suitable standard, Inspector Home will submit the report to the relevant warranty provider on behalf of the client (with the clients' permission) for a resolution meeting.
9. When the resolution meeting has taken place Inspector Home will discuss the findings with the client and take action as appropriate.
10. After Resolution Inspector Home will provide clients with unlimited advice and support for the duration of their developers warranty period (up to 2 years). This support is reactive to the client and includes answering telephone and e-mail queries to provide assistance.

