MIDDLETON NEW HOME SURVEYS

A trading name of GLR Property Solutions Limited

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TERMS OF ENGAGEMENT & SCOPE OF INSPECTION

Residential Snagging, Pre-Completion Inspections & Technical Defect Audits

1. Introduction & Contracting Parties

1.1. These Terms of Engagement, together with your written Booking Confirmation, form the complete contract between GLR Property Solutions Limited (trading as Middleton New Home Surveys, "the Consultant", "we", "us") and the individual(s) named on the booking confirmation ("the Client", "you").

1.2. The inspection is an independent, non-invasive residential defect audit carried out on the specified residential property ("the Property") by a qualified MRICS Chartered Surveyor.

1.3. By confirming your booking, providing site access details, or paying the booking deposit/fee invoice, you unconditionally accept and agree to be bound by these Terms of Engagement.

2. Purpose & Standards of the Inspection

2.1. Primary Purpose: The sole purpose of the inspection is to identify visible, accessible cosmetic, functional, and technical defects, workmanship deviations, and incomplete elements ("snags") to assist you in reporting them to your developer, builder, or new-home warranty provider.

2.2. Reference Benchmarks: The inspection evaluates the Property against customary standards of domestic workmanship, taking reference from:

- Applicable UK Building Regulations (in force at the time of initial building control approval);
- Approved new-home warranty technical standards (e.g., NHBC Standards, Premier Guarantee, LABC Warranty);
- Tolerances outlined in the New Homes Quality Board (NHQB) Code (where applicable).

2.3. Exclusion of Statutory Certification: The inspection and resulting report do not constitute a formal building control sign-off, a local authority planning enforcement review, an NHBC Final Certificate, a structural warranty, or an insurance policy of any kind.

3. Scope and Limitations of the Inspection

3.1. Visual & Non-Destructive Only: The inspection is strictly visual and non-invasive. We will not force, break, dismantle, unscrew, cut, or move any fixed building elements or fitted furnishings.

3.2. Floor Coverings & Concealed Voids: Limitations relating to interior floor coverings and concealed spaces:

- We do not lift fitted carpets, floor tiles, laminate, vinyl, or fixed tongue-and-groove floorboards.
- We do not inspect concealed cavities, service ducts, sub-floor voids, or spaces concealed behind wall linings, bath panels, or fixed kitchen plinths.

3.3. Roofs & Working at Height: Roof pitches, valleys, ridge tiles, chimney details, and rainwater gutters are inspected from ground level, safely accessible window positions, or via an elevated telescopic inspection pole/optical magnification lens where safely feasible and weather permitting. Unmanned aerial vehicle (drone) surveys are excluded unless separately quoted and agreed in writing.
Roof voids/lofts are inspected primarily from the access hatch perimeter using an extendable ladder and high-

powered optical equipment. The surveyor will only traverse into the roof space where safe, permanent crawling boards or walkways are present. The surveyor will not step onto exposed ceiling joists or compress insulation quilts.

3.4. Mechanical, Electrical & Specialist Services: Operational and diagnostic testing parameters:

- **General Checks:** We carry out visual and basic functional operational checks (e.g., operating accessible sanitaryware, testing standard 13A socket polarity using a digital plug-in tester, checking extract fan run-on, and verifying that radiators heat up). Operational testing of space heating and hot water systems is subject to active utility supplies, operational boiler/heat pump commissioning, and ambient seasonal temperatures.
- **Specialist Testing Excluded:** We do not carry out formal Part P electrical testing, Electrical Installation Condition Reports (EICR), Gas Safe pressure testing, boiler flue combustion analysis, or heat exchanger assessments.
- **Renewables & Microgeneration:** Heat pumps, solar photovoltaic (PV) arrays, inverter hardware, battery storage systems, and electric vehicle (EV) charging points are inspected solely for visible external physical defects or casing damage; no dynamic electrical, thermodynamic, or efficiency tests are undertaken.

3.5. Drainage & Sub-Ground Utilities: Underground drainage pipes, soakaways, interceptors, and septic tanks are not subjected to CCTV survey, water flow testing, or hydraulic drop testing. Inspection chambers and manhole covers are lifted only where accessible without damaging decorative finishes and where covers can be removed safely by a single person using standard hand lifting keys.

3.6. Environmental & External Risks: The survey does not include testing for asbestos, radon gas, soil contamination, structural subsidence calculations, boundary dispute resolution, or invasive plant identification (e.g., Japanese Knotweed).

4. Site Access, Pre-Completion Inspections (PCI) & Consumer Rights

4.1. Client's Duty to Arrange Access: You are solely responsible for ensuring the developer, site manager, or sales team grants full, uninterrupted access to the Property for the scheduled duration of the inspection.

4.2. Developer Restrictions: If the inspection is a Pre-Completion Inspection (PCI) governed by the New Homes Quality Code, you must notify the developer in advance within the required contractual notice period. We accept no liability if a developer restricts access, limits inspection time, or imposes on-site constraints.

4.3. Abortive / Non-Access Fees: If the surveyor attends site but is denied access, or if the Property is unfit for inspection (e.g., no active mains power/water, or ongoing wet trades/contractors actively working on site preventing a safe inspection), an abortive attendance fee of 50% of the total agreed fee will apply to cover reserved diary time and travel expenses.

4.4. Consumer Cancellation Rights & Statutory Notice: Where the Client enters into this agreement as a consumer away from our trade premises or via online/distance communication, you expressly request that our services commence immediately upon booking confirmation. You acknowledge that if the physical inspection is carried out within any statutory 14-day cooling-off period, your statutory right to cancel is extinguished upon completion of the site visit.

5. The Report & Copyright

5.1. Format & Delivery: The report will be issued in digital PDF format via email, containing high-resolution photographs, defect locations, and technical descriptions, typically within 24–48 hours following completion of the site visit.

5.2. Intellectual Property: Copyright and all intellectual property rights in the report remain with GLR Property Solutions Limited.

5.3. Permitted Use: The report is confidential to you (the named Client). However, you are expressly granted a licence to share the complete report with your developer, builder, customer care representative, warranty provider, or legal conveyancer for the sole purpose of defect rectification.

6. Developer's Legal Responsibility for Rectification

6.1. Advisory Status: The Consultant's role is purely diagnostic and advisory.

6.2. No Contractor Liability: We do not accept liability for the developer's willingness, timeliness, standard of workmanship, or refusal to rectify any defect identified in the report.

6.3. Statutory & Warranty Obligation: Contractual responsibility for statutory compliance, structural integrity, and defect rectification rests entirely with the developer/vendor under your contract of sale and associated warranty agreements.

7. Fees and Payment Terms

7.1. Fee Schedule: All survey fees are payable in accordance with the fee quote and invoice issued upon booking or prior to the physical inspection.

7.2. Booking Reservation: A booking deposit or full advance fee payment may be required to reserve the inspection date in the surveyor's diary.

7.3. Release of Deliverable: The final written report will only be released once full, cleared funds have been received by the Consultant.

7.4. Late Payment Remedies: In the event of non-payment following completion of the site inspection, the Consultant reserves the right to withhold report delivery, charge statutory late payment interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998, and pass all reasonable debt-recovery costs to the Client.

8. Limitation of Liability

8.1. Statutory Protections: Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by negligence, for fraud, or for any other matter for which liability cannot be excluded under English law.

8.2. Financial Cap: Subject to clause 8.1, the total aggregate liability of GLR Property Solutions Limited (whether in contract, tort, breach of statutory duty, negligence, or otherwise) arising out of or in connection with the inspection and report shall be strictly limited to £250,000 (or the maximum level of indemnity provided under our current Professional Indemnity Insurance policy).

8.3. Exclusion of Consequential Losses: The Consultant shall under no circumstances be liable to the Client for indirect, economic, or consequential losses, including but not limited to loss of profit, moving costs, storage costs, alternative accommodation expenses, mortgage interest variations, or lost working time.

8.4. Time Limit on Claims: Any formal claim arising out of or in connection with the survey must be notified to us in writing within six (6) years of the inspection date.

9. Third-Party Rights

9.1. Pursuant to the Contracts (Rights of Third Parties) Act 1999, this contract is made solely for the benefit of the named Client and GLR Property Solutions Limited. No other person or corporate entity shall have any right to enforce any term of this agreement.

10. Governing Law and Jurisdiction

10.1. This agreement and any dispute or claim arising out of it (including non-contractual disputes) shall be governed by and construed in accordance with the laws of England and Wales.

10.2. Both parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim.