

FOREMAN SNAGS LTD

QUALITY FINISHERS

SURFACE REPAIR SPECIALISTS

Terms & Conditions of business

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Definitions

These definitions apply unless the context of the Agreement requires a different interpretation:

"Assignment"	means a piece of work fully described as to terms and scope in a quote and signed by both parties and including all or any of the work specification.
"Intellectual Property"	means intellectual property of every sort, whether or not registered or registerable in any country, including intellectual property of kinds coming into existence after today; and including, among others, patents, trade, unregistered marks, designs, copyrights, software, domain names, discoveries, creations and inventions.

The terms of this agreement are:

1. Assignments

- 1.1 You may offer an Assignment to the Company. The Company may accept or decline the Assignment.
- 1.2 If the Company accepts the Assignment, it will sign and return to you a copy of the document describing the Assignment (the "Specification"). The Specification and these terms shall constitute the entire agreement between the Company and you. In the case of conflict between the Specification and these terms, these terms shall prevail.
- 1.3 The Company acknowledges that this agreement imposes no obligation on you to provide the Company with any Assignment.

2. The Company's obligations

- 2.1 By accepting an Assignment, the Company shall devote full attention and ability to work on it.
- 2.2 Within the scope of each Assignment the Company will perform promptly whatever duties are reasonably requested by you and the staff whom you allocate to liaise over the performance of the work in the Assignment.
- 2.3 By accepting an Assignment, the Company shall provide staff of an appropriate level of skill and experience to work on the Assignment. Those staff shall be subject to any signing in procedures in place for your staff.
- 2.4 Each Assignment will be completed in accordance with the timetable set down in the document describing the Assignment, to your satisfaction, following a review meeting between the Company and those members of your staff with whom we have liaised in the course of performing the Assignment.

3. The Company's status

- 3.1 This agreement does not create any partnership or joint venture between the parties; the Company is not your agent and does not, without specific, signed authority, have authority to enter into any commitment on your behalf.

4. Pricing and Estimates

- 4.1 The price includes all materials and labour so there are no additional extras however, all access requirements (scaffold/towers, MEWPS) are the responsibility of the requesting party unless agreed in writing **PRIOR** to commencement. Additional charges will be made for access equipment supplied.
- 4.2 The estimate is based on free, unfettered access to the works area.
- 4.3 If a job is outside of a 20 mile radius from HQ then an additional mileage charge will be included.

5. Orders

- 5.1 A written request for attendance must be received by email or text messaging confirming client requirements **PRIOR** to the Company's attendance. Any order must contain the following detail.
 - 5.1.1 The name contact details and title of the person ordering the work.
 - 5.1.2 Confirmation that they have the authority of their employer to order such works.
 - 5.1.3 Company name and address.
 - 5.1.4 Site address and contact details.
 - 5.1.5 Contact details of on-site person authorised to accept works each day.
 - 5.1.6 Contact details of the Quantity Surveyor (or other person) responsible for acceptance and payment of the Invoices.
 - 5.1.7 Invoice address.
 - 5.1.8 Any other requirements of the purchasing company/individual to facilitate payment for works need to be provided at the time of booking and NOT after the event. Any information not requested at time of order subsequently requested or relied upon after Sub Contract works completion will not be a valid reason for delay of settlement of invoices.
 - 5.1.9 Photographs as requested by the Company.
 - 5.1.10 Paint colour (RAL) or manufacturer's details and sheen level (if known).
 - 5.1.11 Any special texture, design or other finish relevant to the works.
 - 5.1.12 Any special or peculiar circumstances or limiting factors relevant to the location of the works, their surroundings and the safety of the company's operatives and those in the vicinity.
 - 5.1.13 Power supply available 240v/110v.
 - 5.1.14 Lighting condition, i.e. fixed, temporary or task Any restrictions on ventilation or requirement thereof.
 - 5.1.15 Parking availability (on site / off site).
 - 5.1.16 Site operating hours. (if applicable).
 - 5.1.17 Notification of any other condition or pre-requisite for the accurate completion of Method Statements and Risk assessments. (if applicable). Site induction times/dates. (if applicable).

6. Access to the Repair Area

- 6.1 Should the repair be situated in an area where employees/family members will be during normal office hours/in the house, then you would need for them to find an alternative workspace/clear the room whilst the repairs are being carried out for health and safety reasons, and to protect the repairs whilst they cure.
- 6.2 Working in close proximity of others can affect the curing repair as it can lead to dust and debris landing on the repair before it has set. If this cannot be arranged, an 'out of hours' quotation can be provided.

7. External Works

- 7.1 External works are dependent on current weather conditions, and the possibility of precipitation. External works are to be carried out between the periods of Spring through to the beginning of Autumn for every year.

8. Daily Inspection

- 8.1 It is the express responsibility of the requesting contracting party to inspect and accept (by means of signature on the Company's paperwork) completed works daily. Failure to provide such representative will be deemed as acceptance and signature for all work completed (subject to alternative arrangements agreed in advance and in writing between the parties).

9. Lighting

- 9.1 With temporary or task lighting it is accepted by the contracting party that subtle colour difference may be experienced when permanent lighting is installed. Responsibility for any variance and subsequent re-visit (and cost) rests entirely with the requesting party.

10. Additional works

- 10.1 Only work originally booked and agreed in principle will be carried out on arrival.
10.2 Any additional work requested thereafter will have to be separately assessed and quoted for, to be carried out at another time.

11. Cancellations

- 11.1 Cancellations inside of 24 hours will be charged in full.
11.2 Failure to gain safe access to the Sub Contract works on the day of booking will be deemed an "abortive visit" and will be charged for in full.

12. Health and Safety

- 12.1 The Company will comply with current legislation regarding Health and Safety at Work
12.2 The Company agrees that whilst engaged in any repair on your premises we, and all persons engaged by us, shall comply with all laws and regulations relating to work and specific regulations of yours.

13. Payment

- 13.1 It is solely the responsibility of the booking party to pay for any works carried out by the Company. The Company will not be liable or held responsible for splitting payments between individual parties for the whole sum charged.
13.2 An invoice will be raised for the agreed price plus any additional agreed fees, such as additional work, cancellation charges.
13.3 Payment of the sum specified in the invoice will be made by the requesting party upon completion of works within 24 hours.

14. Warranties

- 14.1 Retention is 0%
14.2 Works are warranted **once the invoice has been paid in full** unless otherwise stated.
14.3 Warranties are for a 12-month period only from the date of the completed repair.
14.4 A warranty is classed as a **one** free of charge return visit to rectify any failed issues with the repair if it is deemed that the materials used are the cause for failure.
14.5 In the event of a failure for a second time after a re-visit and the cause for the failure is unknown then the client/customer will be charged in full for the repair to be carried out again. Due to the unknown failure of the original repair a second warranty will not be given or issued by the company.
14.6 Once a return visit has occurred the original warranty is then void.
14.7 A copy of the warranty is available on the website and at the request of the contracting party.

15. Duration and termination

- 15.1 This agreement shall continue until terminated:
- 15.1.1 by one party giving 24 hours' notice of termination to the other;
 - 15.1.2 immediately by the Company if you fail to follow any advice that the Company has provided to you, so that the Company in its reasonable opinion deems that the working relationship between the Company and you have irretrievably broken down;
 - 15.1.3 immediately by either party if the other commits any material breach of any term of this agreement and which in the case of a breach capable of being remedied is not remedied within 30 days of a written request to remedy it;
 - 15.1.4 immediately by either party if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other party or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other party or for the making of an administration or bankruptcy order (otherwise than for the purpose of an amalgamation or reconstruction).
- 15.2 You may terminate this agreement immediately upon giving notice in writing in the following circumstances:
- 15.2.1 the Company is in breach of any of the terms of this agreement or of any Assignment; or
 - 15.2.2 the Company is or becomes incompetent or negligent in respect of any of its obligations under this agreement or in respect of any Assignment; or
 - 15.2.3 the Company refuses to carry out the duties reasonably and properly required of it under this agreement; or
 - 15.2.4 the Company is guilty of conduct which might tend to bring itself or you into disrepute.

16. Matters after termination

- 16.1 Notwithstanding termination of this agreement for whatever reason, all the provisions that are intended to operate or have effect after termination or expiration shall continue in full force and effect.
- 16.2 Without regard to the reason why this agreement ends, you will pay the Company for all work done to the time the notice of termination is received by the Company, calculated proportionately to the nearest one hour.
- 16.3 Termination of this agreement shall not affect any accrued rights of either party.

17. Data protection

- 17.1 The Company agrees that you may process all personal data of the Company and its staff and own contractors which relates to this agreement either directly or through a third party bound by a duty of confidentiality.

18. Insurance

- 18.1 The Company undertakes to obtain insurance against liability for professional negligence in work done under this agreement and against third party liability whilst on your premises and agrees to provide evidence of the insurance to you upon request.

19. Confidentiality

- 19.1 The Company is aware that in the course of the performance of the Agreement, it may have access to and be entrusted with information in respect of your business and its operation, its dealings, transactions, and/or any and all other proprietary information belonging to you relating to your business or businesses and/or related affairs, all of which information (written, oral or otherwise) is or may be confidential. Accordingly, the Company hereby undertakes for every

employee or sub-contractor whose services he may use both during and after completion of the Agreement:

- 19.1.1 that it will not divulge to any person whatever or otherwise make use of (and shall use its best endeavour to prevent the publication or disclosure of) any trade secret or confidential information;
- 19.1.2 that the Company will not remove from your premises or copy or allow anyone else to copy from any document, computer disk, tape or other tangible item which contains any confidential information except as may be necessary in the course of the work for you;
- 19.1.3 that we will make all relevant employees agents and sub-contractors aware of the confidentiality of information about the provisions of this paragraph and take all such steps as shall from time to time be necessary to ensure compliance by their employees agents and sub-contractors with these provisions;
- 19.1.4 that for a period of 12 months following completion of the Agreement the Company will not directly or by an agent or otherwise and whether for itself or for the benefit of any other person induce or endeavour to induce any officer or employee of yours to leave your employment.

20. The Company will not solicit for itself

- 20.1 In the course of work on an Assignment the Company will inevitably obtain confidential information about you and will create working relationships with certain employees or officers of yours. Accordingly, the Company agrees that it will not during the period of this agreement and for 12 months after its termination directly or indirectly:
 - 20.1.1 influence anyone to your detriment;
 - 20.1.2 solicit work from your clients for itself or any other person;
 - 20.1.3 discourage any person from contracting with you, or
 - 20.1.4 speak unfavourably about you or any of your directors or managers.

21. Intellectual property

Intellectual Property created by the Company during work on an Assignment belongs to you and the Company hereby assigns all its interest to you and agrees to execute any document necessary to give effect to this provision.

22. Acceptance of Terms and Conditions

Terms and Conditions must be accepted, and box ticked before any commencement of work is given a date. Failure to do so will result in a non-booking and the work will not be booked in.

23. Limitation of Liability

To the extent permitted by law and except in the case of death or personal injury caused by the negligence of any of the Company's directors or staff, the Company's liability under or in connection with your Assignment or work carried out for you, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, shall not exceed the sum of £1,000,000 (one million pounds sterling).

To the extent permitted by law, the Company shall not be liable to you in contract, tort, negligence, breach of statutory duty or otherwise of any nature whatsoever incurred or suffered by you in relation to any indirect or consequential loss including without liability any economic loss or other loss of profit or goodwill.

24. No competition

- 24.1 The Company agrees that it will not within one year of the termination date by any means and neither for itself nor for any other person, directly or indirectly, advise, instruct, do or assist in any activity the effect of which is to promote the sale of any product or service which competes with any product or service offered for sale by you within the period of one year immediately following the termination date.
- 24.2 The restrictions imposed by the last previous sub paragraph extend only to the area covered by the counties of Bedfordshire, Buckinghamshire or Hertfordshire or such other areas, whether more or less in expanse, as contain one or more customers of yours.
- 24.3 The Company agrees that it will not within one year of the termination date neither for itself nor for any other person, directly or indirectly, advise, instruct, do or assist in any activity the effect of which is to encourage any person to breach any contract between that person and you.
- 24.4 The Company agrees that it will not within one year of the termination date by any means and neither for itself nor for any other person, directly or indirectly, employ or provide work to any person who was employed by or who worked as a contractor for you within the period of one year immediately following the termination date.
- 24.5 If any provision of this paragraph shall be void in any jurisdiction on account of its extent then there shall be treated as substituted for it such lesser provision as is required for it to be valid and enforceable.
- 24.6 The Company agrees that the provisions of this paragraph are fair and reasonably required for the protection of your business.

25. Force majeure

- 25.1 Neither party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control including fire, natural disaster, war or military hostilities and strikes of employees.
- 25.2 Each of the parties agrees to give notice immediately to the other upon becoming aware of an event of force majeure such notice to contain details of the circumstances giving rise to it.
- 25.3 If a default due to force majeure shall continue for more than 6 weeks then the party not in default shall be entitled to terminate this agreement.
- 25.4 Neither party shall have any liability to the other in respect of the termination of this agreement as a result of force majeure, except in relation to liabilities accrued before the occurrence of the force majeure.

26. Successors to the agreement

- 26.1 The Company acknowledges that this agreement is personal to it and accordingly it shall not be entitled to assign the benefit of it.
- 26.2 The benefit and obligations of this agreement shall be binding on any successor in title.

27. Waiver

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Contract.

28. Notices

Any notice to be served on either of the parties by the other shall be sent by first class post or pre-paid recorded delivery and shall be deemed to have been received by the addressee within 72 hours of posting.

29. Dispute Resolution

In the event of a dispute arising out of or in connection with the work carried out and which has not been resolved following discussions and negotiations between a person or persons appointed or authorised by the Company and you then both it and you undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing litigation.

30. Jurisdiction

This Contract shall be interpreted according to the Laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.