Terms & Conditions of Business

Foreman Snags Ltd

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Domestic and commercial cosmetic surface repair services

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1. Definitions and scope

1.1 "Company", "we", "us" means Foreman Snags Ltd. "Customer" means the person or business engaging us. "Consumer" means an individual acting wholly or mainly outside their trade or profession. "Commercial Customer" means a customer acting for business purposes.

1.2 "Quotation" means our written description of the proposed repair, price, exclusions and any specific conditions. "Works" means only the services expressly identified in the accepted quotation. "Site" means the address where the Works take place.

1.3 These terms apply to our cosmetic surface repair services in England and Wales unless otherwise agreed in writing. Any special written conditions in the accepted quotation prevail where they conflict with these general terms. Mandatory statutory rights always prevail.

1.4 These terms are intended to cover domestic and commercial work. Clauses expressly labelled "Commercial Customers" apply only to those customers.

2. Quotations, scope and pricing

2.1 Quotations are based on the photographs, descriptions, access information and other details supplied. We may need to reassess the repair if the actual damage, substrate, condition or site circumstances materially differ from those described.

2.2 Our quotation covers the specified labour and materials only. Access equipment, parking charges, permits, specialist protection, out-of-hours attendance and other additional requirements are included only where expressly stated.

2.3 Any proposed variation to scope or price will be explained and agreed before additional chargeable work proceeds. We will not charge consumers for unapproved extras.

2.4 A quotation is not a promise that an invisible or factory-identical finish is achievable. Cosmetic repair outcomes depend on the substrate, age, colour, sheen, texture, lighting, damage and surrounding finish.

2.5 Site surveys and call-outs may be chargeable where agreed in advance. The fee and any VAT will be confirmed before attendance; historic published rates are not incorporated automatically.

3. Booking and contract formation

3.1 Our appointment form is for customers who have already received and accepted a quotation. Completing the form is not a request for a free quotation.

3.2 A booking is confirmed only when we have accepted the work, received the completed booking information, received the applicable advance payment and confirmed an appointment date or agreed attendance window in writing.

3.3 Dates offered may be held for up to 24 hours. An unaccepted date may then be released. We will notify the customer if availability changes before confirmation.

3.4 The customer must provide accurate contact details, site address, access arrangements, parking information, relevant photographs and details of any known safety risks or restrictions.

3.5 Where the person booking is acting for a business or property owner, they confirm they have authority to instruct the Works and accept responsibility for payment unless agreed otherwise in writing.

4. Domestic customer payment terms

4.1 For domestic bookings, the customer may pay either (a) a 50% advance payment at booking, with the remaining 50% due immediately upon completion of the agreed repair, or (b) 100% of the quoted price in advance.

4.2 The percentages in clause 4.1 are calculated on the total VAT-inclusive quoted price. Any additional work must be agreed separately and will be charged as agreed.

4.3 A 50% advance payment is part-payment toward the agreed price, not an automatically non-refundable fee. Refunds and deductions on cancellation are governed by clauses 7 and 8 and applicable consumer law.

4.4 We may request payment through our secure online payment facility or by an agreed alternative method. We do not ask customers to send card details by email.

4.5 On completion, the outstanding balance is due immediately. A genuine dispute about part of the Works should be raised promptly; undisputed sums remain payable, subject to applicable law.

5. Commercial customer payment terms

5.1 Commercial payment schedules, deposits, purchase-order requirements and credit terms are as stated in the accepted quotation or other written agreement. Domestic 50% payment terms do not automatically apply to commercial accounts.

5.2 Where agreed credit terms apply, invoices are due by the stated date. We may charge statutory late-payment interest and recovery costs where permitted by the Late Payment of Commercial Debts (Interest) Act 1998.

5.3 Commercial Customers must provide correct purchase-order, billing and site contact information before attendance. Administrative omissions do not by themselves invalidate a properly authorised invoice.

6. Customer preparation and access

6.1 The customer must provide safe, reasonable access to the repair area, adequate working space, suitable lighting and any power supply agreed in advance. The area should be cleared of loose items, dust and obstructions.

6.2 People and pets must be kept away from the active work area where reasonably necessary for safety, cleanliness and curing. The customer must tell us about vulnerable occupants, ventilation limitations and site restrictions before attendance.

6.3 The customer is responsible for arranging access equipment or permissions where the quotation says so. We may suspend work if conditions are unsafe or unsuitable and will explain the reason.

6.4 Where we cannot gain access or proceed because of inaccurate information or customer-controlled circumstances, reasonable abortive attendance costs may apply under clause 8, subject to consumer rights.

7. Consumer statutory cancellation rights

7.1 A consumer may have a statutory 14-day cancellation right where the contract is made at a distance (for example by telephone, email or online) or off business premises, unless a legal exception applies. The period generally runs from the day after the service contract is made. This right depends on the type and circumstances of the contract, not simply how far ahead the appointment is booked.

7.2 To exercise that right, the consumer must tell us clearly by email or another unambiguous statement before the cancellation period expires. The model cancellation form in Appendix A may be used but is not compulsory.

7.3 If the consumer asks us expressly to begin services during the statutory cancellation period, we may begin only in accordance with the applicable legal requirements. If the consumer then cancels, they may have to pay a proportionate amount for services already supplied, where the law permits.

7.4 Where the service has been fully performed following the consumer's valid express request to start during the cancellation period and acknowledgement of the resulting loss of the cancellation right, that statutory cancellation right may end once performance is complete.

7.5 Any refund due under statutory cancellation rights will be made within the legally required period using the original payment method unless otherwise agreed. Nothing in these terms removes or restricts those rights.

7.6 Where a consumer requests that we start work within an applicable statutory cancellation period, we will obtain the legally required express request and, where relevant, acknowledgement before work begins. The standard acceptance tick box alone does not replace this step. For services fully performed in compliance with these requirements, the cancellation right may end as provided by law.

8. Other cancellations, postponements and failed access

8.1 Please give at least 48 hours' notice before the agreed appointment start time if you need to cancel or rearrange. Where at least 48 hours' notice is given, we will normally waive our administrative cancellation charge; this does not affect any applicable statutory cancellation right or separately agreed, reasonably incurred non-recoverable costs disclosed in advance.

8.2 Where cancellation occurs between 24 and 48 hours before the appointment, our intended cancellation charge is up to 50% of the agreed price. Where less than 24 hours' notice is given, or the customer cancels after our technician has

arrived, our intended charge is up to 100% of the agreed price. These are maximum amounts, not automatic penalties. For consumers outside any applicable statutory cancellation right, we will only charge a fair and reasonable amount reflecting actual net loss caused by cancellation, including time reserved that could not reasonably be reallocated, unavoidable travel and preparation costs, and work already performed, after accounting for costs saved and reasonable mitigation. A charge may be lower than the stated maximum, including zero.

8.3 If a customer cancels after work has started, the customer remains liable for work already properly performed and any further reasonable, demonstrable net loss caused by cancellation, up to the quoted total unless additional costs have been expressly agreed. We will not charge twice for the same loss. We will explain any deduction from payments already received and refund any excess in accordance with applicable law.

8.4 Where our technician attends but cannot gain access, or work cannot proceed due to a customer-controlled circumstance or material information not disclosed before booking, a reasonable abortive attendance charge may apply. If we inspect the site and reasonably determine that the quoted cosmetic repair cannot be carried out, we will charge only the location-dependent call-out/inspection fee disclosed and agreed before attendance, plus any other charge lawfully due for separately agreed work already supplied. We will deduct the agreed call-out fee from the 50% advance payment and refund the remaining balance promptly. If no call-out fee was agreed beforehand, we will not impose a new fee retrospectively. No fee is due where inability to perform results from our own error or breach, subject to applicable law.

8.5 For Commercial Customers, cancellation, postponement, failed-access and abortive-visit charges may be specified in the accepted quotation or purchase order. In the absence of agreed charges, reasonable recoverable losses may be claimed in accordance with the contract and applicable law.

8.6 If we cancel, cannot perform the agreed service, or decline a repair after inspection, we will explain the position and any agreed inspection fee, offer a reasonable alternative where appropriate, and refund sums for services not supplied subject to the customer's statutory rights. We will not retain payments as a penalty for our own inability to perform.

9. Repair process and inherent limitations

9.1 Our service is cosmetic restoration of existing surfaces, not replacement or structural remediation unless expressly quoted. A repair may remain perceptible under certain angles, lighting, touch or close inspection.

9.2 Colour, sheen, grain, texture and pattern are matched as closely as reasonably achievable. Ageing, ultraviolet exposure, previous coatings, batch variation and surrounding wear may prevent an exact match.

9.3 We do not guarantee that concealed defects, underlying voids, movement, moisture, poor adhesion, cracking, delamination or other substrate faults will be corrected by a cosmetic repair.

9.4 Certain high-risk repairs, including floor tile cracks, edges, wet areas, heavily stressed surfaces or pre-existing structural damage, may carry repair-specific limitations or exclusions explained in the quotation.

9.5 The customer must follow any repair-specific curing, cleaning and aftercare instructions supplied. Normal wear, fresh impact damage, misuse, harsh chemicals and later third-party alterations may affect the finish or durability.

10. Inspection, acceptance and remedial work

10.1 We will invite the customer or authorised site representative to inspect the completed Works where reasonably practicable. Any visible concerns should be raised promptly so we can assess them.

10.2 A signature, payment or failure to inspect does not remove statutory consumer rights or prevent a legitimate later complaint.

10.3 We may request photographs and reasonable access to investigate reported defects. Where a problem is attributable to our failure to perform with reasonable care and skill, we will provide the remedy required by law.

10.4 For Commercial Customers, a nominated representative should be available to inspect work daily or at agreed milestones. Commercial sign-off arrangements may be set out in the quotation.

11. Warranty and statutory rights

11.1 Unless expressly excluded or varied in writing before booking, we provide a voluntary 12-month limited workmanship warranty from the date of completion for a failure attributable to our workmanship or repair materials. This additional

warranty provides for a maximum of one complimentary remedial attendance for the affected repair during that 12-month period.

11.2 The warranty does not cover new impact damage, normal wear, misuse, inappropriate cleaning, moisture ingress, substrate movement, structural defects, pre-existing instability, third-party work or conditions outside our reasonable control.

11.3 Some repair types may have specific written limitations or no additional voluntary warranty where justified by their inherent characteristics. Any such condition will be identified before booking.

11.4 Once we have provided the one complimentary remedial visit under this voluntary warranty, the voluntary warranty benefit for that repair is exhausted and no further complimentary visits are offered under that warranty, even if the original 12-month period has not ended. The warranty does not renew or restart after a remedial visit. This limit applies only to our additional voluntary warranty; it does not remove or restrict any remedy the customer is entitled to by law.

11.5 The voluntary warranty is separate from, and additional to, any non-excludable statutory rights. In particular, domestic consumers retain their rights under the Consumer Rights Act 2015, including where services were not performed with reasonable care and skill. A further visit, repeat performance, price reduction or other remedy will be provided where legally required, notwithstanding the one-visit limit in clause 11.4.

12. External works and weather

12.1 External repairs depend on temperature, humidity, wind, precipitation and substrate conditions. We may postpone work where weather would make safe or durable application impracticable.

12.2 We will discuss an alternative date where practicable. Any costs arising from changes will be dealt with fairly under the relevant booking and cancellation provisions.

13. Lighting and appearance

13.1 We assess appearance in the lighting reasonably available at the time of repair. Different permanent lighting, daylight or viewing angles may reveal colour or sheen variation.

13.2 The customer should notify us in advance if temporary lighting will be used or if special appearance criteria have been agreed. We will discuss any additional work and cost before proceeding.

14. Health, safety and environmental conditions

14.1 We will follow applicable health and safety law and reasonable site rules notified before attendance. We may use coatings, solvents, adhesives, fillers, sanding tools and other equipment appropriate to the Works.

14.2 The customer must disclose relevant hazards and arrange reasonable ventilation, isolation or restricted access where required and agreed. Where spraying is planned, any necessary fire-alarm isolation or occupant notification must be arranged by the responsible site party, subject to lawful safety procedures.

14.3 If conditions create unacceptable risk, we may pause work until the issue is resolved. We will not knowingly bypass essential safety measures.

15. Additional works and variations

15.1 Only the quoted Works are included. Additional damage or new tasks identified on site will be assessed and quoted separately.

15.2 No additional chargeable work will be undertaken without the customer’s agreement to the revised scope and price.

16. Materials, curing and aftercare

16.1 Different products require different curing periods. A surface may appear dry before it is fully cured. The customer must observe the aftercare instructions and avoid premature use.

16.2 We may provide product-specific cleaning and maintenance guidance. Failure to follow appropriate instructions may contribute to damage but does not remove rights unrelated to that failure.

17. Liability and insurance

17.1 We are responsible for loss or damage caused by our breach of contract or negligence to the extent required by law.

17.2 Nothing in these terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability or consumer right that cannot lawfully be excluded or limited.

17.3 For Commercial Customers only, any agreed contractual liability cap or exclusion of indirect losses must be expressly set out in writing and remains subject to applicable law and reasonableness requirements.

17.4 We maintain business insurance appropriate to our activities and can provide relevant evidence on reasonable request.

18. Complaints and dispute resolution

18.1 Please contact us promptly at info@foremansnags.com with the booking reference, photographs and a description of the concern. We will investigate and respond within a reasonable time.

18.2 We will seek to resolve disputes through direct discussion first. Where appropriate, the parties may consider mediation or another agreed dispute resolution method.

18.3 Nothing requires a consumer to give up the right to pursue a claim in a court with jurisdiction or to use any statutory complaint procedure.

19. Data protection and photographs

19.1 We process customer contact details, job information, photographs, booking records and payment-status information for quotations, service delivery, administration, safety, legal compliance and legitimate business purposes.

19.2 Personal data will be handled in accordance with applicable UK data protection law and our separate Privacy Policy. Customers may contact info@foremansnags.com about privacy queries.

19.3 We will not publish identifiable customer details or images of private premises for marketing without an appropriate lawful basis and any consent required by law. Payment-card information is handled through the relevant payment provider.

20. Confidentiality and intellectual property

20.1 We will treat confidential business information received in connection with the Works appropriately, subject to lawful disclosures and information already public.

20.2 Our existing techniques, methods, training materials, photographs and know-how remain ours unless a separate written agreement provides otherwise. The customer retains ownership of their property and pre-existing materials.

20.3 Any bespoke commercial confidentiality or intellectual property arrangements must be agreed in writing; general repair bookings do not transfer ownership of our intellectual property.

21. Events outside reasonable control

21.1 Neither party is responsible for delay caused by events beyond reasonable control, provided it takes reasonable steps to reduce the effect and keeps the other party informed.

21.2 If a significant delay occurs, we will discuss rearrangement or cancellation and any appropriate refund, subject to statutory rights.

22. Notices and communication

22.1 Booking notices, variations, complaints and cancellation requests may be sent by email or another communication channel we have agreed with the customer.

22.2 Important contract information and booking confirmations will be provided in a form the customer can retain, where required by law.

23. General terms

23.1 If a provision is unenforceable, the remaining provisions continue to apply so far as legally possible.

23.2 A delay in enforcing a right does not automatically waive it.

23.3 These terms and the accepted quotation record the agreement, without excluding any representations or statutory rights that cannot lawfully be excluded.

23.4 English law applies, subject to mandatory consumer protections and applicable jurisdiction rules. Consumers retain any right to bring proceedings in a court permitted by law.

24. Acceptance and booking declarations

24.1 Before submitting the appointment form, the customer should have received the quotation and these terms in a form they can review and retain.

24.2 Acceptance of the terms confirms agreement to the quotation and applicable booking/payment arrangements. It does not by itself constitute a separate request to begin work during a statutory cancellation period.

24.3 Where relevant, the booking process must provide a distinct optional request for work to start within the statutory cancellation period, together with the legally required acknowledgement of the consequences of full performance.

Appendix A — Model consumer cancellation form

Complete and return this form only if you wish to cancel a contract to which a statutory cancellation right applies. You may instead send any clear cancellation statement.

To: Foreman Snags Ltd — info@foremansnags.com

I/We hereby give notice that I/we cancel my/our contract for the following service:

Service / quotation reference: _____

Ordered on / contract agreed on: _____

Name of consumer(s): _____

Address of consumer(s): _____

Signature (only if sent on paper): _____

Date: _____

Appendix B — Booking and payment summary

• This summary is for convenience; the clauses above and applicable law govern.

• Domestic booking: 50% of the VAT-inclusive quoted total is payable at booking, or the customer may elect to pay 100% in advance.

• Domestic balance: if 50% was paid at booking, the remaining 50% is due immediately upon completion of the agreed Works.

• Booking: the appointment is confirmed only after our written acceptance, completed booking details and required advance payment.

• Cancellation: request at least 48 hours' notice. Short-notice charges may be up to 50% (24–48 hours) or 100% (under 24 hours or after arrival), but for domestic consumers only fair, demonstrable net loss may be recovered, subject to statutory cancellation rights. If a repair proves infeasible after attendance, only a previously agreed location-based inspection fee may be deducted from the deposit, subject to applicable law.

• Repairs: cosmetic restoration is not replacement; finish and durability depend on the substrate and the specific repair limitations explained in the quotation.

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