



TERMS AND CONDITIONS

SNAGBUDDY.CO.UK
SNAGBUDDY LTD
Company Number: 09859190



SnagBuddy Ltd Terms and Conditions

1. Definitions:

In these terms and conditions, the following words shall have the following meanings: "Cancellation Fee" means 30% of the Fee and the Deposit. "Contract" means the contract between the Company and the Customer for the supply of Services in accordance with these conditions. "Customer" means the person, company, partnership or other organisation placing an Order either on their own as the intended recipient of the report or acting as an agent. "Deposit" means the sum £49.00. Further details in section 5.2 and section 6. "Fee" means as specified in the order less the deposit. The final fee is payable after the physical snagging has been completed and before the final report is shared with the customer. Further details in section 5. "Inspection Date" means the preferred date specified by the Customer in the Order. "Key Collection Point" means the location at which we have to collect the keys to the Property. "Order" means the description of the Services provided by the us to the Customer. "Payment Date" means as specified in the Order. "Property" means the address/building supplied by the Customer in the Order. "Report" means the report prepared by us in respect of the Property. "Services" means the services including the Report, supplied by us to the Customer as set out in the Order. "We", "us" and "the Company" are references to "SNAGBUDDY LTD registered in England and Wales with company number: 09859190".

1.2 A reference to a statute statutory provision is a reference to as amended or re-enacted.

1.3 A reference to writing or written includes email.

2. Agreement:

2.1. We agree to supply the Report to the Customer subject to these terms;

And

2.2 The Customer indicates their acceptance of these terms when placing the Order.

3. Customer Obligations:

3.1 The Customer:

(a) warrants that all the information they have supplied to us during the Order is true, accurate and complete;

(b) will provide us, our employees, subcontractors or agents with access to the Property on the Inspection Date;

(c) must provide us with truthful information in the Order regarding the Property, the Customer will be obliged to pay the correct Fee according to the size of the Property; and

(d) co-operate with us in all matters relating to the Services;

(e) ensure there are no large / heavy items of furniture blocking access to areas to be snagged, where there are, areas may be excluded

3.2 If we are prevented or delayed from performing our obligations by an act or omission by the Customer or failure by the Customer to perform the Customer's obligations contained in clause 3.1:

a) we have the right to suspend performance of the Services until such default has been rectified,

(b) we shall not be liable for any costs or losses sustained by the Customer as a result of a breach of the Customer's obligations,



(c) the Customer shall reimburse us on demand for any costs or losses reasonably sustained or incurred by us arising directly or indirectly from a breach of the Customer's obligations.

3.3 The pricing of the service is based on number of bedrooms, to be indicative of the size of house entirety. Therefore any partitioned habitable rooms located above ground floor regardless of size or name (e.g. "den room", "study / nursery" etc) according to the plans are to be classed as bedrooms. This is with the exception of a single living area being on the 1st floor, also bathrooms and en-suites are not habitable rooms so are excluded from this clause. The Customer agrees as per clause 5.9 for us to amend the booking should the information be inaccurate (unless otherwise agreed in writing by us).

4. Report:

We will produce the Report and it is provided to the Customer on the basis that they acknowledge and agree the following:

4.1 The information in the Report reflects only that which is available to us on the date the report was produced, we are unable to report on any additional issues which arise after the Inspection Date.

4.2 The information contained in the Report can change on a regular basis and we cannot be held responsible to the Customer for any change in information after the date upon which the Report was produced or for any inaccuracies or omissions.

4.3 The Report is produced only on the Property supplied in the Order.

4.4 Large items of furniture in place may result in elements being excluded.

4.5 The Customer agrees to keep the Report confidential disclosing its contents only to the Customer's professional advisors, site managers and tradesmen.

4.6 We endeavour to arrive at the Property to carry out the Services as advised.

4.7 The company is not Gas Safe registered nor Part P compliant because the checks carried out on the heating system and to electrical sockets are basic; the customer accepts that in no way are we to be held accountable for the type of checks a certified engineer would carry out.

4.8 The customer furthermore understands that this is not a structural survey and we cannot be responsible to the Customer for any inaccuracies or omissions.

5. Price and Payment:

5.1 The price payable for the Services includes VAT as appropriate

5.2 Deposit is payable at the time of Order at a fixed rate of £49.00, without payment the requested booking date cannot be secured.

5.3 The Customer shall pay the Fee and disbursements, detailed in this clause 5, agreed by us and the Customer by the Payment Date.

5.4 The Customer will pay the Final Fee no later than 48 hours from the invoice being issued. Upon receipt of the payment, the full snag report will be made available to the customer. The reports will remain withheld until full payment is received.

5.5 The Customer agrees to pay our travelling expenses that are incurred reasonably in carrying out the Services if the Property is located outside of the region chosen.

5.6 The Customer agrees to pay all our car-parking and congestion charges reasonably incurred in carrying out the Services, where appropriate, this will be added to the Customer's invoice.

5.7 If the Customer fails to make payment due to us by the Payment Date, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum is



complete. Interest will accrue each day at 5% above the Bank of England base rate, with the minimum rate being 4% if the base rate is below 0%.

5.8 If the property is found to be larger than the booking states, the Customer agrees for us to amend the invoice accordingly.

5.9 If the customer cancels services within 2 days of the Inspection Date, a cancellation Fee of 50% of the total Fee is payable.

6. Deposit:

6.1 The Deposit is payable by the Customer to us on the date of the Order.

6.2 The deposit is a refundable deposit if cancellation is required until 7 days prior to the booking, after that, the deposit is non-refundable. If cancellation is required, please notify of cancellation clearly in an email to buddy@snagbuddy.co.uk.

6.2 If on the Inspection Date we are unable to gain entry to the property / entry is refused or the property is not in a suitable state for inspection (deemed too early to the extent we cannot fulfil our role properly) or we are otherwise asked to leave the premises:

(a) 75% of the Fee shall remain payable if we have spent less than two hours at the Property, plus any travelling costs and parking costs;

(b) 100% of the Fee shall remain payable if we have spent two hours or more at the Property but are unable to complete a full inspection, plus any travelling costs and parking costs

7. Inspection Date Change Requests

7.1 Upon payment of the Deposit we will reserve the Inspection Date

7.2 Where the Customer wishes to change the Inspection Date and gives us less than 7 days notice prior to the Inspection Date, the Customer must pay an additional Deposit.

7.3 Inspection Date Changes will be wholly dependent on our availability, we cannot change to a date where we have no availability

8. Third Party Rights:

8.1 Unless it expressly states otherwise, this contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the contract.

8.2 The rights of the parties to rescind or vary the contract are not subject to the consent of any other person.

9. Severance:

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

10. Data Protection:

10.1 The Company shall process any personal data (defined in the Data Protection Act 2018) only in accordance with the Customer's instructions from time to time and shall not process the personal data for any purposes other than those expressly authorised by the Customer.



10.2 Each party warrants to the other that it will process the personal data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.

11. Limit Liability:

11.1 Nothing in these conditions shall limit or exclude our liability for:

- (a) Death or personal injury caused by its negligence or the negligence of employees, agents or subcontractors;
- (b) Fraud or fraudulent misrepresentation;
- (c) Breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) Any matter in respect of which it would be unlawful for us to exclude or restrict liability.

11.2 Subject to clause 11.1 we shall under no circumstances whatsoever be liable to the Customer whether in contract, tort (including negligence), breach of statutory duty or otherwise for any loss of profit, or any indirect or consequential loss arising under or in connection with this contract.

12. Complaints:

If the Customer has a query or complaint about the conduct of our inspectors or the Report produced, they should raise it in writing to the SnagBuddy email, buddy@snagbuddy.co.uk or a hardcopy to SnagBuddy, 17 Camelot Way, Duston, Northampton, NN5 4BG

13. Termination:

13.1 Without affecting any other right or remedy available to it either party may terminate the Contract by giving the other party written notice to the other party if:

- (a) the other party commits a material breach of any term of the contract and fails to remedy that breach within 7 days of that party being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors, being wound up, having a receiver appointed to any of its assets or ceasing to carry on business.

13.2 Without affecting any other right or remedy we may terminate or suspend the supply of the Services under the Contract with immediate effect giving written notice to the Customer if the Customer fails to pay any amount due under the contract on the Payment Date.

13.3 On termination of the Contract the Customer shall immediately pay to us all outstanding sums due.

13.4 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the contract which existed at or before the date of the termination.

13.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the contract shall remain in full force and effect.

14. Governing Law:

The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

15. Jurisdiction:



Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual dispute or claims) arising out of or in connection with the contract or its subject matter or formation.