

## Terms & Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY – BY ACCEPTING A QUOTATION FROM PAINTS & LADDERS YOU ARE ENTERING INTO A CONTRACT WITH US AND AGREEING TO THE FOLLOWING TERMS AND CONDITIONS

'We, 'us and 'our' means Paints & Ladders. 'You', 'the client', 'the customer', 'your' means the person who requested our services and enters into this contract.

### SECTION 1

#### FIXED RATES AND QUOTATIONS

##### 1.1 Contract

The agreed final quotation represents a written contract for the exact work to be completed at the price quoted.

- Any agreement made verbally is not covered by the contract unless it has been written into said contract.
- The agreement is made between Paints & Ladders and the client. The client is identified as the person who requested the quotation.
- Paints & Ladders will not enter into any dialogue, accept any requests or communicate in any way with anyone other than the client except where the client has provided written permission that allows us to do so.
- The acceptance of the quote, electronically or by any other means signifies a full acceptance and commitment to accept these terms and conditions.
- Please check your quotation carefully.

##### 1.2 Scope of quoted work

The quote written by Paints & Ladders for the client represents the requests of the client. It is not a builder's survey and we will not be held liable for any task that is not included in the written quote.

##### 1.3 Electric and water

The client will be expected to provide electrical power, running water and toilet facilities where reasonably possible.

Occasionally we may have to interrupt the electrical or water supply to carry out our work.

##### 1.4 Condition of existing walls and ceilings

Unless specifically mentioned, no provision is made for repair of plastering beneath papered walls or ceiling surfaces, as it is assumed that such plastering is in good condition, and is suitable to take the treatment specified. Similarly, the costs of the repairs and renewals of any defects which are not visible at the time of estimating will be chargeable, unless allowance for such items is made in the quotation.

##### 1.5 Cancellation

In the event of cancellation by the client, the client agrees to notify Paints & Ladders in writing or by email 14 days before the project start date. In the event that Paints & Ladders are not notified of the cancellation, the client agrees to pay all of Paints & Ladders administration, lost work and scheduling costs amounting to no less than 15% of the total project cost.

If the customer elects to cancel our services after we have begun work, the customer agrees to pay all of Paints & Ladders administration, lost work and scheduling costs amounting to no less than 50% of the total project cost. Postponement of scheduled works rather than cancellation is acceptable only if the rescheduled date is bona fide and within 3 months of the initial date scheduled. Should further

postponement occur, you will be deemed to have cancelled our services and the cancellation levy will apply as above.

#### 1.6 Materials

All necessary materials can and will be provided by us unless otherwise agreed and will always be of high quality and used in an appropriate manner as per the manufacturer's guidelines.

Where it is necessary to match existing decor, our work will be carried out with this in mind, using appropriate materials that provide an exact match where possible. If an exact match will not be achievable, the client will be consulted.

The quote is based on materials as detailed. Any different materials requested such as Dulux 'Light & Space' range, Dulux 'Diamond' range, Farrow & Ball paints, other designer paints etc. may be charged at extra cost if not specified in our quotation.

If the customer requires two or more colours within a room, this may be charged at extra cost if not pointed out at the time of pricing.

The amount of paint required is the full responsibility of Paints & Ladders. If our estimate of paint is wrong, we will pay the extra cost, not the customer.

Changing the colour during or after the decorating work will result in additional costs to the customer.

Where possible we try and leave spare paint with the customer at the end of the works.

Paints & Ladders are not responsible for the performance or suitability of any materials, parts or products purchased directly by the client and the client allows Paints & Ladders to use these at their own risk.

#### 1.7 Changes to your quote

Any quote or estimate may be subject to revision. If a customer makes changes to their property or building after receiving a quote from Paints & Ladders, the customer must let us know of all changes made as soon as possible, so that their quote can be revised. Any changes made without notifying us, may cause a delay in the work until a price has been agreed for any changes.

#### 1.8 Completion timescales

Estimated completion times are guidelines and although we will endeavour to complete the work in the time frame indicated, we will not be held liable for failure to complete the scheduled works within the estimated time frame. Similarly, it may be that by employing extra resources we can finish a project more quickly than estimated. In either case the price of the quote will still remain the same.

#### 1.9 Storage of tools

We may on occasion request that tools be left on site overnight. The client reserves the right to decline such requests.

#### 1.10 Validity period of quotes

Unless otherwise stated, the price given is fixed for 3 months. After this time a small increase may accrue.

The price is based on the information given by the customer at the time of pricing the work or any plans provided. Any changes to the information or plans may change the price. Any extra work requested by the customer will be charged at £25 per hour plus material costs.

#### 1.11 Damages and sub-standard workmanship

It is the responsibility of the client:

- To remove valuable and/or fragile items from the areas to be decorated.
- To remove pictures and other wall-hangings.
- To remove electrical goods.

Assistance can be provided with the repositioning and/or removal of bulky furniture items and goods, but may incur an additional charge. We reserve the right to decline to move goods if the condition is at risk of damage to the equipment or the property. We reserve the right to decline to move particularly heavy or bulky items if they present a higher than accepted health and safety risk. Where items cannot be covered or protected, but could easily be removed, we will request that they are removed before work commences. We cannot be held liable for damage to such items if they are not removed. In the event of breakage or damage to the property, Paints & Ladders will notify the client immediately and set out steps to remedy the situation. The client must notify Paints & Ladders, within 24 hours of an alleged breakage or damage caused by our employees.

Similarly, if at the end of the job the client is dissatisfied with any aspect of the service, they must inform us as soon as possible. Clients must allow Paints & Ladders to effect a remedy using our own tradespersons and under no circumstances will we be held liable for the costs of reparations by third parties that we have not expressly agreed to in writing.

#### 1.12 Additional work

We are usually happy to do favours for our clients over and above our quotations, however this is expressly done at your own risk and we will not accept any responsibility for any work undertaken that is not in your written quote, including loss or damage to persons or property.

#### 1.13 Precautions

We will take every possible precaution to ensure that all vulnerable areas and any objects left in the work area are carefully and thoroughly covered and/or masked. However, there will always remain a very small risk of overspill or dust getting past these precautions. In the rare event of overspill, dust or other cosmetic damage, we will endeavour to ensure that it is satisfactorily cleaned.

#### 1.14 Pre-existing damage

We may take photographs of your property or complete a pre-existing damage form prior to the start of the project. In the unlikely event that we do damage your property and this is a result of our negligence, you will be covered by our insurance for the full amount. However, claims that we can dispute with photo evidence or written agreement will incur a £50 charge per complaint to cover administration costs.

#### 1.15 Payment of quoted and fixed price work

The client agrees to pay the invoice for completed work immediately after completion of the project. In the event that the client is unhappy with the standard of workmanship, the correct complaints procedure as show in these terms and conditions must be followed. All materials purchased for, or on behalf of the client, remain the property of Paints & Ladders until payment of the final invoice by the client to Paints & Ladders. In the event of dispute, the client agrees to allow access to the property by a representative of Paints & Ladders to retrieve all materials that remain the property of the company. We are happy to provide invoices for businesses and individuals. However, payment is due within the time-scales as stated in the Terms and Conditions and the amount, unless amended by Paints & Ladders, is fixed in the quotation.

#### 1.16 Deposits

On projects under £4,000.00 no deposits are required. On projects over this amount an initial deposit to cover materials may be requested. An interim payment may also be requested part of the way into the works.

#### 1.17 Completion of the project

If Paints & Ladders deem it necessary, the client must make themselves available on the last day of the project for consultation and final sign-off for the project. In the event that the client is unavailable, unless otherwise agreed in writing, the client accepts that the project has been completed to their satisfaction and payment in full is due.

#### SECTION 2 – PAYMENT

Full payment of the invoice must be made by the customer within 7 days of the invoice date.

Payments can be made by cheque (on the last day of the work only), by bank transfer or by credit/debit card. Credit card payments carry an additional cost to the customer of 2% of the invoice total.

Any payments over 14 days after the invoice date will be charged an extra 5% of the total invoice value. If a payment has not been made within 21 days, the outstanding invoice may be passed onto a debt recovery company, where further charges will apply.