

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY—BY USING THE SERVICES OF PROFESSIONAL PAINT PERFECTION YOU ARE ENTERING INTO A CONTRACT WITH US AND AGREEING TO THE FOLLOWING TERMS AND CONDITIONS.

'We', 'us' and 'our' means Professional Paint Perfection. 'You', 'the client', 'the customer', 'your' means the person who requested our services and enters into this contract.

## **1 Quotations**

- 1.1 The agreed final quote represents a written contract for the exact work to be completed at the price quoted.
- 1.2 The agreement is made between Professional Paint Perfection and the client who requested the quote.
- 1.3 Any agreement made verbally is not covered by the contract.
- 1.4 Acceptance of the quote, electronically or by any other means, signifies a full acceptance of these terms and conditions.
- 1.5 The quote provided by Professional Paint Perfection for the client represents the requests of the client. It is not a builder's survey and Professional Paint Perfection will not be held liable for any task that is not included in the written quote or in a written variation to the quote.
- 1.6 All quotations are valid for 30 days from date of issue.
- 1.7 In the event that work is not undertaken within 6 months of acceptance of a quote, a new quote may be issued.

## **2 Payment**

- 2.1 You must pay the amount set out in the quotation and in any variation to the quotation.
- 2.2 Unless otherwise expressly stated in the quotation, the price is exclusive of GST.
- 2.3 Invoices must be paid in full within 7 days of the date of issue. If you do not pay an invoice by the agreed date, you may be liable for late payment fees or charges, which may include all reasonable costs incurred by us in seeking to recover payment. All invoices must be paid in full, without any deduction.
- 2.4 The existence of any dispute or claim in relation to the completed work is not a valid reason for withholding or delaying the payment of any invoice.

## **3 Deposits**

- 3.1 Professional Paint Perfection reserves the right to request a deposit
- 3.2 All deposits are non-refundable.
- 3.3 Professional Paint Perfection reserves the right to request progress payments.

## **4 Site**

- 4.1 You must be able to provide access to the site at the agreed time, including access to any locked or restricted areas as deemed necessary.
- 4.2 Significant difficulties in accessing or securing the site may be necessitate a variation to the quote (see 11. Variations)
- 4.3 Significant and insurmountable difficulties in accessing or securing the site may be necessitate a termination of the contract (see 10. Termination of contract)
- 4.4 The site must be safe and secure for undertaking work and for storing equipment for the duration of the work.
- 4.5 You will provide suitable site amenities (including power, water and toilet facilities) and, if requested by us, site storage facilities, at no cost to us.
- 4.6 Where any doubt exists as to the suitability and or structural soundness of any working platform such as balcony, roof etc. the client may be asked to provide professional evidence such as structural engineers report prior to works commencing. Failure to provide a report on request may result in termination of the contract (see 10. Termination of the contract).

## **5 Substrate and Surface**

- 5.1 You acknowledge that the quoted price is based on the site being made available to us in the same condition as the date of issue of the quote.
- 5.2 You acknowledge that the quoted price is based on the site being free from latent defects or conditions which may affect the work. If we, acting reasonably, consider that latent defects or conditions or changed site conditions affect the performance of the works, this will deemed to be a variation (see 11. Variations).

- 5.3 The extent of surface preparation included in the quote is limited to sanding or scraping of the previous coat (if applicable) and filling minor surface depressions to create a flush surface.
- 5.4 Unless stated in the quote, 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.
- 5.5 The costs of repairs and renewals of any defects which are not visible at the time of estimating will be chargeable as a variation (see 11. Variations), unless allowance for such items is included in the quote.
- 5.6 Unless specifically stated in the description of the works in the quotation, the works exclude rectification of faults or defects in the building structure or substrate condition, delaminating previous coatings and repairs or replacement (in whole or in part) of existing substrate surfaces.
- 5.7 Unless specifically stated in the description in the quotation, the work excludes removal of paint drops or splatters that have been left on surfaces, including but not limited to glass, concrete, flooring and brickwork, from work previously undertaken by other parties.
- 5.8 It is the responsibility of the client to make Professional Paint Perfection aware of any hazardous material on site (including but not limited to lead paint and asbestos).
- 5.9 If we determine that substrate, surface or structural repairs or replacements (including the removal of any lead paint, asbestos or other hazardous material) should be undertaken prior to carrying out any part of the works, we will notify you. We may suspend performance of the works pending completion of such repairs or replacements being carried out by you or persons engaged by you at your cost.
- 5.10 We will not be responsible for any delays or variations as a result of any substrate, surface or structural repairs or replacements we determine should be undertaken.
- 5.11 If we notify you that substrate, surface or structural repairs or replacements should be undertaken and you decline to do so we may terminate our contract with you (see 10. Termination of Contract).

## **6 Timeframes**

- 6.1 Estimated completion times are guidelines only, we will not be held liable for failure to complete the scheduled works within any estimated time frame.
- 6.2 If, by employing extra resources we can finish a project more quickly than estimated, the price of the quote will not change.
- 6.3 Weather conditions may affect the timeframe of the project. Weather conditions are conditions that are not suitable for the application and or preparation of painted surfaces or else are conditions that pose unreasonable risks to us as we undertake work. Unsuitable weather conditions may include extremes of temperature, precipitation or wind or other conditions as determined by Professional Paint Perfection.
- 6.4 Start dates are subject to weather conditions.
- 6.5 Project completion times are subject to weather conditions.
- 6.6 We reserve the right to postpone any contract due to adverse weather conditions.

## **7 Materials**

- 7.1 All necessary materials can and will be provided by Professional Paint Perfection unless otherwise agreed.
- 7.2 Where it is necessary to match existing decor, our work will be carried out with this in mind, using appropriate materials that provide a close match where possible. If a match is not achievable, the client will be consulted.
- 7.3 Professional Paint Perfection is not responsible for the performance or suitability of any materials, parts or products purchased directly by the client. The client allows Professional Paint Perfection to use these at their own risk.

## **8 Damages and Disputes**

- 8.1 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 items hanging from a wall or walls to be painted; to remove electrical goods from the areas where works will be carried out; and to remove any other items on the request of Professional Paint Perfection where such item may reasonably interfere with our capacity to complete the work safely and securely. Where items cannot be covered or protected, but could easily have been removed, we will request that they are removed.

- 8.3 Professional Paint Perfection may voluntarily assist with the repositioning and/or removal of furniture items and goods. No responsibility will be taken for damage to goods where the owner has requested the assistance of Professional Paint Perfection in moving or repositioning said goods.
- 8.4 We reserve the right to decline to move goods if there is risk of damage to the equipment or the property.
- 8.5 We reserve the right to decline to move particularly heavy or bulky items if they present a higher than accepted health and safety risk.
- 8.6 We cannot be held liable to damage to items if they are not removed.
- 8.7 In the event of breakage or damage to the property, Professional Paint Perfection will notify the client immediately and set out steps to remedy the situation
- 8.8 Professional Paint Perfection will not be held liable for disputes arising from any work not undertaken by an individual employed by or sub-contracted by Professional Paint Perfection.
- 8.9 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.
- 8.10 In the event of dissatisfaction with the completed job a client must allow Professional Paint Perfection 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.
- 8.11 The client must notify Professional Paint Perfection, in writing within 24 hours of an alleged breakage or damage caused by our employees.
- 8.12 If Professional Paint Perfection deems it necessary, the client must be 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.

## **9 Colour Choice**

- 9.1 Colour choice is the client's responsibility. While Professional Paint Perfection is happy to provide colour advice on request, we take no responsibility for any colour choices (including but not limited to paint colours and wallpaper designs) and recommends clients test colours in a variety of lights prior to final decision.
- 9.2 Poor coverage due to colour choice may result in a variation to the quote.
- 9.3 In the case of a repaint where colour choices are not provided by the client Professional Paint Perfection will match, where possible, to the existing colour.

## **10 Cancellation and Termination of Contract**

- 10.1 In the event of cancellation by the client, the client agrees to notify Professional Paint Perfection in writing 28 days before the project start date.
- 10.2 In the event that Professional Paint Perfection are not notified in writing of the cancellation, the client agrees to pay all of Professional Paint Perfection's administration, lost work and scheduling costs amounting to no less than 10% of the total project cost.
- 10.3 If the customer elects to cancel our services after we have begun work, the customer agrees to pay all of Professional Paint Perfection's administration, lost work and scheduling costs amounting to no less than 40% of the total project cost.
- 10.4 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.
- 10.5 Professional Paint Perfection reserves the right to terminate a contract for the reasons outlined in these terms and conditions or for any other reasons not stated in these terms and conditions.
- 10.6 We will be entitled to invoice you, and be paid, for any work undertaken or materials purchased for undertaking the work up to the date of termination or cancellation.

## **11 Variations**

- 11.1 In some cases we are happy to do small "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, or contained in a written variation, including loss or damage to persons or property.

11.2 As a condition to agreeing to any variation in the scope of work, we may require that the price and payment terms be varied.

11.3 Unless specifically identified in the quotation, the following will be deemed to be variations: additional coats of paint required as a result of a colour selection that does not provide adequate coverage over the existing surface; changes to paint colours, brand or finish after work has commenced or paint has been ordered by us; where any colour scheme exceeds a maximum of three colours; where the access methods on which the quote was based (such as scaffolding or elevated work platforms) are restricted due to engineering issues or site conditions; and in the case that any information relevant to site access, scope of work or estimated time to complete the work which you knew (or after reasonable consideration and making reasonable enquiries prior to engaging us should have known) may affect the performance of the work in any way, but did not make available to us prior to accepting our quote. Additional reasons for variation to quote, not directly covered in these terms and conditions, may be applicable.