



# Premier Painting and Decorating

Quality | Value | Perfection

## Terms and Conditions

In these terms and conditions “the Customer” shall mean the person, firm, Company or authority whose order has been accepted by the Company and “the Works” shall mean to be carried out pursuant to an order accepted by “the Company” (Premier Painting and Decorating).

1. The Company will generally use Dulux/Johnstones or equivalent trade paint. If any other make of paint is to be used the client will pay the extra amount to cover the difference between the Dulux/Johnstones paint quoted in the written quote to the paint that is required.
2. On receiving the quotation/contract from the Company and agreed the fee the Company is of the understanding that the Customer has read and understood fully the Company’s Terms and Conditions.
3. All prices indicated are not subject to Valued Added Tax (VAT).
4. Unless otherwise agreed in writing payment is due in full on completion of the works. Should payment not be received on or after the 14th day of completion the Company will charge interest at a rate of 4% per annum above the then current base rate of Barclays Bank plc on all over due amounts.
5. All prices are based on the cost to then Company of goods and materials, labour, transport and other costs ruling at the date when such prices were quoted. In the event of any such costs to the Company being increased directly or indirectly prior to the completion of the works, the Company reserves the right to charge all such

increases as an addition to the quotation price.

6. The Company reserves the right to request interim payments on accounts to the value of work and/or materials employed or delivered.

7. Any commencement or completion dates are given by the Company at any time are given in good faith but time is not of the essence of the quotation/contract and the Company shall not be liable for any loss, damage or expenses suffered by the Customer or any other party arising directly or indirectly from the Company's failure to comply with such dates.

8. If any completion date is delayed for any reason beyond the Company's control (including weather, hired equipment, accidents, loss, damage of any kind, strikes, lockouts, cessation of labour affecting any trade engaged upon the works or the inability of the Company to secure labour and/or materials) a fair and reasonable extension of the time for completing the works shall be granted to the Company and the Customer will remain liable to pay for the value completed part.

9. Where applicable the Customer is responsible for the accuracy of any drawings, designs and/or specifications submitted to the Company by or on behalf of the Company and the Company will indemnify the Company and keep it indemnified against any cost, claims, liabilities or damage caused by any errors, omissions or inaccuracies in such drawings, designs and/or specifications.

10. Materials and equipment delivered/stored to the Customer's site for use will remain the Company's property until applied or fixed to the Customer's premises according to the quotation/contract, or in the case of materials and equipment that remain unfixed until the Company has received payment in full. Until such fixing or payment the Customer is responsible for the security, protection and safe keeping of such materials and equipment howsoever arising.

11. The Company will make every effort possible to sheet down and protect the Customers property, however, due to the nature of this business we cannot be held liable for any dust travel within the property of the customer.

12. The customer accepts responsibility for the removal of the customers furniture and fixtures, such as curtain tracks etc. The company will assist if requested to do so, but accepts no liability for accidental damage that may arise. The company reserves the right to make an additional charge if deemed necessary.

13. The above terms and conditions are accepted by the customer on the customers instruction to the company to carry out any works quoted or estimated for.