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## PAINTING AND DECORATING

### TERMS AND CONDITIONS

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#### BACKGROUND:

These Terms and Conditions shall apply to the provision of services by **DEC HANDS LIMITED** a company registered in England & Wales under number 9089530 and registered for VAT under number 311800356, whose registered office is at 70 Milford Street, Salisbury, SP1 2BS (“the **Decorator**”) to customers that require interior decorating services.

#### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Agreement”</b>	means the contract into which the Parties will enter on the Customer’s acceptance of the Quotation and of these Terms and Conditions which shall incorporate, and be subject to, these Terms and Conditions <b>(including any terms attached hereto as Schedule 1;</b>
<b>“Agreed Date”</b>	means the date on which the provision of the Services will commence as agreed by the Parties as evidenced in Schedule 1 <b>or otherwise in writing;</b>
<b>“Agreed Times”</b>	means the times which the Parties shall agree upon during which the Decorator shall have access to the Property to render the Services as evidenced in Schedule 1;
<b>“Business Day”</b>	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in London;
<b>“Confidential Information”</b>	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
<b>“Customer”</b>	means the individual or business that requires the Services subject to these Terms and Conditions and the Agreement;
<b>“Final Fee”</b>	means the total of all sums payable which shall be shown on the invoice issued in accordance with Clause 4 of these Terms and Conditions.

<b>“Job”</b>	means the complete rendering of the Services;
<b>“Order”</b>	means the Customer’s initial request to acquire the Services from the Decorator as set out in Clause 2 of these Terms and Conditions;
<b>“Products”</b>	means the products required to render the Services which the Decorator shall procure and supply (unless otherwise agreed);
<b>“Property”</b>	means the Customer’s property or premises, as detailed in the Order and the Agreement, at which the Services are to be rendered;
<b>“Quotation”</b>	means a quotation detailing proposed fees and services supplied to the Customer in accordance with Clause 2 of these Terms and Conditions;
<b>“Quoted Fee”</b>	means the Fee which will be quoted to the Customer following the Order which may vary according to the actual work undertaken as set out in Clause 4 of these Terms and Conditions;
<b>“Services”</b>	means the interior decorating services provided by the Decorator as detailed in Clause 5 of these Terms and Conditions;
<b>“Visit”</b>	means any occasion, scheduled or otherwise, on which the Decorator shall visit the Property to render the Services; and
<b>“Work Area”</b>	means the part of the Property within which the Services are to be rendered.

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
  - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
  - 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
  - 1.2.4 a Schedule is a schedule to these Terms and Conditions;
  - 1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
  - 1.2.6 a "Party" or the "Parties" refer to the parties to the Agreement.
- 1.3 The headings used in these Terms and Conditions are for

convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.

## 2. **Orders**

- 2.1 The Decorator accepts orders for its Services through text, phone, Decorator's website or social media account/s, email and / or post.
- 2.2 When placing an Order the Customer shall set out, in detail, the Services required. Details required include the location and size of the Property, the number and type of rooms which are to be decorated, the type(s) of decorating required (e.g. painting, wallpapering etc.)

The Decorator shall provide an order form to the Customer which shall provide prompts for all required information. All such details are set out in the Agreement.

The Decorator should be given reasonable advance requests/ orders so as to allow sufficient time for processing.
- 2.3 Once the Order is complete and submitted the Decorator shall prepare and submit a Quotation to the Customer either by email or first class post which shall set out the required Deposit and fee, detailed in Clauses 3 and 4 respectively.
- 2.4 The Customer shall be free to make changes to the Order and Quotation prior to acceptance. The Customer may accept the Quotation by telephone, email or first class post.
- 2.5 The Agreement comes into force and is legally binding when the Decorator accepts the Customer's order in writing.

## 3. **Deposit**

- 3.1 At the time of accepting the Quotation or not more than 7 days thereafter the Customer may be required to pay a Deposit to the Decorator as specified in the order or Quotation.

Orders shall not be deemed confirmed until any stated Deposit is paid in full.
- 3.2 Subject to the provisions of Clause 8 the Deposit shall be non-refundable.

## 4. **Fees and Payment**

- 4.1 The Quoted Fee shall include the price payable for the Services and

for the estimated parts or other goods required to render the Services and is further evidenced in Schedule 1.

- 4.2 The Decorator shall use all reasonable endeavours to use only the parts or other goods (and quantities thereof) set out in the Quotation and the Agreement; however if additional parts or other goods are required the Final Fee shall be adjusted to reflect this. Any such increases shall be kept to a minimum.
- 4.3 In the event that the price of parts or other goods or services increases during the period between the Customer's acceptance of the Quotation and the commencement of the provision of the Services, the Decorator shall inform the Customer of such increase and of any difference in the Final Fee.
- 4.4 The Decorator shall invoice the Customer when the provision of the Services is complete or as otherwise specified in the Agreement.
- 4.5 All invoices must be paid within 30 days of receipt by the Customer.
- 4.6 Any sums which remain unpaid following the expiry of the time period set out in sub-Clause 4.5 shall incur interest on a daily basis at 5%p/a above the base rate of Santander Bank at the time.

## 5. **Services**

- 5.1 The Services shall be rendered in accordance with the specification set out in the accepted Quotation and in the Agreement and / or the Work Order (as may be amended by mutual agreement from time to time).
- 5.2 The Decorator may provide drawings, sketches, impressions, plans or similar documents in advance of the Job. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Job nor to guarantee specific results.  
  
In particular, but without limitation to the foregoing, colours of paints and materials may vary slightly from samples and there can be slight variations between different product batches.
- 5.3 The Decorator shall ensure that the Services are rendered with reasonable care and skill and to a reasonable standard which is commensurate with best practice in the interior decorating trade.
- 5.4 The Decorator shall ensure that he complies with any and all relevant codes of practice.
- 5.5 While rendering the Services the Decorator shall ensure that furniture, flooring and walls in the Work Area that are not the subject of the Services are suitably covered and protected for the duration of the Job.
- 5.6 The Decorator shall properly dispose of all waste that results from his rendering of the Services.
- 5.7 Time shall not be of the essence in the rendering of the Services under these Terms and Conditions or under the Agreement.

5.8 Following completion of the Job the Customer shall have a period of 14 days within which to inspect the completed work and to notify the Decorator of any defects. The Decorator shall correct any such defects at no additional cost to the Customer.

## 6. **Customer's Obligations**

6.1 If any consents, licenses or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, it shall be the Customer's responsibility to obtain the same in advance of the commencement of the Services.

6.2 The Decorator may require the removal of certain furniture, fixtures and fittings in the Property prior to the commencement of the Services. Unless specifically agreed otherwise any such removal shall be the responsibility of the Customer.

6.3 The Customer shall ensure that the Decorator can access the Property at the Agreed Times to render the Services.

6.4 The Customer shall have the option of giving the Decorator a set of keys to the Property or being present at the Agreed Times to give the Decorator access. The Decorator warrants that all keys shall be kept safely and securely.

6.5 The Customer shall ensure that the Decorator has access to electrical outlets and a supply of hot and cold running water.

6.6 The Customer must give the Decorator at least 48 hours notice if the Decorator will be unable to provide the Services on a particular day or at a particular time. The Decorator will not invoice for cancelled Visits provided such notice is given. If less than 48 hours notice is given the Decorator shall invoice the Customer at his normal rate.

6.7 If the Decorator has emailed or sent a job preparation guide ("Job Preparation Guide") then unless that has been queried or objected to the Customer shall comply with preparation of the Property in accordance with that Job Preparation Guide.

6.8 Preparation of the premises (the Property) shall include any requirements set out in Schedule 1.

6.9 The Customer shall make available (and where applicable, deliver to the Decorator, all keys or other access required. In the event of any security and / or Health & Safety requirements at the Property the Customer shall be liable for providing suitable and secure access and for Health & Safety at the Property.

6.10 **Customers who are Estate Agents** must make keys available for viewing the Property prior to commencement of Services and such Customers warrant that they have appropriate authority to provide such keys and access to the Property, and the details of the Landlord and Property.

6.10 The Decorator shall not be obliged to continue works / Services in the event that any tenants or other occupiers at the premises do not

reasonably co-operate or whose behaviour is unacceptable or rude.

## **7. Cancellation**

- 7.1 The Customer may cancel or reschedule the Job at any time before the Agreed Date. The following shall apply to cancellation or rescheduling:
- 7.1.1 If the Customer cancels the Job more than 28 days before the Agreed Date the Decorator shall issue a full refund of all sums paid, including the Deposit.
  - 7.1.2 If the Customer reschedules the Job more than 28 days before the Agreed Date the Decorator shall retain all sums paid, including the Deposit and shall deduct all such sums from any related balance payable on the rescheduled Job.
  - 7.1.3 If the Customer cancels the Job less than 28 days but more than 14 days before the Agreed Date the Decorator shall refund any sums paid less the Deposit.
  - 7.1.4 If the Customer reschedules the Job less than 28 days but more than 14 days before the Agreed Date the Decorator shall retain any sums paid including the Deposit and shall deduct all such sums (excluding the Deposit) from any balance payable on the rescheduled Job. A new Deposit shall be payable on the rescheduled Job.
  - 7.1.5 If the Customer cancels the Job less than 14 days before the Agreed Date the Decorator shall retain all sums paid and any outstanding sums shall become immediately payable. No refund shall be issued.
  - 7.1.6 If the Customer reschedules the Job less than 14 days before the Agreed Date the Decorator shall retain all sums paid and any outstanding sums shall become immediately payable. No refund shall be issued and no sums paid will count toward the fees and Deposit payable on the rescheduled Job.
- 7.2 The Decorator may cancel the Job at any time before the Agreed Date and shall refund all sums paid, including the Deposit.
- 7.3 The Decorator shall be entitled to immediately stop work/ Services and to terminate the Agreement in the event that there is non-payment or other material breach of the Agreement by the Customer.

## **8. Liability, Indemnity and Insurance**

- 8.1 The Decorator shall ensure that he has in place at all times suitable and valid insurance which shall include public liability insurance.
- 8.2 Save in respect of death or personal injury, the Decorator's total liability for any loss or damage caused as a result of his negligence or breach of these Terms and Conditions or of the Agreement shall be

limited to £ .

- 8.3 The Decorator is not liable for any loss or damage suffered by the Customer which results from the Customer's failure to follow any instructions given by the Decorator.
- 8.4 Nothing in these Terms and Conditions shall limit or exclude the Decorator's liability for death or personal injury.
- 8.5 The Customer shall indemnify the Decorator against any costs, liability, damages, loss, claims or proceedings arising out of the Customer's failure to meet any of its obligations or any other breach of these Terms and Conditions.

## 9. **Guarantee and Materials used**

- 9.1 Subject to Clause 9.3 below the Decorator guarantees that the product of all Services provided shall be free from any and all defects for a period of 12 months following completion of the Job.
- 9.2 If any defects in the product of the Services appear during the guarantee period set out in sub-Clause 9.1 the Decorator shall rectify any and all such defects at no cost to the Customer.
- 9.3 The Decorator does not guarantee materials or Services where works are carried out to surfaces or areas that are unsuitable; for example, but without limitation;
  - a) where walls have damp or other latent defects,
  - b) where the Decorator has no knowledge of the specific environment, such as surfaces being unsuitable,
  - c) where a problem arises or is evident and such problem cannot be fixed by decorating,and any guarantee is subject to the compliance with the requirements detailed in Clause 4 of the Schedule with regards to matters such as preparation of the premises.
- 9.4 The decorator supplies its own materials for all jobs. The Decorator does not recommend that customers supply it with materials that the Decorator has not chosen (or verified), beyond specifying colour and gloss level (for paint as an example). If the Customer insists that the Decorator uses only the paint provided to it (by the Customer), the Decorator cannot be responsible in any way for the finish quality, repaints, or extra time required, and may refuse to use materials supplied to it without explanation in favour of using materials which the Decorator knows will perform correctly.

## 10. **Data Protection**

- 10.1 All personal information that the Decorator may use will be collected, processed, and held in accordance with the provisions of EU

Regulation 2016/679 General Data Protection Regulation (“GDPR”) and the Customer’s rights under the GDPR.

- 10.2 For complete details of the Decorator’s collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Customer’s rights and how to exercise them, and personal data sharing (where applicable), please refer to the Decorator’s Privacy Notice available from [its website at https://www.dec-hands.co.uk/](https://www.dec-hands.co.uk/).

## 11. Confidentiality

- 11.1 Except as provided by sub-Clause 11.2 or as authorised in writing by the other Party, each Party shall, at all times during the continuance of the Agreement and for 3 years after its termination:

- 11.1.1 keep confidential all Confidential Information;
- 11.1.2 not disclose any Confidential Information to any other party;
- 11.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;
- 11.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
- 11.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 11.1.1 to 11.1.4 above.

- 11.2 Either Party may:

- 11.2.1 disclose any Confidential Information to:
  - 11.2.1.1 any sub-contractor or supplier of that Party;
  - 11.2.1.2 any governmental or other authority or regulatory body; or
  - 11.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 11.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 11, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and



- 11.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.
- 11.3 The provisions of this Clause 11 shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

## 12. **Force Majeure**

- 12.1 No Party to the Agreement will be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.
- 12.2 In the event that a Party to the Agreement cannot perform their obligations thereunder as a result of force majeure for a continuous period of 1 month, the other Party may at its discretion terminate the Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services completed up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Agreement.

## 13. **Termination**

- 13.1 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:
  - 13.1.1 any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within 14 Business Days of the due date for payment;
  - 13.1.2 the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 14 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
  - 13.1.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
  - 13.1.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an

administration order (within the meaning of the Insolvency Act 1986);

- 13.1.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);
  - 13.1.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
  - 13.1.7 that other Party ceases, or threatens to cease, to carry on business; or
  - 13.1.8 control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of this Clause 13, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 13.2 For the purposes of sub-Clause 13.1.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 13.3 The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

#### 14. **Effects of Termination**

Upon the termination of the Agreement for any reason:

- 14.1 any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;
- 14.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain In full force and effect;
- 14.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which exist at or before the date of termination;
- 14.4 subject as provided in this Clause 14 and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and
- 14.5 each Party shall (except to the extent referred to in Clause 11) immediately cease to use, either directly or indirectly, any

Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

15. **No Waiver**

No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

16. **Further Assurance**

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement into full force and effect.

17. **Costs**

Subject to any provisions to the contrary each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement.

18. **Set-Off**

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.

19. **Assignment and Sub-Contracting**

19.1 Subject to sub-Clause 19.2 the Agreement shall be personal to the Parties and neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

19.2 The Decorator shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of the Decorator.

20. **Time**

20.1 The Parties agree that the times and dates referred to in the Agreement are for guidance only and are not of the essence of the

Agreement and may be varied by mutual agreement between the Parties.

**21. Relationship of the Parties**

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

**22. Third Party Rights**

No part of the Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

**23. Notices**

23.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

23.2 Notices shall be deemed to have been duly given:

23.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

23.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

23.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

23.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

**24. Entire Agreement**

24.1 The Agreement together with any agreed Quotation/ Work Order contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

24.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions,

warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

25. **Counterparts**

The Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

26. **Severance**

In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

27. **Law and Jurisdiction**

27.1 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

27.2 Any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

## SCHEDULE 1

### SERVICE AGREEMENT

**THIS AGREEMENT** is made the                      day of                      2019

#### **BETWEEN:**

- (1) **DEC HANDS LIMITED** a company registered in England & Wales under number 9089530 whose registered office is at 70 Milford Street, Salisbury, SP1 2BS (“the Decorator”) and
- (2) [                      ] [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> (“the Customer”)

#### **WHEREAS:**

- (1) The Decorator provides interior decorating services and hereby agrees to provide those services, as specified herein (“the Services”) in accordance with, and subject to, the Terms and Conditions and this Agreement.
- (2) The Customer wishes to procure the Decorator’s services in accordance with, and subject to, the Terms and Conditions and this Agreement.

#### **IT IS AGREED** as follows:

##### **1. The Agreement**

- 1.1 Any and all references to “this Agreement”, “the Agreement”, “the Terms and Conditions” or “these Terms and Conditions” shall be deemed to refer to this Agreement or the attached Terms and Conditions, all of which shall constitute a contract for the provision of the Services between the Decorator and the Customer.
- 1.2 By executing this Agreement on [                      ], the Parties hereby agree to be bound by, and subject to, the Terms and Conditions and the provisions of this Agreement.

##### **2. The Services**

The Services shall commence on the Agreed Date of [                      ] and shall be provided during the Agreed Times of [                      ] at the Property located at [                      ].

<b>Specification / Description of Services</b>	<b>Relevant Dates / Times</b>
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### 3. Fees and Payment

#### 3.1 Deposit:

(Required deposit amount: payable (as detailed above).

3.2 The Decorator will strive to keep to initial estimates where possible, and work to desired deadlines, but changes will be made if needed, with warning if possible, but also without warning depending on the circumstances. Minor increases may apply in the event of variations to the Decorator's costs of materials after an Quotation has been submitted.

Other / material price or costs adjustment shall be notified to the Customer and agreed.

### 4. Preparation of Premises and descriptions and miscellaneous:

4.1 The Customer shall ensure, or procure from any tenants or other occupiers of the premises, that:

4.1.1 All relevant rooms to be clear and ready for decorating.

4.1.2 All relevant rooms and work areas are to be clear from tenants, or other persons, pets.

4.2 In the event of material discrepancies discovered from inaccurate or misleading initial job descriptions the Decorator reserves right to vary its fees, the timescales and / or to terminate the Agreement without liability.

4.3 The Customer agrees (and shall use reasonable endeavours to procure that any tenants or occupiers are informed of the following):

- general materials / potentially dangerous chemicals: - persons are not to touch anything in use by the Decorator or the Decorators materials on site including but not limited to paints, liquids, vacuum cleaners, tools, ladders and scaffolding, branding.
- Any occupiers are to ensure child safety and that no child can touch or contact any such materials.

4.4 Minor variations in colour and finish:

4.4.1 If the Customer has chosen a paint colour or finish or brand, and they are not happy with the paint, the Decorator will not cover the cost of the new / changed paint.

4.4.2 Mixed paints and non-standard colours cannot be returned - so any cancelled jobs must incur the cost of that paint.

4.4.3 The Decorator will not repaint free of charge in another finish/colour.

4.4.4 Paint and wall-paper finishes and colours vary slightly between batches and may vary slightly from sample. The Decorator cannot guarantee that chosen paint or wall-paper finishes will match other paints or parts of the Property.

Wall-paper and paints are not always manufactured in the same ("exact match") batches so in the event that additional wall-paper or paint becomes required, then the Decorator does not guarantee that the additional materials will be of exact match and without variance.

5. During the work or any Services any additional work that the Customer wants carrying out must be communicated by it to the Decorator (or its sub-contractor carrying out the Services) and such request will be considered by the Decorator.

6. Concealed parts, under-carpet parts etc:

The Services specified and forming part of the work and Quotation do not extend to additional / non specified tasks such as, for example, painting fully underneath a carpet on wooden stairs where only the edges show).

**IN WITNESS WHEREOF** this Agreement has been duly executed the day and year first before written

SIGNED by .....

Director, for and on behalf of **DEC HANDS LIMITED**

In the presence of .....

Witness name:

Witness address:

Witness occupation:

SIGNED by .....

(Customer/ for and on behalf of



In the presence of .....

Witness name:

Witness address:

Witness occupation: