

PAINTING TERMS AND CONDITIONS (B2B)

BACKGROUND:

These Terms and Conditions shall apply to the provision of painting services by <<Insert name of Painter>> or <<Address>> to customers that require their painting services.

1. Definitions and Interpretation

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

“Agreement”	comprising an agreement in the form of the Agreement attached hereto as Schedule 1 and is subject to, these Terms and Conditions and the Quotation which the Parties will enter into upon the Customer's acceptance of the Quotation;
“Agreed Date”	the date on which the provision of the Services shall commence as agreed by the Parties [as set out in Schedule 1];
“Agreed Times”	the times at which the Parties shall agree upon the provision of the Services and the Customer shall have access to the premises for the Job [as set out in Schedule 1];
“Business Day”	any day other than Saturday or Sunday (on which the premises are open for their full range of services at <<insert location>>);
“Confidential Information”	information disclosed by either Party, information which is confidential or otherwise protected by the other Party pursuant to or otherwise protected by the Agreement (whether orally or in writing, in any medium, and whether or not the information is specifically stated to be confidential or otherwise protected);
“Customer”	the Customer that requires the Services subject to these Terms and Conditions and the Agreement, being a natural person or a consumer for the purposes of a consumer contract as defined by the Consumer Rights Act 2015;
“Final Fee”	the final fee payable which shall be payable in accordance with Clause 4 of these Terms and Conditions.
“Job”	the Job in full of all of the Services;
“Order”	the initial request to acquire the Services from the Customer as described in Clause 2 of these Terms and Conditions;
“Products”	the Products required to render the Services and which the Supplier shall procure and supply (unless otherwise stated);

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“Property”	the Customer’s property or premises, as detailed in the Order and the Agreement, at which the Job is to be performed;
“Quotation”	a quotation detailing proposed fees and services to be provided to the Customer in accordance with Clause 2 of these Terms and Conditions. Any such quotation shall be deemed to incorporate, and be subject to, these Terms and Conditions b) not be deemed to be an acceptance of an Order;
“Quoted Fee”	the fee which will be quoted to the Customer in the Quotation following the Order which may vary according to the actual work undertaken as set out in Clause 4 of these Terms and Conditions;
“Services”	the interior painting services provided by the Contractor as detailed in Clause 5 of these Terms and Conditions;
“Visit”	any occasion, scheduled or otherwise, on which the Contractor shall visit the Property to render the Services;
“Work Area”	the part of the Property within which the Services are to be provided.

- 1.2 Unless otherwise stated, any reference in these Terms and Conditions to a singular noun shall include a reference to the plural and vice versa.
- 1.2.1 A reference to an electronic communication shall include a reference to any communication made by electronic transmission or similar means;
- 1.2.2 A reference to a provision of a statute is a reference to that statute or to any statute that has been amended or re-enacted at the relevant time;
- 1.2.3 A reference to “these Terms and Conditions” is a reference to these Terms and Conditions and any Schedules as amended or supplemented at any time;
- 1.2.4 A reference to “these Terms and Conditions” shall include any Schedules to these Terms and Conditions;
- 1.2.5 A reference to a “Clause” is a reference to a Clause of these Terms and Conditions (including any Schedules) or a paragraph of the relevant Clause;
- 1.2.6 References to “the parties” refer to the parties to the Agreement.
- 1.3 The headings of these Terms and Conditions are for convenience only and shall not be used for the interpretation of these Terms and Conditions.
- 1.4 Words used in the singular number shall include the plural and vice versa.
- 1.5 References to gender shall include any other gender.
- 1.6 References to persons shall include corporations.

2. Orders

- 2.1 The Customer may place an Order for their Services through <<insert methods e.g. telephone, email, website>>

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4.4 The Customer for the Final Fee when the provision of the Services is complete.

4.5 All interest shall be paid within <<insert period e.g. 14 days>> of receipt by the Customer of the invoice.

4.6 Any sums not paid following the expiry of the time period set out in sub-clause 4.5 shall incur interest on a daily basis at <<insert interest rate of <<insert name of bank>> obtaining at the time of payment.

5. **Services**

5.1 The Services shall be provided in accordance with the specification set out in the attached Schedule of Work and the Agreement (as may be amended by mutual agreement).

5.2 The Customer shall provide drawings, sketches, impressions, plans or similar documents for 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 constitute a contract. It is the responsibility of the Customer to ensure that they comply with any and all relevant codes of practice.

5.3 The Services are rendered with reasonable care and attention to the standard which is commensurate with best practice.

5.4 The Services shall be provided in accordance with any and all relevant codes of practice.

5.5 [The Painter shall be responsible for the disposal of all waste that results from their work.]

5.6 Following completion of the Job the Customer shall have a period of <<insert period>> in which to inspect the completed work and to notify the Painter. The Painter shall correct such defects at no additional charge.

6. **Customer's Responsibilities**

6.1 If any other permissions are needed from any third parties, including planning authorities, local authorities or similar, it shall be the responsibility of the Customer to obtain the same in advance of the commencement of the Services.

6.2 The Customer shall be responsible for the removal of certain furniture, fixtures and fittings in the Work Area prior to the commencement of the Services. Unless specifically agreed otherwise, the removal shall be the responsibility of the Customer.

6.3 The Customer shall ensure that the Work Area is kept clear of furniture, fixtures and fittings for the duration of the Job unless otherwise directed.

6.4 The Customer shall ensure that the Painter can access the Property at the times specified in the Agreement for the Services.

6.5 The Customer shall have the option of giving the Painter a set of keys to the Property at the times specified in the Agreement to give the Painter access. The keys shall be kept safely and securely.

6.6 The Customer shall ensure that the Painter has access to electrical outlets and running water.

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6.7 The Customer must give the Painter notice if the Painter is to be cancelled or at a particular time or at a particular time. If such notice is given, the Painter shall be given the Painter's normal rate.

7. Cancellation

7.1 The Customer may cancel the Job at any time before the Agreed Date. The Painter shall refund all sums paid, including the Deposit, if the Customer gives notice of cancellation or rescheduling:

7.1.1 If the Customer gives notice of cancellation more than <<e.g. 28 days>> before the Agreed Date, the Painter shall issue a full refund of all sums paid, including the Deposit.

7.1.2 If the Customer gives notice of cancellation of the Job more than <<e.g. 28 days>> before the Agreed Date, the Painter 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 gives notice of cancellation more than <<e.g. 28 days>> but more than <<e.g. 14 days>> before the Agreed Date the Painter shall refund all sums paid and any outstanding sums shall be immediately payable. No refund shall be issued.

7.1.4 If the Customer gives notice of cancellation less than <<e.g. 28 days>> but more than <<e.g. 14 days>> before the Agreed Date the Painter shall retain all sums paid and any outstanding sums (excluding the Deposit) shall be immediately payable on the rescheduled Job.

7.1.5 If the Customer gives notice of cancellation less than <<e.g. 14 days>> before the Agreed Date the Painter shall retain all sums paid and any outstanding sums shall be immediately payable. No refund shall be issued.

7.1.6 If the Customer gives notice of cancellation less than <<e.g. 14 days>> before the Agreed Date the Painter shall retain all sums paid and any outstanding sums shall be immediately payable. No refund shall be issued.

7.2 The Painter may cancel the Job before the Agreed Date and shall refund all sums paid, including the Deposit, if the Customer gives notice of cancellation or rescheduling:

8. Liability, Indemnity and Insurance

8.1 The Painter shall effect and maintain in force at all times suitable and valid insurance which shall cover the Painter's liability for damage caused as a result of their negligence or breach of the conditions or of the Agreement shall be limited to £<<insert amount>>.

8.2 The Painter's total liability for damage caused as a result of their negligence or breach of the conditions or of the Agreement shall be limited to £<<insert amount>>.

8.3 The Painter is not liable for damage suffered by the Customer which results from the Customer's failure to follow any instructions given by the Painter.

8.4 Nothing in these Terms shall limit or exclude the Painter's liability for personal injury.

8.5 Subject to sub-Clause 8.1, the Painter shall indemnify the Customer against all claims, damages, losses, costs or proceedings arising out of the

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confidential and to use it only for the
made; and

11.2.2 use any Cor
other person
or at any tim
fault of that
not disclose
knowledge.

any purpose, or disclose it to any
it is at the date of the Agreement,
nes, public knowledge through no
use or disclosure, that Party must
tial Information which is not public

11.3 The provisions of t
their terms, notwith

continue in force in accordance with
of the Agreement for any reason.

12. **Force Majeure**

12.1 No Party to the Agr
their obligations wh
beyond the reason
include, but are not
industrial action, civ
acts of war, pande
event that is beyon

any failure or delay in performing
ay results from any cause that is
y (“Force Majeure”). Such causes
e, internet service provider failure,
ns, earthquakes, acts of terrorism,
n or any similar or dissimilar other
in question.

12.2 [In the event that a
thereunder as a re
period>>, the other
written notice at the
Parties shall agree
completed up to the
any prior contractua
of the Agreement.]

it cannot perform their obligations
for a continuous period of <<insert
tion terminate the Agreement by
the event of such termination, the
onable payment for all Services
ch payment shall take into account
nto in reliance on the performance

13. **Termination**

13.1 Either Party may im
to the other Party if:

Agreement by giving written notice

13.1.1 any sum ov
provisions o
Business Da

at other Party under any of the
ot paid within <<insert period>>
yment;

13.1.2 that other P
the Agreeme
it within <<
notice givin
remedied;

breach of any of the provisions of
capable of remedy, fails to remedy
s Days after being given written
e breach and requiring it to be

13.1.3 an encumb
company, a
that other Pa

, or where that other Party is a
f any of the property or assets of

13.1.4 that other Pa
being a com
the meaning

arrangement with its creditors or,
to an administration order (within
86);

13.1.5 that other P
made again
the purposes
a manner th

l or firm, has a bankruptcy order
y, goes into liquidation (except for
tion or re-construction and in such
therefrom effectively agrees to be

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the obligations imposed on that other Party under

13.1. to any of the foregoing under the law of any relation to that other Party;

13.1. s, or threatens to cease, to carry on business; or

13.1. Party is acquired by any person or connected control of that other Party on the date of the purposes of this Clause 13, "control" and shall have the meanings ascribed thereto by 22 respectively of the Corporation Tax Act 2010.

13.2 For t of re respe se 13.1.2, a breach shall be considered capable ch can comply with the provision in question in all

13.3 When Depo shall tees the Agreement under sub-Clause 13.1, the received from it shall be refunded it in full, and it r amount(s) payable under the Agreement.

13.4 The reme breac Agreement shall not prejudice any other right or ect of the breach concerned (if any) or any other

14. **Effects of T**

Upon the ter nt for any reason:

14.1 any s Agre y to the other under any of the provisions of the ediate due and payable;

14.2 all Cl the e essly or by their nature, relate to the period after e Agreement shall remain In full force and effect;

14.3 termi which termi may the d prejudice any right to damages or other remedy ay have in respect of the event giving rise to the t to damages or other remedy which any Party reach of the Agreement which exist at or before

14.4 subje rights clause 14 and except in respect of any accrued nder any further obligation to the other; and

14.5 each ceas shall contr ne extent referred to in Clause 11) immediately or indirectly, any Confidential Information, and e other Party any documents in its possession or d any Confidential Information.

15. **No Waiver**

No failure or shall be dee of any provis breach of the exercising any of its rights under the Agreement at right, and no waiver by either Party of a breach all be deemed to be a waiver of any subsequent ision.

16. **Further Ass**

Each Party may be nee l such further deeds, documents and things as ions of the Agreement into full force and effect.

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17. **Costs**

Subject to any provisions incidental to the negotiated Agreement.

Party shall pay its own costs of and on and carrying into effect of the

18. **Set-Off**

Neither Party shall be entitled or sums received in respect of agreement at any time.

in any manner from payments due under the Agreement or any other

19. **Assignment and Sub-Contracting**

19.1 [Subject to sub-Clause Parties. Neither Party shall be subject to a floating charge) of thereunder, or sub-contract thereunder without the consent of the other Party, such consent not to be unreasonably withheld.]

Agreement shall be personal to the Party and shall not be assigned, charge (otherwise than by way of mortgage) or otherwise delegate any of its rights or obligations or sub-contract any of its obligations to any other Party, such consent not to be unreasonably withheld.]

19.2 [The Painter shall be liable through any other member or sub-contractors. Any act or omission shall, for the purposes of the Painter.]

of the obligations undertaken by it through suitably qualified and skilled other member or sub-contractor shall be deemed to be an act or omission of the Painter.]

20. **Time**

[The Parties agree that all time periods specified in the Agreement shall be of the essence of the Agreement.]

specified in the Agreement shall be of the essence of the Agreement.]

OR

[The Parties agree that the time periods specified in the Agreement are for guidance only and are not intended to be of the essence of the Agreement.]

specified in the Agreement are for guidance only and are not intended to be of the essence of the Agreement.]

21. **Relationship of the Parties**

Nothing in the Agreement shall be deemed to constitute a partnership, joint venture, agency or other contractual relationship except as expressly provided in the Agreement.

Nothing in the Agreement shall be deemed to constitute a partnership, joint venture, agency or other contractual relationship except as expressly provided in the Agreement.

22. **Third Party Rights**

No part of the Agreement shall be subject to the provisions of the Contracts (Rights of Third Parties) Act 1999.

No part of the Agreement shall be subject to the provisions of 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, an authorised officer of the Party giving the notice.

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

23.2 Notices shall be deemed to have been given:

23.2.1 when delivered to the recipient by hand to the recipient or other messenger (including a registered messenger) at the recipient's address during business hours of the recipient; or

23.2.1 when delivered to the recipient by hand to the recipient or other messenger (including a registered messenger) at the recipient's address during business hours of the recipient; or

23.2.1 when delivered to the recipient by hand to the recipient or other messenger (including a registered messenger) at the recipient's address during business hours of the recipient; or

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23.2. ...ted by e-mail and a successful return receipt is

23.2. ... day following mailing, if mailed by national prepaid.

In ea ... addressed to the most recent address or e-mail
addre ... Party.

24. **Entire Agree**

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24.1 The ... e entire agreement between the Parties with
respe ... and may not be modified except by an instrument
in wr ... uthorised representatives of the Parties.

24.2 Each ... e that, in entering into the Agreement, it does not
rely o ... warranty or other provision except as expressly
provi ... and all conditions, warranties or other terms
impli ... law are excluded to the fullest extent permitted
by la

25. **Counterpar**

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The Agree ... in any number of counterparts and by the Parties
to it on sepa ... of which when so executed and delivered shall be
a duplica ... counterparts together shall constitute one and the
same instr ... all be effective until each Party has executed at
least one co

26. **Severance**

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In the even ... e provisions of the Agreement and/or of these
Terms and C ... unlawful, invalid or otherwise unenforceable, that
/ those prov ... d severed from the remainder of the Agreement
and/or these ... The remainder of the Agreement and/or these
Terms and C ... and enforceable.

27. **Dispute Res**

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27.1 The P ... esolve any dispute arising out of or relating to the
Agree ... ns between their appointed representatives who
have ... ch disputes.

27.2 [If ne ... Clause 27.1 do not resolve the matter within
<<ins ... of a written invitation to negotiate, the parties will
attem ... te in good faith through an agreed Alternative
Dispu ... procedure.]

27.3 [If th ... r sub-Clause 27.2 does not resolve the matter
withi ... e initiation of that procedure, or if either Party will
not p ... procedure, the dispute may be referred to
arbitr

27.4 The s ... der sub-Clause 27.3 shall be England and Wales.
The ... rned by the Arbitration Act 1996 and Rules for
Arbit ... n the Parties. In the event that the Parties are
unab ... ator(s) or the Rules for Arbitration, either Party
may, ... ce to the other Party, apply to the President or
Depu ... being of the Chartered Institute of Arbitrators for
the a ... ator or arbitrators and for any decision on rules

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that may be required

27.5 Nothing in this Clause shall prevent either Party or its affiliates from applying to a court for an injunction.

either Party or its affiliates from applying to a court for an injunction.

27.6 The decision and order of the court under Clause 27 shall [not be binding on] both Parties.

method of dispute resolution under this Clause shall be binding on both Parties.

28. Law and Jurisdiction

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28.1 The Agreement and all contractual matters shall be governed by the law of England and Wales.

Conditions (including any non-contractual matters arising herefrom or associated therewith) shall be governed by, in accordance with, the laws of England and Wales.

28.2 Subject to the provisions of this Clause, any dispute, controversy, proceedings or claim between the Parties arising from the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the [non-] exclusive jurisdiction of the courts of England and Wales.

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

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SCHEDULE 1

PAINTER'S AGREEMENT

made the _____ day of _____

BETWEEN:

- (1) <<Name of <<Company Name>> registered in <<Country of Registration>> under number <<Company Number>> whose registered office is at] **OR** [of] <<insert Address>>
- (2) <<Name of <<Company Name>> registered in <<Country of Registration>> under number <<Company Number>> whose registered office is at] **OR** [of] <<insert Address>>

WHEREAS:

- (1) The Painter <<insert name>> agrees and hereby agrees to provide those services, as specified in the Quotation, in accordance with, and subject to, the Terms and Conditions, and this Agreement.
- (2) The Customer <<insert name>> agrees to accept the Painter'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 <<insert name>> "the Agreement", "the Terms and Conditions" or the Quotation shall be deemed to constitute a contract for the provision of the Services and the Customer.
- 1.2 By execution of this Agreement on <<insert date>>, the Parties hereby agree to be bound by the Terms and Conditions, the Quotation and the Agreement.
- 1.3 This Agreement shall be in full effect upon its execution by both Parties and the Customer.

2. The Service

The Services shall be provided during the Agreed Date of <<insert date>> and shall be provided at <<insert times>> at the Property located at <<insert address>>

Specification / Description	Relevant Dates / Times

3. Fees and Payment

<<Insert full details of the sums due as detailed in the Quotation>>

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4. **Electronic Signatures**

It is acknowledged that the Agreement may be signed by:

- 4.1 Both Parties by electronic signature (whatever form the electronic signature takes); or
- 4.2 Both Parties by manuscript signature; or
- 4.3 One Party by electronic signature (whatever form the electronic signature takes) and the other Party signing by manuscript signature.

Each Party agrees that an electronic signature will be as conclusive of a Party's intention as a manuscript signature. The Agreement as if signed by that Party by means of their manuscript signature.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals, and the same has been duly executed the day and year first above written.

SIGNED by
<<Name and Title of Painter>>
for and on behalf of

In the presence of
<<Name & Address>>

SIGNED by
<<Name and Title of Customer>>
for and on behalf of

In the presence of
<<Name & Address>>