

DECORATING TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions shall apply to the provision of interior decorating services by (<<Insert name of Decorator>> or its subsidiary ("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 shall have the meanings:

"Agreement"

the Agreement to which the Parties will enter on acceptance of the Quotation and of these Terms and Conditions [and which is set out in Schedule 1];

"Agreed Date"

the date of the provision of the Services as evidenced in the Agreement;

"Agreed Times"

the times at which the Parties shall agree upon the provision of the Services [as evidenced in the Agreement];

"Business Day"

any day other than Saturday or Sunday) on which the Parties are open for their full range of services at <<insert location>>;

"Confidential Information"

information of any kind, whether or not confidential, which is disclosed by the other Party pursuant to or in connection with the Agreement (whether orally or in writing, in any medium, and whether or not the information is stated to be confidential or otherwise);

"Customer"

any person or business that requires the provision of the Services under these Terms and Conditions and the Agreement;

"Final Fee"

the final sum payable which shall be determined and issued in accordance with Clause 4 of these Terms and Conditions.

"Job"

the provision of the Services;

"Order"

the initial request to acquire the Services from the Decorator as set out in Clause 2 of these Terms and Conditions;

"Products"

the materials required to render the Services and which the Decorator shall procure and supply (unless otherwise stated);

“Property”

“Quotation”

“Quoted Fee”

“Services”

“Visit”

“Work Area”

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 1.2.1 “writing”, and any communication in writing, includes a reference to any communication in electronic or facsimile transmission or any other form of electronic communication;
 - 1.2.2 a statute or regulation is a reference to that statute or regulation as amended or supplemented at the relevant time;
 - 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time;
 - 1.2.4 a Schedule is a reference to a Schedule of these Terms and Conditions;
 - 1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (or a paragraph of the relevant Schedule; and
 - 1.2.6 a “Party” or “parties” is a reference 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 on the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular include the plural and vice versa.
- 1.5 References to any gender include the other gender.
- 1.6 References to persons include corporations.

2. Orders

- 2.1 The Decorator accepts orders through <<insert methods e.g. telephone, internet >>

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2.2 When placing an Order, the Customer shall set out, in detail, the Services required. Details required shall include the location and size of the Property, the number and type of rooms to be decorated, the type(s) of decorating required (e.g. painting, wallpapering etc.). [The Decorator shall provide an order form which shall provide prompts for all required information set out in the Agreement.]

2.3 Once the Order is received, the Decorator shall prepare and submit a Quotation by email or first class post which shall set out the details of the Services, detailed in Clauses 3 and 4 respectively.

2.4 The Customer shall accept or reject the Quotation prior to acceptance. The Customer shall accept the Quotation by telephone, email or first class post.

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3. Deposit

3.1 At the time of acceptance of the Quotation, the Customer shall pay not more than <<insert period e.g. 7 days>> thereafter to the Decorator. The Deposit shall be <<insert amount e.g. 25% of the Quoted Fee>>. The Deposit is paid in full.

3.2 Subject to the provisions of Clause 3.1, the Deposit shall be non-refundable.

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4. Fees and Payment

4.1 The Quoted Fee shall be payable for the Services and for the estimated parts or materials required to render the Services [and is further evidenced in Schedule 1].

4.2 The Decorator shall endeavour to use only the parts or other goods (and materials) specified in the Quotation and the Agreement; however, if other goods are required the Final Fee shall be adjusted to reflect such increases shall be kept to a minimum.

4.3 In the event that the cost of materials or goods or services increases during the period between the acceptance of the Quotation and the commencement of the Services, the Decorator shall inform the Customer of such increase in the Final Fee.

4.4 The Decorator shall deliver the Services when the provision of the Services is complete.

4.5 All invoices must be submitted to the Customer within <<insert period e.g. 14 days>> of receipt by the Customer.

4.6 Any sums which remain due to the Decorator at the expiry of the time period set out in sub-Clause 4.5 shall be payable on a daily basis at <<insert percentage>>% above the rate of interest <<insert name of bank>> obtaining at the time.

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5. Services

5.1 The Services shall be provided in accordance with the specification set out in

- the accepted Quota agreement from time to time.
- 5.2 The Decorator may provide sketches, impressions, plans or similar material in advance for illustrative purposes only and shall not be taken as an exact specification of the Job nor to guarantee specific results.
 - 5.3 The Decorator shall render the Services with care and skill and to the best practice in the interior decorating industry.
 - 5.4 The Decorator shall comply 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 are suitably covered and protected.
 - 5.6 [The Decorator shall be responsible for] all waste that results from his rendering of the Services.
 - 5.7 Time shall [not] be charged for the rendering of the Services under these Terms and Conditions.
 - 5.8 Following completion of the Services, the Decorator shall have a period of <<insert period e.g. 7 days>> to correct the completed work and to notify the Customer 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, licences or permissions are needed from any third parties such as landlords, neighbours, 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 access to certain furniture, fixtures and fittings in the Property prior to the commencement of the Services. Unless specifically agreed otherwise, the removal and replacement of such items 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 provide the Decorator with a set of keys to the Property or be present at the Property to give the Decorator access. The Decorator's keys shall be kept safely and securely.
- 6.5 The Customer shall ensure that there is a supply of hot water and electricity to the Property during the Services.
- 6.6 The Customer must provide <<insert period e.g. 24 hours>> notice if the Services are to be cancelled on a particular day or at a particular time. If less than <<insert period e.g. 24 hours>> notice is given, the Decorator shall invoice the Customer at his normal rate.

7. Cancellation

- 7.1 The Customer may cancel the Job at any time before the Agreed Date. The fee for cancellation or rescheduling:
- 7.1.1 If the Customer cancels the Job more than <<e.g. 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 cancels the Job more than <<e.g. 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 <<e.g. 28 days>> but more than <<e.g. 14 days>> before the Agreed Date the Decorator shall retain all sums paid and any outstanding balance payable on the rescheduled Job.
 - 7.1.4 If the Customer cancels the Job less than <<e.g. 28 days>> but more than <<e.g. 14 days>> before the Agreed Date the Decorator shall retain all sums paid and any outstanding balance payable on the rescheduled Job.
 - 7.1.5 If the Customer cancels the Job less than <<e.g. 14 days>> before the Agreed Date the Decorator shall retain all sums paid and any outstanding balance payable on the rescheduled Job.
 - 7.1.6 If the Customer cancels the Job less than <<e.g. 14 days>> before the Agreed Date the Decorator shall retain all sums paid and any outstanding balance 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.

8. Liability, Indemnity and Limitation

- 8.1 The Decorator shall maintain at all times suitable and valid insurance which shall cover the Job.
- 8.2 The Decorator's total liability for damage caused as a result of his negligence or breach of the Conditions or of the Agreement shall be limited to £<<ins>>.
- 8.3 The Decorator is not liable for 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 shall limit or exclude the Decorator's liability for death or personal injury.
- 8.5 The Decorator shall not be liable for any costs, liability, damages, loss, claim or expense arising out of the Decorator's rendering of the Services or arising from the Customer's failure to follow any instructions given by the Decorator.
- 8.6 The Customer shall not be liable for any costs, liability, damages, loss, claim or expense arising out of the Customer's failure to follow any instructions given by the Decorator.

meet any of its obligations under any of these Terms and Conditions.

9. Guarantee

- 9.1 The Decorator guarantees that all Services provided shall be free from any and all defects for a period of <<insert period e.g. 12 months>> following completion of the Services.
- 9.2 If any defects in 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.

10. Data Protection

- 10.1 The Decorator will comply with all applicable data protection laws and regulations, including personal information as set out in the Decorator's <<insert name>> Privacy Notice available from <<insert location(s)>>.

11. Confidentiality

- 11.1 Except as provided in writing by the other Party, each Party shall keep confidential during the continuance of the Agreement and [for a period of <<insert period>>] after its termination:
- 11.1.1 keep confidential all Confidential Information;
 - 11.1.2 not disclose Confidential Information to any other party;
 - 11.1.3 not use any Confidential Information for any purpose other than as contemplated by the terms of the Agreement;
 - 11.1.4 not make any Confidential Information available in any way or part with possession of Confidential Information;
 - 11.1.5 ensure that any subcontractors or agents of the Party shall not be a breach of any of the Confidentiality obligations set out in 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 officer or that Party;
 - 11.2.1.2 any government authority or regulatory body; or
 - 11.2.1.3 any other officer or employee of that Party or of any of the Parties or bodies;
 - 11.2.2 disclose any Confidential Information to such extent as may be necessary for the purposes contemplated by the Agreement (including the provision of the Services), on condition that the Party shall first inform the other Party in writing in each case that Party shall first inform the other Party in question that the Confidential Information is being disclosed and that the Confidential Information is being disclosed to such body (including such body) and that the confidentiality of the Confidential Information should be maintained in the terms of this Clause 11, to

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keep the Confidential and to use it only for the purposes for which it was made; and

11.2.2 use any Confidential Information for any purpose, or disclose it to any other person, or at any time, if it is at the date of the Agreement, or becomes, public knowledge through no fault of that Party, or if the Party must use or disclosure, that Party must not disclose Confidential Information which is not public knowledge.

11.3 The provisions of this Agreement 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 shall be liable for any failure or delay in performing their obligations which may result from any cause that is beyond the reasonable control of the Party. Such causes include, but are not limited to: power failure, natural disasters, provider failure, industrial action, civil unrest, fire, flood, acts of terrorism, acts of war, governmental action, or any other event which is beyond the control of the Party in question.

12.2 [In the event that a Party cannot perform their obligations thereunder as a result of a Force Majeure event for a continuous period of <<insert period>>, the other Party may terminate the Agreement by giving written notice at the discretion of the Party. In the event of such termination, the Parties shall agree to reasonable payment for all Services completed up to the date of termination. Each payment shall take into account any prior contractual obligations and the Party's reliance on the performance of the Agreement.]

13. Termination

13.1 Either Party may immediately terminate this Agreement by giving written notice to the other Party if:

13.1.1 any sum owed by the Party under any of the provisions of this Agreement has not been paid within <<insert period>> Business Days after the due date;

13.1.2 the other Party has committed a material breach of any of the provisions of the Agreement which is not capable of remedy, fails to remedy it within <<insert period>> Business Days after being given written notice giving it an opportunity to be remedied;

13.1.3 an encumbrance is placed on any of the property or assets of the Party, or where the other Party is a company, a winding up order is made against that other Party;

13.1.4 the other Party has entered into an arrangement with its creditors or, being a company, into an administration order (within the meaning of the Insolvency Act 1986);

13.1.5 the other Party is a company, or firm, has a bankruptcy order made against it, or goes into liquidation (except for

Confidential and to use it only for the purposes for which it was made; and

any purpose, or disclose it to any other person, or at any time, if it is at the date of the Agreement, or becomes, public knowledge through no fault of that Party, or if the Party must use or disclosure, that Party must not disclose Confidential Information which is not public knowledge.

continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

any failure or delay in performing their obligations which may result from any cause that is beyond the reasonable control of the Party. Such causes include, but are not limited to: power failure, natural disasters, provider failure, industrial action, civil unrest, fire, flood, acts of terrorism, acts of war, governmental action, or any other event which is beyond the control of the Party in question.

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Agreement by giving written notice to the other Party if:

the other Party under any of the provisions of this Agreement has not been paid within <<insert period>> Business Days after the due date;

breach of any of the provisions of the Agreement which is not capable of remedy, fails to remedy it within <<insert period>> Business Days after being given written notice giving it an opportunity to be remedied;

, or where the other Party is a company, a winding up order is made against that other Party;

arrangement with its creditors or, being a company, into an administration order (within the meaning of the Insolvency Act 1986);

or firm, has a bankruptcy order made against it, or goes into liquidation (except for

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persons not
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red by any person or connected
other Party on the date of the
of this Clause 13, “control” and
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of the Corporation Tax Act 2010.

13.2 For the purposes of
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with the provision in question in all

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14. **Effects of Termination**

Upon the termination of the

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14.1 any sum owing by
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nd payable;

14.2 all Clauses which, e
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ir nature, relate to the period after
shall remain In full force and effect;

14.3 termination shall no
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termination or any
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right to damages or other remedy
spect of the event giving rise to the
or other remedy which any Party
greement which exist at or before

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rights neither Party

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r obligation to the other; and

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red to in Clause 11) immediately
any Confidential Information, and
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15. **No Waiver**

No failure or delay by either
shall be deemed to be a wa
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of its rights under the Agreement
waiver by either Party of a breach
to be a waiver of any subsequent

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16. **Further Assurance**

Each Party shall execute all deeds, documents and things as may be necessary to carry out the Agreement into full force and effect.

17. **Costs**

Subject to any provisions incidental to the negotiation and carrying into effect of the Agreement.

18. **Set-Off**

Neither Party shall be entitled in any manner from payments due or sums received in respect of the Agreement or any other agreement at any time.

19. **Assignment and Sub-Contracting**

19.1 [Subject to sub-Clause 19.2, neither Party may assign (other than by floating charge) or sub-license any of its rights thereunder, or its obligations thereunder without the written consent of the other Party, which consent not to be unreasonably withheld.

19.2 [The Decorator shall not assign or through suitably qualified and experienced person or through such other member or sub-contractor shall, for the purpose of the Agreement, be deemed to be an act or omission of the Decorator.]

20. **Time**

20.1 [The Parties agree that the time referred to in the Agreement shall be of the essence of the Agreement.]

OR

20.2 [The Parties agree that the time referred to in the Agreement are for guidance only and may be varied by mutual agreement of the Parties.]

21. **Relationship of the Parties**

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

22. **Third Party Rights**

No part of the Agreement shall create rights on any third parties and

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) Act 1999 shall not apply to the

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.

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:

given:

23.2.1 when delivered in person to the addressee or other messenger (including a registered messenger) during business hours of the recipient; or

by a messenger or other messenger (including a registered messenger) during business hours of the recipient; or

23.2.2 when sent, by post, by email or e-mail and a successful transmission is generated; or

by email or e-mail and a successful transmission is generated; or

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

by national ordinary mailing, if mailed by national ordinary mailing; or

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

by airmail, if mailed by airmail, postage prepaid.

In each case notice shall be deemed to have been given to the most recent address, e-mail address, or facsimile address of the Party.

to the most recent address, e-mail address, or facsimile address of the Party.

24. Entire Agreement

24.1 The Agreement constitutes the entire agreement between the Parties with respect to its subject matter and shall not be modified except by an instrument in writing signed by both Parties.

entire agreement between the Parties with respect to its subject matter and shall not be modified except by an instrument in writing signed by both Parties.

24.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation or warranty other than those expressly provided in the Agreement and shall not be bound by any implied by statute or common law.

in entering into the Agreement, it does not rely on any representation or warranty other than those expressly provided in the Agreement and shall not be bound by any implied by statute or common law.

25. Counterparts

The Agreement may be entered into by one or more counterparts and by the Parties to it on separate counterparts, and all such counterparts when so executed and delivered shall be deemed to constitute one and the same agreement.

of counterparts and by the Parties to it on separate counterparts, and all such counterparts when so executed and delivered shall be deemed to constitute one and the same agreement.

26. Severance

In the event that one or more provisions of the Agreement and/or of these Terms and Conditions is found to be invalid, unenforceable or otherwise unenforceable, that provision(s) shall be severed from the Agreement and the remainder of the Agreement and/or these Terms and Conditions shall remain in full force and effect.

of the Agreement and/or of these Terms and Conditions is found to be invalid, unenforceable or otherwise unenforceable, that provision(s) shall be severed from the Agreement and the remainder of the Agreement and/or these Terms and Conditions shall remain in full force and effect.

27. **Dispute Resolution**

- 27.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through their appointed representatives who have the authority to settle the dispute.
- 27.2 [If negotiations under Clause 27.1 do not resolve the matter within <<insert period>> days of the date of the last attempt to negotiate, the parties will attempt to resolve the dispute through an agreed Alternative Dispute Resolution (ADR) procedure.]
- 27.3 [If the ADR procedure under Clause 27.2 does not resolve the matter within <<insert period>> days of the date of the last attempt to negotiate, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.]
- 27.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on a set of Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on rules 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 or other relief.
- 27.6 The decision and order of the arbitrator under this Clause 27 shall [not be] binding on both Parties.

28. **Law and Jurisdiction**

- 28.1 The Agreement and all contractual matters arising herefrom or associated therewith shall be governed by and construed in accordance with, the laws of England and Wales.
- 28.2 Subject to the provisions of the Agreement or these Terms and Conditions (including any non-conditions herefrom or associated therewith), any dispute, controversy, proceedings or claim between the Parties arising out of or relating to the Agreement or these Terms and Conditions (including any non-conditions herefrom or associated therewith) shall be referred to the courts of England and Wales for resolution.

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THIS AGREEMENT is made this _____ day of _____

BETWEEN:

- (1) <<Name of Decorator>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of <<insert Address>>] (“the Decorator”)
- (2) <<Name of Customer>> [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 in <<insert address>> the following services and hereby agrees to provide those services, as specified in <<insert reference to Terms and Conditions>> in accordance with, and subject to, the Terms and Conditions of <<insert reference to Terms and Conditions>>
- (2) The Customer wishes to purchase the above services in accordance with, and subject to, the Terms and Conditions of <<insert reference to Terms and Conditions>>

IT IS AGREED as follows:

1. The Agreement

- 1.1 Any and all references to “the Agreement”, “the Terms and Conditions” or “these Conditions” shall be deemed to refer to this Agreement or the attached Terms and Conditions, all of which shall constitute a contract for the purposes of the law of <<insert country>> between the Decorator and the Customer.
- 1.2 By executing this Agreement, the Parties hereby agree to be bound by, and shall comply with, the Terms and Conditions and the provisions of <<insert reference to Terms and Conditions>>

2. The Services

The Services shall commence on <<insert date>> and shall be provided during the Agreement term at <<insert address>>.

Specification / Description of Services	Relevant Dates / Times

3. **Fees and Payment**

<<Insert full details of fees and charges as detailed in the Quotation>>

IN WITNESS WHEREOF this Agreement was executed the day and year first before written

SIGNED by
<<Name and Title of person signing for and on behalf of <<Decorator's

In the presence of
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing for and on behalf of <<Customer's

In the presence of
<<Name & Address of Witness>>

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