



## **Terms & Conditions**

1. For the purpose of these Terms & Conditions the following words shall have the following meanings:
  - (i) "The Company" shall mean Payne and Sons Decorating Contractors.
  - (ii) "The Customer" shall mean the person or organisation for whom the Company agrees to carry out works & supply materials.
  - (iii) The "designated operative" shall mean the representative appointed by the Company to carry out the works.
2. The Company reserves the right to refuse or decline work at its own discretion. Where the Company agrees to carry out works for the Customer, those works shall be undertaken by the designated operative of the Company at its absolute discretion.
3. Where a written estimate has been supplied to the Customer, the total charge to the Customer referred to in the estimate may be revised in the following circumstances:
  - (i) if, after submission of the estimate the Customer instructs the Company (whether orally or in writing) to carry out additional works not referred to in the estimate.
  - (ii) if, after submission of the estimate there is an increase in the price of materials.
  - (iii) if, after submission of the estimate it is discovered that further works need to be carried out which were not anticipated when the estimate was prepared.
  - (iv) if after submission of the estimate it is discovered that there was a manifest error when the estimate was prepared.
4. The Company shall not be under any obligation to provide an estimate to the Customer, whether orally or in writing. The Company shall only be bound (subject as hereinafter) by estimates given in writing to the Customer. The Company shall not be bound by any estimates given orally or in which manifest errors occur.
5. Invoices are due for payment within 7 days of receipt. For jobs above £3,000, stage payment is required – the timing of which is as follows – 50% of the total value (plus VAT) is payable at the halfway stage of the job with the remainder due 7 days after completion.
6. Where the date and/or time for works to be carried out is agreed by the Company with the Customer, then the Company shall use its best endeavours to ensure that the designated operative shall attend on the date and at the time agreed. However, the Company accepts no liability in respect of the non-attendance or late attendance on site of the designated operative or for the late or non-delivery of materials.
7. If the Customer cancels their instructions prior to any work being carried out or materials supplied, then the Customer shall be liable for any related expenditure by the Company had the works been carried out and/or materials supplied in accordance with such instructions.

8. If, after the Company shall have carried out the works, the Customer is not wholly satisfied with the works then the Customer shall give the Company notice, detailing the specific issues, by email to [payneandsonsdec@gmail.com](mailto:payneandsonsdec@gmail.com) within 7 days. The Customer shall afford the Company, and its insurers, the opportunity of both inspecting such works, and carrying out any necessary remedial works if appropriate. The Customer accepts that if he/she fails to notify the Company as aforesaid then the Company shall not be liable in respect of any defects in the works carried out.
9. The Customer agrees and understands that access to the job site must be provided between 8 a.m. and 5 p.m., Monday to Friday, for the duration of the job. If at any time access is not available to the designated operative for any reason, the Customer agrees to reimburse the Company for expenses incurred for travel and lost time at the rate of £25 per man-hour, and £0.25p per mile per vehicle.
10. The Customer will assume responsibility to remove from all work areas, all household and personal items (with the exception of large furniture such as sofas and beds) and store those items away from the work area during the duration of the job. The Company will not be held liable for damage to any items not removed from the work area. All items remaining in the work area will be moved by the Company, and the Customer agrees to pay the Company a charge of £25 per man-hour for moving these items. The Company will move large furniture at no cost to the owner (unless specified otherwise). The Company will not be held liable for any damage caused by moving any items.
11. Due to insurance regulations and safety procedures, the Customer, other contractors, workers, children, pets, and individuals will not enter the work area unless agreed upon by both the Company and the Customer. If other contractors, workers, children, pets, or individuals are to be present during the duration of the scope of work, the Customer shall not schedule or permit such activities that will interfere with or prevent the timely and successful completion of the work. The Company shall not be held liable for any damage caused to its work by anyone other than the Company and its designated operatives. The Customer agrees to compensate the Company at the rate of £25 per man-hour to correct all such damage.