

Terms and Conditions

Please read this document very carefully. It contains extremely important information. By accepting my quotation, you are entering into a contract with me and agreeing to these Terms and Conditions. If you are in any way uncertain about your rights under these terms, or if you would like me to explain anything, please do not hesitate to contact me.

1. Contract

The agreed final quote represents a written contract for the exact work to be completed at the price quoted. The acceptance of the quote signifies a full agreement and commitment to accept these Terms and Conditions. **Please ensure that you have read your Quotation and these Terms and Conditions carefully before accepting.**

The agreement is made between Meticulous Decorating and the customer. The customer is identified as the person who requested the quotation.

Quotations are valid for 14 days from the date of issue, after which time a new quote must be calculated. This is to allow for fluctuations in the price of materials. Once you have agreed the price quoted, and paid your deposit, the price will be fixed and will not change, unless amendments are required to the specification of the work being carried out.

Meticulous Decorating will not enter into any dialogue, accept any requests or communicate in any way with anyone other than the customer, except where the customer has provided written permission that allows them to do so.

2. Responsibilities of Meticulous Decorating

Meticulous Decorating agrees to:

- Complete the work carefully and competently.

- Use materials which are of high quality and fit for purpose.
- Use materials according to manufacturer's instructions.
- Take all reasonable steps to minimise health and safety risks to themselves, the Customer and others.
- Cover or protect floor coverings and/or furniture that it has not been possible to remove.
- Store away any tools or equipment used at the end of each working day.
- Leave the work space in a clean and tidy condition after completing the work.

3. Responsibilities of the Customer

The Customer agrees to:

- Remove valuable/fragile items, pictures and wall hangings, electrical goods and furniture from the room prior to the works being carried out. Bulky items that cannot be removed should be repositioned to the centre of the room.
- Take notice of all safety warnings and follow any reasonable instructions given by Meticulous Decorating in respect of the work being done.
- Allow work to be carried out by me in the room unrestricted and undistracted during the agreed working hours, throughout the working period.
- Provide electrical power, running water and toilet facilities where this is reasonably possible.

4. Deposits

An advance payment (deposit) is required to secure your booking. This amount is clearly stated on your Quotation. This can be paid by cash or bank transfer. Cheques cannot be accepted. The amount you pay will be deducted from the final invoice, which will be issued to you on the day of completion of the work. **Please read the cancellation terms below, as if you cancel with short notice, I may not be able to refund your payment.** A receipt will be provided to you for any monies I receive from you.

5. Cancellation

Meticulous Decorating has a cancellation policy to protect both you and me. If I were to cancel at short notice, it could inconvenience you. If you were to cancel, it may result in a loss of earnings for me. Therefore, we agree the following:

- **At least 7 days' notice must be provided, in writing, for any cancellations.**
- If Meticulous Decorating is forced to cancel at any time before the work commences, I agree to refund the advance payment in full. If you have paid to have paint mixed, I can either refund you for the cost or provide you with the paint if it has already been mixed.
- **If you, the Customer, cancels with less than 7 days' notice, the advance payment will not be refunded** unless I am able to secure another job in place

of the one you have cancelled. In the event that I can rebook the slot, your payment will be refunded to you, minus an administration charge of £50 and the cost of any paint that has been specially mixed for you. If you have paid to have paint mixed and this has already been done, I will be unable to return it. Therefore, I will be unable to refund you for the cost. If this happens, I will be happy to provide you with the paint you have paid for. If it hasn't already been mixed, you will be refunded for the paint cost.

6. Termination of the Contract

The Customer has the right to terminate this Contract under the following circumstances:

- If the work is not progressing at a reasonable pace, taking into account the type, size and complexity of the work
- If Meticulous Decorating commits gross misconduct on the work site.
- If Meticulous Decorating files for bankruptcy and/or insolvency.

If the Customer exercises their right to terminate the contract under these circumstances, they will only be required to pay the amount owed for work carried out up to the point of termination.

Meticulous Decorating has the right to terminate this agreement under the following circumstances:

- If aggressive or rude behaviour, sexual harassment, racism, nationalism, sexism, homophobia or ageism is directed towards its staff on the Customer's premises.
- If the Customer does not pay any amount due to them as per the payment terms, without good reason.
- If the Customer prevents or obstructs Meticulous Decorating from conducting the work in a safe manner.
- If the Customer files for bankruptcy and/or insolvency.

If Meticulous Decorating terminates the contract, they will only retain or pursue the amount owed to them for work carried out up to the point of termination.

7. Scope of quoted work

The quote written by Meticulous Decorating, for the client, represents the requests of the client and is not a builder's survey.

8. Colour Matching

Meticulous Decorating uses suppliers that can match paint colours to the vast majority of brands. These colour matches will be extremely close to the original colour; however, they will never be a 100% match. This is because different manufacturers use different chemicals to produce their paints. There can also be slight differences between the colour of any testers provided and the paint used for

the project. This is because the manufacturer may use marginally different ratios of pigment when translating from a tester pot size to a tub containing several litres. In the rare event that there is a significant colour discrepancy, Meticulous Decorating will liaise with the supplier to ensure that the matter is rectified and that you the customer are not adversely affected.

9. Additional Works

Any additional work required that is not detailed in the Quotation must be subject to a further quote and agreement. Such work will not be undertaken, nor charged for, until an agreement is reached in writing between the Customer and Meticulous Decorating.

If a customer makes changes to their property or building after receiving a Quotation, they must let me know of all changes made as soon as possible, so that their quote can be revised. Any changes made without notifying me may cause a delay in the work, until a price has been agreed for any changes.

10. Condition of existing walls and ceilings

Excluding minor repairs, no provision is made in your Quotation for restoration of plastering beneath papered walls or ceiling surfaces. Unless specifically mentioned, it is assumed that such plastering is in good condition, and is suitable to take treatment specified. If the removal of wallpaper reveals plaster that requires more remedy than has been quoted for, the Customer will be informed and the work will be paused until a practical solution can be reached. This could be, for example, adjusting the Quotation to include the application of lining paper, or an agreement for Meticulous Decorating to return once remedial plastering has been carried out.

11. Pre-existing damage and photographs

I may complete a pre-existing damage form prior to the start of the project. In the unlikely event that I do damage your property, and this is a result of my negligence, you will be covered by my insurance. I will also take photographs of the area to be decorated before, during and after the project. This is primarily for my records but may also be used for marketing purposes. Your personal information will never be shared, however if you do not wish me to use such photographs for marketing purposes, please advise me of this at your earliest opportunity.

12. Materials

The materials that I use will always be of high quality. The paint and other coatings that I intend to use will be detailed on your quotation. However, from time to time it may be necessary to substitute the brand specified for another if, for example, the product required is not in stock with my suppliers. The alternative item will always be of the same quality or better, an inferior product will never be intentionally used. Any increase in price for the substituted item will be covered by Meticulous Decorating.

13. Wallpaper provided by the customer

The customer agrees that if they are providing any wallpaper that is to hung, that this is of good quality. Poor quality wallpapers may not match up properly and can shrink, tear very easily, or transfer dyes during the hanging process. This would result in a defective finish and as such, I would be unable to use it. To avoid this scenario, there are certain products that I will refuse to hang. These include Arthouse wallpapers and 'I Love Wallpaper'. It is strongly recommended that the customer sends a product internet link to Meticulous Decorating before purchase in order that I can check the quality of the item.

It is highly recommended that the customer purchases an extra roll of paper than they think they will need in case an additional amount is required. Suppliers usually offer refunds of any unused rolls, as long as these are unopened and in saleable condition. Upon receipt of the wallpaper, it is vital that the customer checks that the batch numbers of each roll of wallpaper are the same.

14. Commencement of work

The estimated start date will not be secured, and the contract will not come into effect, until you have accepted the quotation and the deposit is received. Meticulous Decorating will do all that it reasonably can to meet the date given for the start of work. In the case of unforeseen circumstances beyond the reasonable control of the company, I will contact you to explain and to agree an alternative date.

15. Duration of work

Estimated completion times are guidelines and although I will endeavour to complete the work in the time frame intimated, sometimes unforeseen circumstances mean that there could be delays. If you require an update as to how the work is progressing, I will be happy to speak with you at a mutually convenient time.

16. Additional Support

As a sole trader, I work alone and endeavour to complete works without the need for additional support. However, in rare circumstances, Meticulous Decorating may enlist the help of another person, for example if the work is falling significantly behind schedule. Only persons who have been known to me for a long time and are completely trusted would be enlisted to assist, and this would only be done with prior notification to the customer. Such persons would be considered competent to carry out the tasks required of them and their actions are the sole responsibility of Meticulous Decorating. No additional remuneration will be required from the customer in these circumstances and the amount detailed on the quotation will remain the same, unless otherwise agreed in writing.

17. Other Trades

In some cases, work is undertaken by other trades in the same area as being worked on by the Painting and Decorating firm. This is not an ideal situation, as damage can sometimes occur to the finished surfaces of the room. **Please be advised that if another tradesperson damages work already completed by Meticulous Decorating, further payment will be required in order for me to rectify the damage.**

18. Completion of Work

Once the work is finished, **payment is respectfully requested immediately**, and in any event within 14 days of your invoice being issued. Payment by bank transfer is preferred, although cash will also be accepted. Meticulous Decorating encourages you to check for any defects at your earliest opportunity. In the unlikely event that there is any aspect of the work that you are not completely satisfied with, please let me know straight away so that I can arrange a convenient time to return to rectify. **Please be aware that the customer shall not be entitled, by reason of any alleged minor defect, to withhold more than a proportionate amount of the sum due to Meticulous Decorating for works carried out.** I request that you notify me within 7 days of completion of any problems that you wish to raise. Claims may be reduced or rejected if Meticulous Decorating have not been given an opportunity to put matters right.

19. Staged Payments

If the work being carried out is to last longer than one week, payments will be broken down into weekly amounts. These will be clearly detailed on your quotation. Payment for week one must be paid before week two begins, and payment for week two must be paid before week three and so on (if applicable). **Work for the following week will not commence until the previous week's balance has been settled.** If payments are not settled in time, I will not be able to continue the work and delays will result. Meticulous Decorating will not be able to extend the length of the project into another customer's slot as a result of late payments.

19. Trade Waste

I will unfortunately be unable to remove any rubbish that is generated from the work I complete at your property. All waste will be suitably bagged and passed to you for disposal.

20. Unpaid Accounts

Meticulous Decorating is insured for costs relating to non-payment of invoices. In the event that any customer does not pay their invoice within a reasonable period of time, and an amicable resolution cannot be agreed, **Meticulous Decorating will seek legal counsel and begin court proceedings to recover monies owed.**

21. Data Protection

Meticulous Decorating takes your privacy extremely seriously. Your personal details will never be passed to another company or third party without your permission, unless requested to do so by law. Your contact details will be used for correspondence by Meticulous Decorating while your project is ongoing. After completion, I may get in touch for marketing purposes, but if you prefer me not to, please do let me know.

Please be aware that if you decide to accept my quotation, you are entering into a contract with me and agreeing to these Terms and Conditions. If you are in any way uncertain about your rights under these terms, or if you would like me to explain anything, please do not hesitate to contact me on 07988758116 or by email at info@meticulousdecorating.co.uk