

Terms and Conditions

Standard terms

Unless otherwise agreed in writing by Interio Decor these conditions, which supersede any earlier sets of conditions appearing in the company's quotations or elsewhere, shall override any terms and conditions stipulated, incorporated or referred to by the client, whether in quotation or in any negotiations, even if contained in a document which purports to provide that rival terms shall prevail.

Variation of conditions

Any variations to this contract and any special terms will only be effected if set out in a printed format issued only by Mr Ben Williams, proprietor of Interio Decor (hereinafter referred to as "The Proprietor" or "us/we"). Only he is authorised to make any representations to this contract or any matter relating to it.

Contract

This contract document shall be construed according to and governed by English law and shall be subject exclusively to the jurisdiction of the English courts.

Payment

20% of COST, or material cost (whichever is greater) to be paid in advance. This payment is due within 30 days of arrival of our quotation letter indicating our intended start date and before works begin. This payment is to secure and allocate you a time for us to carry out the work. No time slot will be allocated until this payment is received. Please be aware that the original time slot may no longer be available but we will book your work in as soon as we can.

A payment instalment may be required at any stage of the project if requested by the proprietor. This payment will never be more than the percentage of work undertaken to date, and includes sums already paid e.g. deposit. We will provide you with an invoice. Payment should be made immediately.

Interio Decor will invoice you once all work is complete and the snagging list is concluded. You must pay all sums due to us without any set off, deductions, counterclaim and/or withholding of monies. All costs shall be accepted in good faith.

Seven-day terms apply. Please note any damages you may claim will be processed through our liability insurance. No moneys shall be deducted from the final invoice.

Interio Decor exercises the right to claim interest and also compensation for any debt recovery costs incurred under current late payment legislation and will instruct our debt collection agency automatically within 14 days if payment is not received. We may also take legal action if required.

Commencement and duration

The estimated start date will not be secured and contract shall not come into effect until the deposit is received or agreement to begin has been given in writing (this includes text, email and WhatsApp etc.), only then will the contract become effective. Please note that all start and finish dates can only be given in estimates as other work and external factors may affect this.

Employee working conditions

The proprietor exercises the right to refuse to quote for any work, which he judges may lead to unsatisfactory working conditions for any employee.

The proprietor, or any member of staff, holds the right to remove any personnel from the site, if at any time a member of staff has been abused physically or verbally by a client, or any other member of society. Under these circumstances, you will have to pay in full for all work carried out and materials purchased to that date and the remaining works may be cancelled at sudden notice.

Interio Decor is a non-discriminatory business and will not tolerate any type of discrimination against any employee undertaking the work.

All employees and subcontractors shall be under the jurisdiction of the proprietor and shall only take his working orders.

All other decisions, requests or amendments to the contract shall be put to the proprietor first before any such operations are carried out.

Every effort will be made to replace an employee if he/she is unable to attend due to sickness or any other reason. On occasions this may not be possible but Interio Decor will make every effort to continue operations expeditiously.

Expectations

All works will be carried out to industry standards and tolerances, while we make every effort to carry out our work to the highest standard, some defects are to be accepted and tolerated within reason. Internally we agree no hard-edged defect should be clearly visible to the naked eye from 2m away in natural lighting conditions, this does not include undulations in hand applied plastering. Any defects in existing backgrounds may remain visible, depending on assumed budget and reparability. Externals will have an even more tolerant expectation of standards.

Lighting plays a big part on how good a finished room looks, if new lights are used that illuminate across a surface and cause critical lighting, this must be made clear before estimates are given. The level of prep required may significantly increase the price of works otherwise.

Different times of day can cause different defects to be visible. We can only fill what we can see in the conditions available and will not be expected to cross light surfaces or use any visual aids to look for defects unless previously agreed in writing.

Absolute perfection is rarely possible in any building. Especially within a budget. The only way to achieve a 99% flawless finish is with a open cheque and no time limit.

Damage to work

Interio Decor will not be held responsible for damage/marks/dust to any of the decorating that is not the fault of Interio Decor. If such damage/marks/dust are to be repaired by Interio Decor, the client will be advised of any extra cost, which must be paid for before such work is undertaken.

Other trades

Where any work undertaken by other trades has affected our finished work, the cost to rectify will be the responsibility of the client. Unless subcontracted by us, we are also not responsible for their safe conduct on site. If a previous trade unrelated to us has left any site in an unsuitable manner for us to continue work this will be chargeable and any extra work necessary also.

Other trades may also slow us down in tight environments. This could increase costs if we get in each others way.

Furniture, Fixtures and Fittings

All furniture should be removed from working areas before our arrival, or otherwise moved into the middle of rooms if this doesn't impact access. Any objects that cannot be moved will be covered up with the appropriate sheeting. Please advise us in advance if any heavy object needs to be moved by us, as this may be chargeable. The client should remove all fragile or vulnerable items, and all cupboards and drawers should preferably be left empty. Fittings to be removed by the client, however these may be removed by us for access if not done and this may be chargeable. Any fitting that cannot be removed will not be our responsibility. Any new or replacement fittings installed by us will be at extra cost.

Non recommended paint brands and customer supplied paints

We will specify all paints for a given project, if you choose to use your own supply or specification of paints then we will always follow manufacturers data sheets to apply the products in the recommended manner, however we do not guarantee against failure of coatings or time taken in this instance. If using your own supply, we recommend storing for no more than 1 year at a maintained temperature above 10 degrees Celsius.

Retail paints

As professional painters and decorators we do not recommend retail products (similar to what you may find in hardware stores and DIY outlets.) Regardless of brand. This is due to lesser quality pigments, poor coverage and reduced durability and adhesion. Should you wish us to use a non-trade rated product, we will not be liable for failure of coatings. These products may also significantly increase labour costs, which you will accept in good faith if application takes longer than expected.

Existing backgrounds and coatings

We will always do our best to ensure a sound surface before applying any coatings. However, it is not always possible for us to realise that the existing background will fail. In this event, we will stop work, assess the situation, and inform you of what we think is the next best course of action. We are not liable for any failure of pre-existing coatings or surfaces, you will accept our knowledge and experience in good faith, any independent advise will be at the clients expense.

Water and electricity usage

The use of electricity and running water will be required throughout almost any project. Should this not be possible, then this will be expected to be supplied by the customer with the means of generators and a clean tanked potable water source.

Facilities

The use of toilet facilities and somewhere to wash hands on site should always be fully available to all of our team, this includes our subcontractors. If this is not possible, we may hold back on works until this is rectified or suitable facilities become available. This could result in the loss of your allocated time slot and the need to re-schedule works for a later date. Any hire of facilities will either be billable or supplied directly by the client.

Site waste

Unfortunately, due to the rising costs of disposal, we no longer can take waste with us from site. We will neatly bag up all waste and leave it in a suitable location for you to arrange disposal. There may be times we can arrange for waste collection such as skips and grab hire etc. However, these will be at an extra cost if not already included in the estimate provided.

Colour matches and mixed colours

All mixed paints are non-returnable and non-refundable (unless incorrect colours have been ordered in our or our suppliers error)

Colour matches do have a possibility of a 5%-10% discrepancy in colour and sheen. Also, the smaller the volume ordered the higher the chance of a poor match. This means that sample pots may look a lot different than a 5L or 10L tub matched in the same colour. We will not be held responsible for differences between sample pots and final colours.

Cleaning of finished surfaces

Once we apply a finish to a surface, it may take a month or so to cure before the coatings reach full hardness. Please refrain from cleaning during this period. All surfaces require different methods of cleaning, if in doubt, please ask us and we will inform you of the recommended products and methods to use. If a coating or surface fails due to incorrect cleaning products used or used too early or heavily, we are not liable for any repairs needed to make good.

Storage of paints

We recommend storing all new or partial tubs of paint in a suitable environment as per the manufacturer's recommendations. If you store any paints outside of their specified parameters, we hold to right to refuse use of said product or source our own (which will be chargeable). If you insist that we use incorrectly stored material or we cannot verify the storage conditions then we will not be liable for any failed coatings.

Extra operations of work

Interio Decor will not be responsible for carrying out any work other than that stated on the original quotation and specification document. If you wish to add extra operations of work then this will be at extra cost, which will be estimated and submitted in writing. Such work will not be undertaken until you agree the full amount, and deposit (as above) is paid in advance, if requested by the proprietor.

Unforeseen circumstances

Interio Decor holds the right to charge for any extra work that was unforeseen and not included in the original estimate or quotation. We will inform you of any extra costs at the earliest opportunity.

Intended start/finish date

Although every effort will be made to meet our intended start date, please accept that scheduling of other work may make this impossible. In such cases, we will give you a minimum of one week's notice, and an alternative date will be agreed.

Quotations

All quotations given by Interio Decor are valid for 30 days only. Once you receive your quotation document you have 30 days to sign the contract or pay the deposit. If this is not reached, the quotation shall become void.

Cancellation by notice or cancellation

Cancellation of the contract must be made in writing. If we receive written notice to cancel this contract less than a week before intended start dates or more than 14 days after the contract was agreed, or the deposit paid, such deposit will be forfeited. Please note if you cancel the project any time after 14 days or after works beginning you will lose your deposit outright.

Any job specific materials purchased for the job will be deducted from the deposit and the materials will be handed over to the client along with the monetary difference.

Separate terms

If any terms in this contact cannot be enforced, this will not affect the remaining terms.

Any quote or estimate is subject to revision if there are any changes to the nature or extent of the requested work. This may apply to both labour and materials. However, the quote will not be amended without consultation with you.

These terms and conditions are non-negotiable at all times and once agreed do stand as a legal binding document.

Photography

We usually take photographs as we estimate work to give us a better picture of what is to be done. We also take photographs during works for updates and to evaluate any potential issues. We may also take photographs of our work for our social media accounts and website. We will blur any faces, portraits, items of perceived high value, house names/numbers, cars or anything we feel would be immediately identifiable. If you would rather we didn't use these photographs for this purpose, please inform us at the earliest opportunity.

Privacy statement

Interio Decor will not share your information with third parties unless explicitly told to do so. We do store basic information on record, for reference and admin purposes, this is kept in secure files. We do not store any bank details or personal financial information.