



Renew Painting Pty Ltd Terms and Conditions  
Last edited July 2023

## **1. QUOTES**

Our quotes expire after 30 days from the date of issue. Any quotes accepted after this time will require a revised quote. Any deposits that are made and paperwork signed will be returned to the client; should the revised quote be agreed upon by the client a new deposit and paperwork will be required.

## **2. PAYMENTS**

Building contractors who wish to accept our quotes are required to read, sign and date the terms and conditions and provide a 25% deposit to secure their booking. This deposit is non-refundable. In cases where a client has agreed to proceed with our services but has not signed and dated the terms and conditions and or paid the 25% deposit, Renew Painting will not commence the project. In cases where a client cancels or postpones their project (having signed the terms and condition and paid their deposit) their 25% deposit will not be refunded. Should the client re-schedule for a later date, the client will receive a revised quote, which they will be required to sign and return; and the original 25% deposit paid by the client will count toward the new deposit required before the re-scheduled project commences.

The following payment schedule is to be followed unless agreed upon otherwise in writing, we will issue the relevant invoices throughout the project and can provide a receipt upon request. Projects can and will be paused where payments are not paid on time and in keeping with the below schedule:

Deposit: 25% deposit due upon acceptance of the contract  
Second Payment: 50% deposit due mid-way through the project  
Final Payment: 25% due upon completion of the project\*

\*This includes clean-up. This does not always include touch-ups - tradesmen or otherwise. Please see "Touch Ups" below for more information.

### **3. UNPAID INVOICES**

In the event that the building contractor fails to pay the painter any amount due in accordance with Clause 2 hereof, then interest will accrue on the amount outstanding at the rate of 20% per annum from the day after it was due, to the date it is paid, and the painter shall be entitled to immediately cease any work the subject of the attached quotation, without limiting any other rights that the painter may have and the customer shall not be entitled in any way to employ any other painter or person to finish the work.

If the building contractor defaults in payment of any progress claim, becomes bankrupt, or executes a Deed of Assignment or Arrangement for the benefit of creditors, or being a company goes into liquidation, or calls a meeting of its creditors or makes any arrangement with them, or commits an act of insolvency, or appoints an Administrator, then the painter may suspend all work and give notice either orally or in writing that no further work will be carried out and the painter shall have no further obligation to the building contractor in respect to such work.

The painter is entitled to all paint, wallpaper and other materials for which no payment has been made and to enter the site of work for the purpose of removing such materials and the building contractor shall not prohibit, obstruct or make it difficult for the painter to enter the site and obtain the painter's materials.

### **4. INDEPENDENT CONTRACTOR**

Renew Painting Pty Ltd are independent contractors and are solely responsible for their income taxes.

### **5. SCOPE OF WORKS AND MATERIALS**

The scope of works and materials to be used, including paint finishes, for the project are outlined within the original quote. All materials listed within the scope of works will be used during the project, unless otherwise agreed upon in writing by both parties.

Renew Painting are Dulux Accredited Painters (DAP) and therefore recommend Dulux paint and products and all other companies affiliated with Dulux (Porters / Berger). For some Dulux products we can offer a 5 year warranty. Speak with us for further information regarding this.

### **6. INDUSTRY**

Renew Painting abides by the current industry standards, some listed below:

- ❖ Applying 2 coats of paint (to repaint only, undercoat applied in other cases)
- ❖ Storing paint correctly
- ❖ Priming the surface appropriately
- ❖ Covering non-paint surfaces
- ❖ Finishing edges and corners in a professional manner

- ❖ Holding current licenses for heavy lifting machinery (cherry picker etc.)
- ❖ Damages incurred by Renew Painting during a project are covered by insurance

## **7. CHANGES OF MIND**

Any changes of mind that occur after the terms and conditions have been signed must be agreed upon in writing by both parties. Paint colour changes of mind will incur a considerable fee, especially during peak times.

## **8. VARIATIONS**

Variations must be submitted in writing as soon as possible. Should the submitted variations be agreed upon, a new quote will be drawn up, including the additional cost to the quote, and will require the signature of both parties. Variations may include, but are not limited to changes like:

- Paint colour changes of mind
- Further works completed
- Additional colours added to the schedule
- Feature walls
- Wallpaper removal or application etc.

Variations will not commence until the new quote has been signed and a deposit made (in cases where a deposit is required).

## **9. WATER DAMAGE**

If you have any surface that has water damage, we require advance notice, including photos provided via email. We do not take responsibility for preexisting / post-project water leakage or damage. We will address the water damage issues to the best of our ability. Unattended leakages are the responsibility of the building contractor, we cannot guarantee the damage won't return or cause further issues. Please note water damage management does increase the overall cost of the quote due to specific paint, materials and labor time required.

## **10. LEAD AND ASBESTOS MANAGEMENT**

Lead and asbestos findings (both interior and exterior) must be reported by the building contractor to Renew Painting Pty Ltd. prior to the commencement of any works.

And in return, lead and asbestos findings (both interior and exterior) must be reported to the building contractor by Renew Painting Pty Ltd. prior to the commencement of any works.

## **11. NATURAL CAUSES FOR EROSION**

We will always consider the best products to be used for the relevant environments and take time to work through what materials will be best suited for each project. However, Renew Painting does not take responsibility for natural erosion or other natural effects from harsh environments.

### ***For Example:***

*Salt erosion for paint works completed in close proximity to the ocean*

*West-facing weatherboards and timber frames subject to the harsh sun.*

## **12. FINAL INSPECTION AND WALK THROUGH**

Upon completion of the painting works we will conduct a final inspection where the building contractor or assigned person is required to attend a walk through of the property and sign off on the completed works. Renew Painting will provide the necessary checklist of the agreed works that were undergone, including any variations made during the project. A date for the walk through will be arranged once the last day of works has been determined.

## **13. TOUCH-UPS AND HOURLY RATE**

We ask building contractors to email photos of any outstanding touch-ups not seen to at the final inspection and walk through. Tradesmen touch-ups will be charged by the hour to the building contractors.\* Touch-ups will be charged at \$100 per hour + materials.

\*Tradesmen who were working on site during the time of the painting project, such as electricians, plumbers, carpenters, tilers etc., and anyone else who was under the responsibility of the building contractor.

## **14. DISCLAIMER OF LIABILITY**

Liability is void for the following reasons:

1. Damage caused by misuse/abuse of substrate
2. Damage caused by movement of the substrate.
3. Damage caused by faulty design and or construction of the premises.
4. Damage by hydro-static pressure.
5. Damage by other Trades
6. Adverse weather conditions (hailstorms/sandstorms as examples).
7. Neglect of coating on substrate or incorrect cleaning resulting in damage to paint finish.
8. Failure of previous applied coating system\*.

Defects identified need to be put in writing to the contractor within seven days.

\*Please note an adhesion test AS/NZS 1580.408.5 must be undertaken to suspect previously applied painting systems when quoting.

## **15. DELAYS**

In the event of any inclement weather or act of God occurring which stops the painter doing any work, then the completion date shall be extended day for day arising out of such inclement weather or act of God.

## **16. DISPUTE**

- (a) If a dispute arises between the building contractor (or any of their workers or tradesmen on site) and the painter, the building contractor shall not withhold and shall not be entitled to withhold any payment due to the painter, but shall make any payment due, on the date that it is due, to the Master Painters Association of Victoria Ltd who will hold these monies in trust on behalf of both parties until the dispute has been resolved. The monies will then be distributed, as per the agreed resolution. Payment in this manner causes interest pursuant to Clause 3, to cease from the date payment is made to the Master Painters Association of Victoria Ltd, Compliance with this clause does not otherwise affect the rights and obligations of the parties hereto.
- (b) From the date of the dispute, an independent assessor shall be immediately appointed to attend the site and to assess the value of the work done to that date. If the parties cannot agree on an independent assessor, the secretary or such other appropriate office of the Master Painter's Association of Victoria Ltd shall appoint such independent assessor.

### **16.1 DISPUTE RESOLUTION**

- (a) In the event of any dispute between the building company and the painter regarding the work carried out or the terms and conditions, then the parties must refer the matter to mediation in an attempt to resolve the dispute before commencing legal action.
- (b) Either party must give notice of the dispute to the other party and the parties shall jointly select a mediator. But in the event of a disagreement as to the appointment of a mediator, the mediator shall be appointed by the then Secretary or such other appropriate officer of the Master Painters Association of Victoria Ltd.
- (c) The parties must co-operate with the mediator in an endeavour to resolve the dispute and each party is to pay half the costs of the mediator.

## **17. GOOD FAITH**

The parties agree to act in good faith toward each other.

**18. DISCRIMINATION**

Renew Painting will not tolerate any form of bullying, discrimination or sexual harassment on site as per the following State and Federal Government Acts:

- *Equal Opportunity Act 2010 (Vic)*
- *Racial and Religious Tolerance Act 2001 (Vic)*
- *Occupational Health and Safety Act 2004 (Vic)*
- *Crimes Act 1958 (Vic)*

The Commonwealth legislation includes:

- *Fair Work Act 2009 (Cth)*
- *Racial Discrimination Act 1975 (Cth)*
- *Sex Discrimination Act 1992 (Cth)*
- *Disability Discrimination Act 1992 (Cth)*
- *Age Discrimination Act 2004 (Cth)*

Renew Painting holds the right to cancel a contract should any discrimination occur on site, verbally or via written communication.

**19. BUILDING CONTRACTOR ACKNOWLEDGEMENT**

Renew Painting will commence the agreed upon painting works once the signed terms and conditions and 25% deposit have been received. Renew Painting holds the right to delay a start date should the client not complete one or both of these requirements.

Date:

Date:

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SIGNED BY THE BUILDING CONTRACTOR

   
.....  
SIGNED BY THE COMPANY OWNERS