

PAINTING TERMS AND CONDITIONS (B2B)

BACKGROUND:

These Terms and Conditions shall apply to the provision of painting services by <<Insert name of Painter>> or <<Address of Painter>> to customers that require their painting 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”	comprising an agreement in the form of the Agreement attached hereto as Schedule 1 and is subject to, these Terms and Conditions and the Quotation which the Parties will enter into upon the customer's acceptance of the Quotation;
“Agreed Date”	the date of the provision of the Services as agreed by the Parties [as set out in Schedule 1];
“Agreed Times”	the times at which the Parties shall agree upon the provision of the Services and the Parties shall have access to the premises for the Job [as set out in Schedule 1];
“Business Day”	a day other than Saturday or Sunday) on which the premises are open for their full range of services at <<insert location>>;
“Confidential Information”	information disclosed by one Party to the other Party, information which is confidential by the other Party pursuant to or in accordance 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”	a person or entity that requires the Services subject to the Terms and Conditions and the Agreement, being a person or entity that requires the Services for the purposes of a business, trade, profession, occupation or employment as defined by the Consumer Rights Act 2015;
“Final Fee”	the final fee payable which shall be determined in accordance with Clause 4 of the Terms and Conditions.
“Job”	the work to be done in full of all of the Services;
“Order”	the initial request to acquire the Services from the customer as described in Clause 2 of the Terms and Conditions;
“Products”	the materials required to render the Services and the materials to procure and supply (unless otherwise stated);

“Property”	the Customer’s property or premises, as detailed in the Order and the Agreement, at which the Job is to take place;
“Quotation”	a quotation detailing proposed fees and services to be provided to the Customer in accordance with Clause 2 of these Terms and Conditions. Any such quotation shall a) be required to incorporate, and be subject to, these Terms and Conditions b) not be deemed to be an acceptance of an Order;
“Quoted Fee”	the fee which will be quoted to the Customer in the quotation following the Order which may vary according to the actual work undertaken as set out in Clause 4 of these Terms and Conditions;
“Services”	the interior painting services provided by the Contractor as detailed in Clause 5 of these Terms and Conditions;
“Visit”	any occasion, scheduled or otherwise, on which the Contractor shall visit the Property to render the Services;
“Work Area”	the part of the Property within which the Services are to be provided.

- 1.2 Unless otherwise stated, the word “shall” requires, each reference in these Terms and Conditions to “may” is permissive.
- 1.2.1 The word “electronic” includes any communication by electronic transmission or similar means;
- 1.2.2 The word “provision of a statute” is a reference to that statute or to any statute or re-enacted at the relevant time;
- 1.2.3 The word “Conditions” is a reference to these Terms and Conditions and the Schedules as amended or supplemented at any time;
- 1.2.4 The word “in accordance with” refers to these Terms and Conditions;
- 1.2.5 The word “Clause” is a reference to a Clause of these Terms and Conditions (or the Schedules) or a paragraph of the relevant Schedule;
- 1.2.6 The words “the parties” refer to the parties to the Agreement.
- 1.3 The Terms and Conditions are for convenience only and shall not be used upon the interpretation of these Terms and Conditions.
- 1.4 Words in the singular number shall include the plural and vice versa.
- 1.5 References to gender shall include any other gender.
- 1.6 References to “person” shall include corporations.

2. Orders

- 2.1 The Customer may place their order for their Services through <<insert methods e.g. telephone, email, website>>

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- [illegible]

3. Deposit

- 3.1 At the time of acceptance, the Painter shall receive a Deposit of not more than <<insert period e.g. 7 days>> thereafter the Painter shall be required to pay a Deposit to the Painter. The Deposit shall be <<insert amount>> of the Quoted Fee>>.
- 3.2 Subject to the provisions of clause 3.1, the Deposit shall be non-refundable.

4. Fees and Payment

- 4.1 The Quoted Fee shall be the total fee payable for the Services and for the estimated Products and Materials to be used in the Services and complete the Job [and is further detailed in the Quoted Fee Schedule].
- 4.2 The Painter shall use only the Products (and quantities thereof) specified in the Quoted Fee Schedule and the Agreement; however, if additional Products or Materials are required, the Fee shall be adjusted to reflect this. Any such increases shall be at least the minimum necessary minimum.
- 4.3 In the event that the cost of the Products or Materials procured by the Painter or costs of services to be provided by the Painter increase during the period between the Customer's acceptance of the Quoted Fee Schedule and the commencement of the Services, the Painter shall be responsible for the payment of such increase and of any difference in the Final Fee.

- 4.4 The Customer for the Final Fee when the provision of the Services is complete.
- 4.5 All in accordance with the Agreement within <<insert period e.g. 14 days>> of receipt by the Customer.
- 4.6 Any sum payable by the Customer shall follow the expiry of the time period set out in the Agreement and shall incur interest on a daily basis at <<insert interest rate of <<insert name of bank>> obtaining at the time of payment.
- 5. Services**
- 5.1 The Services shall be rendered in accordance with the specification set out in the Agreement (as may be amended by mutual agreement).
- 5.2 The Customer shall provide drawings, sketches, impressions, plans or similar documents for the Job. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Job nor to constitute a contract.
- 5.3 The Services are rendered with reasonable care and attention to the standard which is commensurate with best practice.
- 5.4 The Services shall comply with any and all relevant codes of practice.
- 5.5 [The Painter shall be responsible for the disposal of all waste that results from their work.]
- 5.6 Following completion of the Job the Customer shall have a period of <<insert period>> to inspect the completed work and to notify the Painter. The Painter shall correct such defects at no additional cost to the Customer.
- 6. Customer's Obligations**
- 6.1 If any other permissions are needed from any third parties, including planning authorities, local authorities or similar, it shall be the responsibility of the Customer to obtain the same in advance of the commencement of the Services.
- 6.2 The Customer shall be responsible for the removal of certain furniture, fixtures and fittings in the Work Area prior to the commencement of the Services. Unless specifically agreed otherwise, the removal shall be the responsibility of the Customer.
- 6.3 The Customer shall ensure that the Work Area is kept clear of furniture, fixtures and fittings for the duration of the Job unless otherwise directed by the Painter.
- 6.4 The Customer shall ensure that the Painter can access the Property at the times agreed in the Agreement for the Services.
- 6.5 The Customer shall have the option of giving the Painter a set of keys to the Property at the start of the Agreed Times to give the Painter access. The keys shall be kept safely and securely.
- 6.6 The Customer shall ensure that the Painter has access to electrical outlets and running water.

6.7 The Customer must give notice to the Painter of the time and place of the inspection or at a particular time and place if such notice is given. If no notice is given, the Painter shall be deemed to have accepted the work.

st <<insert period e.g. 24 hours>>
e the Services on a particular day
voice for cancelled Visits provided
period e.g. 24 hours>> notice is
at the Painter's normal rate.

7. Cancellation

7.1 The Customer may

Agreed Date. The fo

the Job at any time before the
cancellation or rescheduling:

7.1.1 If the Customer terminates the Agreement, including the

more than <<e.g. 28 days>> before
issue a full refund of all sums paid,

7.1.2 If the Customer terminates the Agreement before the Agreement Term, the Deposit shall be payable on the date of termination.

shall retain all sums paid, including
sums from any related balance

7.1.3 If the Customer has paid more than <<e.g. £100,000>> in any sums payable by it to the Supplier

than <<e.g. 28 days>> but more
 agreed Date the Painter shall refund

7.1.4 If the Customer has more than one loan, it shall retain any sums (excluding rescheduled payments) on the Job.

no less than <<e.g. 28 days>> but before the Agreed Date the Painter shall Deposit and shall deduct all such sum from any balance payable on the Agreed Date. All shall be payable on the rescheduled

7.1.5 If the Customer Agreed Date sums shall be

than <<e.g. 14 days>> before the
all sums paid and any outstanding
able. No refund shall be issued.

7.1.6 If the Customer fails to pay the Agreed amount within the specified time, outstanding amount shall be issued as a bill payable on the date of default.

less than <<e.g. 14 days>> before
I retain all sums paid and any
immediately payable. No refund shall
count toward the fees and Deposit

7.2 The Painter may cash refund all sums paid

before the Agreed Date and shall

8. Liability, Indemnity and Insurance

8.1 The Painter shall obtain and maintain in full force and effect during the term of this contract, a contract for general liability insurance which shall

place at all times suitable and valid insurance.

8.2 The Painter's total negligence or breach shall be limited to £<<ins>

Damage caused as a result of their conditions or of the Agreement shall

8.3 The Painter is not which results from the Painter.

Damage suffered by the Customer
to follow any instructions given by

8.4 Nothing in these Terms shall be construed to exclude the Painter's liability for the work.

or in the Agreement shall limit or
personal injury.

8.5 Subject to sub-Clause 8.4, the Contractor shall be responsible for any costs, liability, and damages incurred by the Employer in connection with the Contractor's performance of the Works.

I indemnify the Customer against
or proceedings arising out of the

- Painter or any breach of these Terms and Conditions.
- 8.6 The Painter shall indemnify the Painter against any costs, liability, proceedings arising out of the Customer's failure to meet any other breach of these Terms and Conditions or the
9. **Guarantee**
- 9.1 The product of all Services provided shall be free from a period of <<insert period e.g. 12 months>> following the date of purchase.
- 9.2 If any defect of the Services appear during the guarantee period of 9.1 the Painter shall rectify any and all such defects free of charge to the Customer.
10. **Data Protection**
- The Painter shall protect the Customer's personal data as set out in the Painter's <<insert document>> Privacy Notice>> available from <<insert location(s)>>.
11. **Confidentiality**
- 11.1 Except as required by law, the Painter shall not disclose Confidential Information to any third party without the prior written consent of the other Party, except as may be required by law or as authorised in writing by the other Party at any time during the continuance of the Agreement and [<<insert number>> years] after its termination:
- 11.1.1 Confidential Information;
- 11.1.2 Confidential Information to any other party;
- 11.1.3 Confidential Information for any purpose other than as set out in the Agreement;
- 11.1.4 Confidential Information in any way or part with possession of Confidential Information; and
- 11.1.5 Confidential Information of its directors, officers, employees, agents, subsidiaries or any act which, if done by that Party, would constitute a breach of the provisions of sub-Clauses 11.1.1 to 11.1.4 above.
- 11.2 Either Party shall not disclose Confidential Information to:
- 11.2.1 Any third party or supplier of that Party;
- 11.2.2 Any government or other authority or regulatory body; or
- 11.2.3 Any officer or officer of that Party or of any of the other Parties or persons, parties or bodies;
- 11.2.4 Any person, party or body in question that the Confidential Information is necessary for the purposes contemplated by Clause 11.2.1.2 or any employee or officer of any Party and submitting to the other Party a written undertaking from the party in question. Such undertaking shall be practicable in the terms of this Clause 11, to

- 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 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 ("Force Majeure"). Such causes include, but are not limited to, natural disasters, internet service provider failure, strikes, wars, riots, civil unrest, epidemics, pandemics, earthquakes, acts of terrorism, or any similar or dissimilar other event that 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 time of such termination, the Parties shall agree on a reasonable payment for all Services completed up to the date of termination, which payment shall take into account the value of the Services provided up to and into reliance on the performance of the Agreement.]
13. **Termination**
- 13.1 Either Party may terminate this Agreement by giving written notice to the other Party if:
- 13.1.1 any sum owed by the Party to the other Party under any of the provisions of this Agreement has not been paid within <<insert period>> days of the due date of payment;
- 13.1.2 that other Party has committed a material breach of any of the provisions of this Agreement which is not capable of remedy, fails to remedy the breach within <<insert period>> Days after being given written notice giving details of the breach and requiring it to be remedied;
- 13.1.3 an encumbrance is placed on, or where that other Party is a company, a charge is created over, any of the property or assets of that other Party;
- 13.1.4 that other Party enters into a liquidation arrangement with its creditors or, in the case of a company, is placed into an administration order (within the meaning of the Insolvency Act 1986);
- 13.1.5 that other Party is a sole trader or firm, has a bankruptcy order made against it, or goes into liquidation (except for the purposes of a reconstruction or re-construction and in such a manner that the Party does not therefrom effectively agree to be

- the obligations imposed on that other Party under
- 13.1. to any of the foregoing under the law of any relation to that other Party;
- 13.1. s, or threatens to cease, to carry on business; or
- 13.1. Party is acquired by any person or connected control of that other Party on the date of the purposes of this Clause 13, "control" and shall have the meanings ascribed thereto by 22 respectively of the Corporation Tax Act 2010.
- 13.2 For the purpose of Clause 13.1.2, a breach shall be considered capable of remedying a breach which can comply with the provision in question in all respects.
- 13.3 Where a Party breaches the Agreement under sub-Clause 13.1, the amount(s) received from it shall be refunded in full, and it shall pay the amount(s) payable under the Agreement.
- 13.4 The Agreement shall not prejudice any other right or remedy available to a Party in respect of the breach concerned (if any) or any other breach.
- 14. Effects of Termination**
- Upon the termination of the Agreement for any reason:
- 14.1 any sums payable by one Party to the other under any of the provisions of the Agreement shall become immediately due and payable;
- 14.2 all Clauses of the Agreement, whether expressly or by their nature, relate to the period after the termination of the Agreement shall remain in full force and effect;
- 14.3 termination of the Agreement shall not prejudice any right to damages or other remedy which a Party may have in respect of the event giving rise to the termination, or any right to damages or other remedy which any Party may have in respect of a breach of the Agreement which exist at or before the date of termination;
- 14.4 subject to Clause 14 and except in respect of any accrued rights, a Party shall be under no further obligation to the other; and
- 14.5 each Party shall, to the extent referred to in Clause 11) immediately upon termination, or indirectly, any Confidential Information, and shall deliver to the other Party any documents in its possession or control containing any Confidential Information.
- 15. No Waiver**
- No failure or omission to exercise any of its rights under the Agreement shall be deemed to be a waiver of any subsequent breach of the Agreement.
- 16. Further Assurances**
- Each Party shall do all such further deeds, documents and things as may be necessary to give full effect to the provisions of the Agreement into full force and effect.

17. **Costs**

Subject to any provisions incidental to the negotiation of the Agreement.

Party shall pay its own costs of and on and carrying into effect of the

18. **Set-Off**

Neither Party shall be entitled to set off or sums received in respect of the agreement at any time.

in any manner from payments due under the Agreement or any other

19. **Assignment and Sub-Contracting**

19.1 [Subject to sub-Clause 19.2, neither Party shall assign, sub-contract, charge (other than by way of a floating charge) or otherwise delegate any of its rights or obligations thereunder, or sub-contract any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.]

Agreement shall be personal to the Party, charge (otherwise than by way of a floating charge) or otherwise delegate any of its rights or obligations thereunder, or sub-contract any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.]

19.2 [The Painter shall be responsible for the performance of the obligations undertaken by it through any other member or sub-contractors. Any failure to perform such obligations shall, for the purposes of the Painter.]

of the obligations undertaken by it through suitably qualified and skilled other member or sub-contractor shall be deemed to be an act or omission of the Painter.]

20. **Time**

[The Parties agree that all time periods specified in the Agreement shall be of the essence of the Agreement.]

specified in the Agreement shall be of the essence of the Agreement.]

OR

[The Parties agree that the time periods specified in the Agreement are for guidance only and are not intended to be of the essence of the Agreement.]

specified in the Agreement are for guidance only and are not intended to be of the essence of the Agreement.]

21. **Relationship of the Parties**

Nothing in the Agreement shall be construed as creating a partnership, joint venture, agency or other contractual relationship between the Parties.

Nothing in the Agreement shall be construed as creating a partnership, joint venture, agency or other contractual relationship between the Parties other than the relationship created by the Agreement.

22. **Third Party Rights**

No part of the Agreement shall be construed as creating rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

No part of the Agreement shall be construed as creating rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

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, the designated officer of the Party giving the notice.

All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, the designated officer of the Party giving the notice.

23.2 Notices shall be deemed to have been given:

given:

23.2.1 when delivered to the recipient by a registered messenger or other messenger (including a courier) at any time of the day or night, or

when delivered to the recipient by a registered messenger or other messenger (including a courier) at any time of the day or night, or

- 23.2. ...ted by e-mail and a successful return receipt is
- 23.2. ... day following mailing, if mailed by national prepaid.
- In ea ... addressed to the most recent address or e-mail addre ... Party.
24. **Entire Agree**
- 24.1 The ... e entire agreement between the Parties with respect ... and may not be modified except by an instrument in wr ... uthorised representatives of the Parties.
- 24.2 Each ... e that, in entering into the Agreement, it does not rely o ... warranty or other provision except as expressly provi ... and all conditions, warranties or other terms implie ... law are excluded to the fullest extent permitted by la
25. **Counterpar**
- The Agree ... in any number of counterparts and by the Parties to it on sepa ... of which when so executed and delivered shall be a duplicate ... counterparts together shall constitute one and the same instrum ... all be effective until each Party has executed at least one co
26. **Severance**
- In the event ... e provisions of the Agreement and/or of these Terms and C ... unlawful, invalid or otherwise unenforceable, that / those prov ... d severed from the remainder of the Agreement and/or these ... The remainder of the Agreement and/or these Terms and C ... and enforceable.
27. **Dispute Res**
- 27.1 The ... resolve any dispute arising out of or relating to the Agree ... ns between their appointed representatives who have ... ch disputes.
- 27.2 [If ne ... Clause 27.1 do not resolve the matter within <<ins ... of a written invitation to negotiate, the parties will attempt ... te in good faith through an agreed Alternative Dispu ... rocedure.]
- 27.3 [If th ... r sub-Clause 27.2 does not resolve the matter within ... e initiation of that procedure, or if either Party will not ... procedure, the dispute may be referred to arbitr
- 27.4 The s ... der sub-Clause 27.3 shall be England and Wales. The ... rned by the Arbitration Act 1996 and Rules for Arbitr ... n the Parties. In the event that the Parties are unab ... ator(s) or the Rules for Arbitration, either Party may, ... ce to the other Party, apply to the President or Deput ... being of the Chartered Institute of Arbitrators for the a ... ator or arbitrators and for any decision on rules

that may be required

27.5 Nothing in this Clause shall prevent either Party from applying to a court for an order

27.6 The decision and order of the court under Clause 27 shall [not be binding on]

either Party or its affiliates from applying to a court for an order

method of dispute resolution under this Clause shall be binding on both Parties.

28. Law and Jurisdiction

28.1 The Agreement and any conditions, contractual matters and obligations arising therefrom shall be governed by the law of England and Wales.

28.2 Subject to the provisions of the Agreement or claim between the Parties, all disputes, controversy, proceedings or claim arising out of or in connection with the Agreement or these Terms and Conditions (including any conditions, contractual matters and obligations arising therefrom or associated therewith) shall fall within the [non-] exclusive jurisdiction of the courts of England and Wales.

Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, the laws of England and Wales.

dispute, controversy, proceedings or claim arising out of or in connection with the Agreement or these Terms and Conditions (including any conditions, contractual matters and obligations arising therefrom or associated therewith) shall fall within the [non-] exclusive jurisdiction of the courts of England and Wales.

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SCHEDULE 1

AGREEMENT

made the day of

BETWEEN:

- (1) <<Name of registered in <<Country of Registration>> under
number <<C number>> whose registered office is at] OR [of]
<<insert Add and
- (2) <<Name of registered in <<Country of Registration>> under
number <<C number>> whose registered office is at] OR [of]
<<insert Add and

WHEREAS:

- (1) The Painter es and hereby agrees to provide those services,
as specified in accordance with, and subject to, the Terms and
Conditions, t agreement.
- (2) The Custom the Painter's services in accordance with, and
subject to, th and Conditions and this Agreement.

IT IS AGREED as f

1. The Agree

- 1.1 Any s Agreement", "the Agreement", "the Terms and
Conc d Conditions" or the Quotation shall be deemed
to re or the attached Terms and Conditions or the
Quot constitute a contract for the provision of the
Servi and the Customer.
- 1.2 By ex on <<insert date>>, the Parties hereby agree to
be bo the Terms and Conditions, the Quotation and the
provi
- 1.3 This into effect upon its execution by both Parties and
paym

2. The Service

The Service e Agreed Date of <<insert date>> and shall be
provided du of <<insert times>> at the Property located at
<<insert add

Specification / Des	Relevant Dates / Times

3. Fees and P

<<Insert full sums due as detailed in the Quotation>>

4. **Electronic Signatures**

It is acknowledged that the Agreement may be signed by:

- 4.1 Both Parties by electronic signature (whatever form the electronic signature takes); or
- 4.2 Both Parties by manuscript signature; or
- 4.3 One Party by electronic signature (whatever form the electronic signature takes) and the other Party signing by manuscript signature.

Each Party hereby certifies that any electronic signature will be as conclusive of a Party's intention as if signed by that Party by means of their manuscript signature.

IN WITNESS WHEREOF
before written

SIGNED by
<<Name and Title of
for and on behalf of

In the presence of
<<Name & Address

SIGNED by

<<Name and Title of
for and on behalf of

In the presence of
<<Name & Address

Painter>>

Customer>>