

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY - BY USING THE SERVICES OF LEANNE'S LICK OF PAINT YOU ARE ENTERING INTO A CONTRACT WITH US AND AGREEING TO THE FOLLOWING TERMS AND CONDITIONS.

'We', 'us' and 'our' means Leanne's Lick of Paint. 'You', 'the client', 'the customer', 'your' means the person who requested our services and enters into this contract.

## SECTION 1 - CONTRACT AND QUOTATIONS

### 1.1 Contract

The agreed final statement of work represents a written contract for the exact work to be completed at the price quoted.

- a. Any agreement made verbally is not covered by the contract unless it has been written into said contract, or subsequently confirmed in writing or by email.
- b. The agreement is made between Leanne's Lick of Paint and the client. The client is identified as the person who requested the quotation.
- c. Leanne's Lick of Paint will not enter into any dialogue, accept any requests or communicate in any way with anyone other than the client except where the client has provided written permission that allows them to do so.
- d. The acceptance of the quote, electronically or by any other means signifies a full acceptance and commitment by both parties to accept these terms and conditions.

### 1.2 Scope of quoted work

The quote provided by Leanne's Lick of Paint for the client represents the requests of the client. It is not a builder's survey and we will not be held liable for any task that is not included in the written quote.

- a. Any additional tasks required at the client's request after the written quote is accepted will be subject to additional costs. These will be agreed between Leanne's Lick of Paint and the client and confirmed in writing. No additional work will be undertaken without written agreement between both parties.
- b. If a customer makes changes to their property or building after receiving a quote from Leanne's Lick of Paint, the customer must advise us of all changes made as soon as possible, so that their quote can be revised. Any changes made without notifying us may cause a delay in the work until a price has been agreed for any changes.
- c. Quotations are for the task or tasks specified and not based on daily or hourly charges. Any timescales given will be approximate, subject to change and may be longer or shorter than the estimate.

### 1.3 Electric and water

The client will be expected to provide electrical power, running water and toilet facilities where reasonably possible.

### 1.4 Condition of existing property

Unless specifically mentioned in the quote, no provision is made for repair of plastering beneath papered walls or ceiling surfaces, as it is assumed that such plastering is in good condition, and is suitable to take treatment specified. Similarly, the costs of the repairs and renewals of any defects which are not visible at the time of estimating will be chargeable.

### 1.5 Cooling off period and cancellation

Leanne's Lick of Paint abides by the 14 day cooling off period as defined by the Consumer Credit Act 2015 so the client may cancel the booked service without penalty during that time but agrees to pay for the cost of any materials already purchased by Leanne's Lick of Paint. The client agrees that the cost of any such materials can be deducted from the 25% deposit paid. Leanne's Lick of Paint will not purchase any materials during that 14 day period without written consent from the client.

After the obligatory 14 day cooling off period, should the client wish to cancel, the client agrees to notify Leanne's Lick of Paint in writing or by email 28 days before the project start date.

- a. If cancellation is advised 28 days or more before commencement of works, then any monies paid to Leanne's Lick of Paint will be refunded in full, with the exception of the cost of any materials already purchased.
- b. In the event that Leanne's Lick of Paint are not notified of the cancellation within 28 days, the client agrees to pay all of Leanne's Lick of Paint administration, lost work and scheduling costs amounting to no less than 15% of the total project cost.
- c. If the customer elects to cancel our services after we have begun work, the customer agrees to pay all of Leanne's Lick of Paint administration, lost work and scheduling costs amounting to no less than 50% of the total project cost.
- d. In the event of cancellation by the client due to genuine extenuating circumstances, Leanne's Lick of Paint may consider an adjustment to the cancellation fees but, otherwise, the standard cancellation fees will apply.
- e. Postponement of scheduled works rather than cancellation is acceptable only if the rescheduled date is bona fide and by agreement with Leanne's Lick of Paint.
- f. Should further postponement occur, the client will be deemed to have cancelled our services and the cancellation levy will apply as above.

## 1.6 Materials

All necessary materials can and will be provided by us unless otherwise agreed and will always be of high quality and used in an appropriate manner as per the manufacturer's guidelines.

- a. Where it is necessary to match existing decor, our work will be carried out with this in mind, using appropriate materials that provide an exact match where possible. If an exact match will not be achievable, the client will be consulted and written agreement from the client will be obtained before materials are purchased.
- b. Any alterations to materials required once purchased by Leanne's Lick of Paint (for example, change of colour choices by the client) will be subject to a supplementary charge to cover transport costs and time taken to exchange the items.
- c. Leanne's Lick of Paint are not responsible for the performance or suitability of any materials, parts or products purchased directly by the client and allow Leanne's Lick of Paint to use these at their own risk.
- d. It is the client's responsibility to ensure that all materials supplied by the client must be available in suitable quantities on the date specified by Leanne's Lick of Paint. Any delays to completion of work caused by late supply of such materials will be subject to a supplementary charge.

## 1.7 Completion timescales

Estimated completion times are guidelines and although we will endeavour to complete the work in the time frame intimated, we will not be held liable for failure to complete the scheduled works within the estimated time frame. Similarly, it may be that by employing

extra resources we can finish a project more quickly than estimated. In which case the price of the quote will remain the same.

### 1.8 Storage of tools

We may on occasion request that tools be left on site overnight. The client reserves the right to decline such requests.

### 1.9 Validity period of quotes

Quotes are valid for 28 days from the issue date and must be accepted in writing during that time. Leanne's Lick of Paint cannot guarantee that prices will remain the same after the quote has expired.

### 1.10 Damages and sub-standard workmanship

It is the responsibility of the client:

- To remove valuable and/or fragile items from the areas to be decorated.
  - To remove pictures and other wall-hangings.
  - To remove electrical goods.
  - To remove any or all items of furniture requested by Leanne's Lick of Paint to facilitate the effective provision of the decorating service.
- a. Assistance can be provided with the repositioning and/or removal of bulky furniture items and goods, but will incur an additional charge (for which a fee will be agreed and included in the quote).
  - b. We reserve the right to decline to move goods if the condition is at risk of damage to the goods, equipment or the property.
  - c. We reserve the right to decline to move particularly heavy or bulky items if they present a higher than accepted health and safety risk.

Any items not moved prior to the commencement of works that were agreed would be moved by the client are left at the client's own risk and Leanne's Lick of Paint accepts no liability for damage to these items.

A supplementary charge will apply for any delay in the commencement of works caused by items left in situ that were agreed would be moved by the client.

In the event of breakage or damage to the property, Leanne's Lick of Paint will notify the client immediately and set out steps to remedy the situation. The client must notify Leanne's Lick of Paint immediately of an alleged breakage or damage caused by our employees.

Similarly, if at the end of the job the client is dissatisfied with any aspect of the service, they must inform us within seven days of completion. Leanne's Lick of Paint understands its obligations under the Consumer Rights Act and will consider engaging the services of an Alternative Dispute Resolution provider should any dispute not be resolved to the client's or to Leanne's Lick of Paint's satisfaction.

Clients must allow Leanne's Lick of Paint to effect a remedy using our own tradespersons and under no circumstances will we be held liable for the costs of reparations by third parties that we have not expressly agreed to in writing.

### 1.11 Precautions

We will take every possible precaution to ensure that all vulnerable areas and any agreed objects left in the work area are carefully and thoroughly covered and/or masked. However, there will always remain a very small risk of overspill or dust getting past these precautions. In the rare event of overspill, dust or other cosmetic damage, we will endeavour to ensure that it is satisfactorily cleaned.

It may be necessary for Leanne's Lick of Paint to remove radiators to achieve an unbroken and completed finish for any wallpaper or paint. This can, on rare occasions, expose previously undetectable faults, weak points or breaches. Leanne's Lick of Paint cannot be held responsible for any such pre-existing conditions which might be revealed, or for any resulting damage which might occur and the client agrees to bear any costs that might arise from such damage. Should the client decide that Leanne's Lick of Paint may not remove any radiator, the client accepts that Leanne's Lick of Paint cannot be held responsible for any resulting imperfections in finish.

The client must notify Leanne's Lick of Paint immediately of an alleged breakage or damage caused by our employees.

#### 1.12 Pre-existing damage and liability

We will complete a pre-existing damage form and may take photographs of your property prior to the start of the project. In the unlikely event that we do damage your property and this is a result of our negligence, you will be covered by our insurance for the full amount. However, claims that we can dispute with photo evidence or written evidence will incur a £50 charge per complaint to cover administration costs.

Leanne's Lick of Paint is fully covered by Public Liability insurance up to £10m.

#### 1.13 Completion of the project

If Leanne's Lick of Paint deem it necessary, the client must make themselves available on the last day of the project for consultation and final sign-off for the project.

At this meeting, any defects or queries will be logged and agreed in writing on the Sign Off sheet. Please refer to clause 2.2 (d) regarding retention amount pending remedy of any defect.

In the event that the client is unavailable, unless otherwise agreed in writing, the client accepts that the project has been completed to their satisfaction and payment in full is due.

#### 1.14 Termination of the contract by Leanne's Lick of Paint

Leanne's Lick of Paint will not tolerate aggressive or rude behaviour, racism, nationalism; sexism, chauvinism, homophobia or ageism directed towards any of its staff or tradespersons and reserves the right to terminate the project at any time in this event.

## SECTION 2 - PAYMENT

### 2.1 Payment methods

We accept Cheques, Cash and Bank transfers for settlement of your account. Leanne's Lick of Paint will require clearance of any cheque before commencement of works, purchase of materials or acceptance that the account has been paid in full.

## 2.2 Payment of quoted and fixed price work

The client agrees to pay the invoice for completed work with seven days of completion of the project.

- a. In the event that the client is unhappy with the standard of workmanship, the correct complaints procedure as shown in section 1.10 of these terms and conditions must be followed.
- b. All materials purchased for, or on behalf of the client, remain the property of Leanne's Lick of Paint until payment of the final invoice by the client to Leanne's Lick of Paint.
- c. In the event of dispute, the client agrees to allow access to the property to a representative of Leanne's Lick of Paint to retrieve all materials that remain the property of the company.
- d. If any defects or queries regarding workmanship or damage have been raised at the consultation meeting (see clause 1.13) then 5% of the final invoice may be withheld pending completion of the queried items. This balance is payable immediately on resolution of the queries.

## 2.3 Deposits

- a. A 25% deposit is required before any work commences or any purchases are made on behalf of the customer. A commencement date for any works cannot be confirmed until the deposit is paid.
- b. Deposits are only refundable subject to the conditions of clause 1.5.
- c. All deposits that have been made to us by cheque or bank transfer must allow five working days for payment to clear before work can be carried out by Leanne's Lick of Paint.

## 2.4 Payments to third parties

Our staff are not permitted to accept payment - to pay for your deposit or completed job, you must pay Leanne's Lick of Paint directly.

## 2.5 Unpaid accounts

Leanne's Lick of Paint will exercise their statutory right to claim interest (at 8% over the Bank of England base rate) and compensation for debt recovery costs under the Late Payment legislation if we are not paid in accordance with our agreed payment terms.

Unpaid debts may be passed to a third party for collection and any additional fees incurred will become the liability of the client.

## SECTION 3 - PRIVACY POLICY

Leanne's Lick of Paint will never sell or otherwise pass on your contact details to any other company or third party, unless required to do so by law. When you contact us, your details may be retained to assist with your enquiry and your details will be used for correspondence. Leanne's Lick of Paint will ensure that all data provided will be processed, stored and disposed of in accordance with the General Data Protection Regulations 2018 and is aware of its obligations under these regulations. Your data will not be used for marketing purposes unless you have given your permission for Leanne's Lick of Paint to do so.

#### SECTION 4 – GENERAL

- a. Nothing in these Conditions affect the liability of either party or for death or personal injury caused by negligence or for fraudulent misrepresentation.
- b. Leanne's Lick of Paint will not be held liable for any for any failure in performing its obligations under this Agreement due to circumstances beyond its reasonable control.
- c. The parties agree to submit to the Jurisdiction of the English Courts.