

## **EPS PAINT PTY LTD**

ABN: 77 672 638 783

PO BOX: 8 MURARRIE ROAD, MURARRIE 4172 QLD

These terms and conditions constitute the full and complete service agreement (the "Agreement") between you (the "**CUSTOMER**") and **EPS PAINT PTY LTD (THE COMPANY)** of 8 MURARRIE ROAD, MURARRIE 4172 QLD for the provision of services by Painting.

## **PAINTING**

### **1 Definitions**

1.1 In these Terms of Business the following definitions apply:

- i) "The **COMPANY**", "We", "Us" - means **EPS PAINT PTY LTD (THE COMPANY)**. "Painter" – means the person or firm carrying out painting services on behalf of The **COMPANY**. "**CUSTOMER**" – means the person, firm, or corporate body, together with any subsidiary, or associated **COMPANY** as defined by the Companies Act 1985, to whom the painting services are supplied by The **COMPANY**.
- ii) "Service" – means the painting services carried out on behalf of The **COMPANY**.
- iii) "Painting Visit" – means the visit to the **CUSTOMER**'s service address by the Painter in order to carry out the Service.

1.2 Unless the context requires otherwise, the reference to the singular includes the plural and references to the masculine include the feminine and vice versa.

1.3 The Headings contained in these Terms are for convenience only and do not affect their interpretation.

### **2 Contract**

2.1 These Terms and Conditions represent a contract between THE **COMPANY** and the **CUSTOMER**.

2.2 The **CUSTOMER** agrees that any use of The **COMPANY**'s services, including placing an order for services by telephone, fax, email, website forms shall constitute the **CUSTOMER**'s acceptance of these Terms and Conditions.

2.3 Unless otherwise agreed in writing by a director of The **COMPANY**, these Terms and Conditions shall prevail over any other terms of business or purchase conditions put forward by the **CUSTOMER**.

2.4 No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by a director of The **COMPANY**.

### 3 Quotations

- 3.1 Painting is charged per job taking into account the current condition, number of rooms, walls, ceilings, gutters, roofs, doors, trims, rails, decks, handrails, stairs, and all other areas or surfaces that need to be painted. Please note that we do not charge per hour per painter and the number of operatives attending your property may vary. The number of operatives in a team cannot affect the initially quoted price.
- 3.2 The quoted price does not include extras like plastering works, moving of furniture, waterproofing, caulking, gap filling, mould treatment, repair works, and all other miscellaneous jobs. Those extra services are priced separately.
- 3.3 The **COMPANY** uses national average surface dimensions/measurements when calculating quotations over the phone.
- 3.4 All quotations are given by The **COMPANY** following a request by The **CUSTOMER** and shall remain open to acceptance for a period of 30 days from their date.
- 3.5 The **COMPANY** reserves the right to amend the initial quotation, should The **CUSTOMER**'s original requirements change.
- 3.6 Differences in excess of 10% will be discussed with The **CUSTOMER** prior to the start of the work. In such cases, The **CUSTOMER** will have to pay \$200.00 cancellation fee if he does not accept the updated price.
- 3.7 A 10% weekly payment will be made throughout the job duration to maintain a healthy cash flow during the realisation of your project.

### 4 GST

- 4.1 The **COMPANY** charges GST at the current rate of 10%. Any shown prices exclude GST.

### 5 Equipment

- 5.1 The **COMPANY** shall provide all painting equipment necessary to carry out the service.
- 5.2 The **CUSTOMER** must provide running water, electricity and sufficient light at the premises where the service takes place.

### 6 Payment

- 6.1 Our painting service requires a 30% deposit payable to The **COMPANY** by bank

- transfer or at the time of the booking.
- 6.2 Unless otherwise agreed in writing by The **COMPANY** the account is rendered for immediate payment on the completion of the work. The **CUSTOMER** must make payment either by cash, cheque or bank transfer before the painter leaves The **CUSTOMER**'s premises.
- 6.3 The **COMPANY** reserves the right to cancel services without notice due to declined transactions or non-cleared funds.
- 6.4 Although greatly appreciated and a powerful way to say 'Thank you, The **CUSTOMER** understands that tipping is not required.
- 6.5 The **COMPANY** reserves the right to charge interest on invoiced amounts unpaid for more than 30 days at the rate of 8% per annum above the Bank of England base rate from the due date until the date of actual payment under the Late Payments Act.
- 6.6 The **COMPANY** reserves the right to charge a \$50.00 administrative fee, in addition to the balance due, for any account we must refer for collection. Please note that debt collecting companies may add their charges to the outstanding amount.
- 6.7 All bank charges incurred due to a **CUSTOMER**'s cheque being returned unpaid will be passed to The **CUSTOMER** at a flat rate of \$50.00 per cheque.
- 6.8 The **COMPANY** reserves the right to cancel any contract and back charge additional for past services to reflect the balance of the standard rate(s) if any misleading or false information was used to obtain discounted services.
- 6.9 Where such alternative arrangements have been made The **CUSTOMER** must make payment within 7 days of the invoice date.
- 6.10 The rates of payment by The **COMPANY** shall be as agreed between The **COMPANY** and The **CUSTOMER**, or his representative. The **CUSTOMER** shall make no reduction or retention from the sum due under any invoice.
- 6.11 Fix ups have a 72 hour window to be executed, if The **CUSTOMER** delays the attendance to provide this service, the fix up might not be covered. If a fix up list has not been sent to the office or directly to [info@epsaint.com.au](mailto:info@epsaint.com.au) we will consider that any other issue found after the fix up will be charged as an extra and that no money retained will be acceptable as an excuse for service fix ups.

## 7 Cancellation

- 7.1 You can cancel the booking by providing written notice to be received by us not less than 24 hours prior to the service start.
- 7.2 Please note that our incoming communication is being checked only between 9 am and 5 pm, Monday to Friday, therefore an email sent at 18:30 on Friday evening will be deemed to have been received on the next Monday at 9 am.
- 7.3 If we are prevented from carrying out the booked services due to your failure to provide: 24 hours cancellation notice, access to your property or electricity/water, you will be charged a \$200.00 cancellation fee. If keys are provided they must open all locks without any special efforts or skills.
- 7.4 The **COMPANY** reserves the right to retain the \$200.00 deposit as a cancellation fee/part of a cancellation fee.
- 7.5 If The **CUSTOMER** needs to change a painting day or time, The **COMPANY** will do its best to accommodate him. Any changes to booked services are subject to 24 prior notice and availability.

## 8 Refunds

8.1 Refund will be issued only if:

- i) The **CUSTOMER** has canceled a painting visit within the allowed time (24 hours) prior to the start of the painting visit.
- ii) A painting operative has not been able to carry out the painting due to reasons beyond the **CUSTOMER**'s responsibility.

## 9 Complaints

9.1 We request that complaints or feedback be provided in writing (by letter or email) within a reasonable time of service completion, to ensure that the details are received in a clear and complete manner.

9.2 All services shall be deemed to have been carried out to The **CUSTOMER**'s satisfaction unless a written notice detailing the complaint is received by The **COMPANY** within a reasonable time of service completion. The **COMPANY** will fully investigate any complaint and attempt to resolve it to the satisfaction of The **CUSTOMER**, or alternatively to a reasonable standard.

9.3 The **CUSTOMER** agrees to allow The **COMPANY** back to re-paint any disputed areas/items or repair damaged items, before making any attempts to paint those areas/items himself or arranging a third party to carry out painting or repair services with regards to the above. Failure to do so will void our **COMPANY** Guarantee and we will consider the matter fully settled. If payment has not been received in full or has been stopped by The **CUSTOMER** we will immediately refer the account for collection.

## 10 Claims

10.1 The **CUSTOMER** agrees that due to the nature of the service The **COMPANY** guarantees only to correct any problems reported within a reasonable time of the completion of the service. Failure to do so will entitle The **CUSTOMER** to nothing.

10.2 The **COMPANY** may require entry to the location of the claim as soon as possible in order to rectify the problem.

10.3 The **CUSTOMER** agrees to inspect the work immediately upon its completion and to draw the operatives' attention to any outstanding issues while they are still onsite. The operatives will carry out any such additional work to The **CUSTOMER**'s complete satisfaction.

10.4 If The **CUSTOMER** or any third party instructed by The **CUSTOMER** is not present at the time of completion of the service to inspect the work then no claims regarding any painting issues can be made.

10.5 If The **CUSTOMER** instructs a third party to inspect the result from the painting then The **COMPANY** must be notified before completion of the service.

10.6 In case of a third party inspecting or refusing to inspect the result from the painting then The **COMPANY** cannot be held responsible for rectifying any

outstanding painting issues not mentioned by the third party.

10.7 Any refunds or adjustments must be requested to The **COMPANY** directly and subject to approval by The **COMPANY**.

10.8 The **CUSTOMER** waives his right to stop payment unless The **COMPANY** fails to make good on the guarantee shown in part 13.

10.9 While The **COMPANY** operatives make every effort not to break items, accidents do happen. Identical replacement is always attempted but not guaranteed. For this specific reason, The **COMPANY** requests all irreplaceable items (whether monetarily or sentimentally valuable) be stored away and /or not painted by the painting operatives.

10.10 In case of confirmed damage, caused by **COMPANY** operatives, The **COMPANY** will attempt to repair the item at its cost. If the item cannot be repaired The **COMPANY** will rectify the problem by crediting The **CUSTOMER** with the item's present actual cash value toward a like replacement from a **COMPANY**'s source upon payment of painting services rendered.

10.11 The **COMPANY** shall not be responsible for damage due to faulty and/or improper installation of any item. All surfaces (i.e., marble, granite, wood etc.) are assumed sealed and ready to paint without causing harm.

10.12 No claims shall be entertained if The **CUSTOMER** has an outstanding balance aged more than 30 days.

10.13 Any attempt to commit insurance fraud or any use of false information to commit any type of fraud will be prosecuted to the fullest extent of the law together by The **COMPANY** and the Insurance Provider(s). Monetary compensation, as well as legal fees, may incur.

## 11 Liability

11.1 The **COMPANY** shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by The **CUSTOMER** arising from or in any way connected with:

i) Its failure to carry out its services as a result of factors that are beyond its control. Factors beyond its control include: floods, severe weather conditions, and inability to gain access to premises, lack of appropriate resources, such as water, electricity, and lighting.

ii) Late arrival of **COMPANY** operatives at the service address. The **COMPANY** endeavours to be right on time on any visit but sometimes due to transport-related and other problems which are beyond The **COMPANY**'s control, The **COMPANY** operative's may arrive with a delay or the painting visit may be re-scheduled.

iii) An existing damage to **CUSTOMER**'s property in the form of old mould/burns etc. which cannot be covered/painted completely by the painting operative using the industry standard painting methods

iv) Non-satisfactory result from the service due to The **CUSTOMER** or third party touching the wet painted areas, during or shortly after the painting process

11.2 The **COMPANY** shall not be liable for any damages worth \$200.00 or less.

11.3 The **COMPANY** shall not be liable for any odors arising during and/or after

painting when this is due to factors such as, lack of ventilation, and/or appropriate heating.

11.4 The **COMPANY** shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by The **CUSTOMER** if The **CUSTOMER** has an outstanding balance aged 30 days or more from the date the payment was due.

11.5 We record all incoming and outgoing phone conversations for quality control, record keeping and back-referral for any inquiries or investigations.

## 12 Supplementary Terms

12.1 If The **CUSTOMER** requests keys to be collected by The **COMPANY**'s operatives from an address outside the postal code of The **CUSTOMER**'s address then a \$100.00 charge will apply. The charge will cover only the pickup of keys. If said keys need to be returned back to the pickup address or any other address another charge of \$100.00 will apply.

12.2 If any estimates of how long it will take the painting operatives to do the job required are being provided that is only an estimate based on the average time it takes to paint surfaces or areas of similar size to The **CUSTOMER**'s, it is difficult to estimate precisely how long such tasks may take and that a degree of flexibility may be required.

12.3 The quotation excludes the moving of furniture, unless otherwise stated.

12.4 Our painters are happy to move furniture. Due to Health and Safety regulations, one painter will attempt to move the only furniture that requires no more than one person.

12.5 Miscellaneous jobs outside the quote is optional and the cost will be given after the inspection on-site.

12.6 If the customer requires any additional painting works or any miscellaneous jobs outside of the initial quote or they ask for services to be done during the day/days of the job, without asking for a quote, the pricing for the additional services will be included on the final total on the final invoice. The customer needs to pay for the updated total price.

12.7 The **COMPANY** shall arrange an immediate replacement should an operative cannot attend a scheduled visit, and will inform The **CUSTOMER** prior to the visit.

12.8 All fragile and highly breakable items must be secured or removed.

12.9 The **CUSTOMER** shall ensure that all valuables are stored away when work is carried out and the property is always supervised by The **CUSTOMER** or his representative while the work is executed. The **COMPANY** shall not be responsible for The **CUSTOMER's failure** to comply with this obligation.

12.10 The provisions of this contract are not intended to confer any benefit upon Third parties and the provisions of the Contracts (Rights of Third Parties) Act 1999, are hereby expressly excluded from this agreement.

12.111 The **COMPANY** reserves the right to make any changes to any part of these Terms and Conditions without giving any prior notice. The **COMPANY** may add to

or alter these Terms and Conditions from time to time and any alterations or additions will apply to new business but not to existing contracts. Please refer to your copy of these Terms and Conditions.

### **13 Our Guarantee**

13.1 The **COMPANY** has built its business and reputation by providing its **CUSTOMERS** with the best possible painting service available. Still, The **COMPANY** realizes that because its operatives are human beings, they sometimes make mistakes. For this reason, The **COMPANY** offers you a guarantee. If The **CUSTOMER** is not satisfied with The **COMPANY**'s service for any reason, The **COMPANY**'s operatives will come back to The **CUSTOMER**'s home and re-paint to his complete satisfaction.

13.2 Our guarantee is subject to a complaints notice no later than 24 hours after the completion of the service.

### **14 Insurance**

14.1 The **COMPANY** shall insure all work it undertakes. The **COMPANY**'s public liability insurance covers damages caused by a painting operative working on behalf of The **COMPANY** and includes Treatment Risk and Fidelity Risk covers as standard. All claims are subject to an excess of \$600

### **15 Referral Credit**

15.1 Every **CUSTOMER** of The **COMPANY** will receive a one-time credit of \$50.00 for referring our painting services to another **CUSTOMER**. Credit will be issued after we receive cleared funds from the new **CUSTOMER**.

### **16 Law**

16.1 These Terms are governed by the laws of Queensland, Australia and are subject to the exclusive jurisdiction of the Courts of Queensland, Australia