



COLOUR CHECK LTD

PAINTER & DECORATORS

Colour Check Ltd – Terms and conditions

1. INTRODUCTION

1a. DEFINITIONS:

- 'Us', 'we' and 'our' refer to Colour Check Ltd.
- 'You', 'your' and 'you're' refer to the client.
- 'Commercial' refers to businesses, organizations, and any other entities that require painting and decorating services for commercial properties, including but not limited to offices, retail spaces, and rental properties.
- 'Residential' refers to homeowners, tenants, and any other individuals (including on behalf of other individuals) who require painting and decorating services for residential properties, including but not limited to houses, apartments, and other living spaces.

1b. Welcome to Colour Check Ltd's Terms and Conditions. These terms and conditions outline the rules and regulations for the services provided by our painting and decorating business. By accepting a quote from us, you agree to comply with and be bound by the following terms and conditions. Please read them carefully to ensure you understand your rights and responsibilities.

1c. If you are a client having work done in your residence or on behalf of somebody else's residence, such as family or friends, please ignore section 4 as it only applies to commercial clients. Alternatively, if you are a client having work done within your place work or on behalf of the entity you represent, weather you are an owner, employee or representative, you may skip section 3.

2. GENERAL TERMS

2a. The following terms in this section apply to all clients both residential and commercial.

2b. All work carried out by Colour Check Ltd, is covered by a guarantee of between 12 and 18 months. The guarantee may have been sent to you along with these terms and your quotation or invoice. If it has not been sent to you, it can be found, along with this document, on our website. Go to <https://www.colourcheck.co.uk/info> and click on the guarantee or terms and conditions 'read more' button to find each of the documents. The guarantee applies to the work you have had done regardless if you have knowledge of it or not. Our terms and conditions only apply if you have been made aware of them through email, alongside your quotation, or the quotation states where you can find them. By agreeing to the given quotation, you also agree to the term laid out in this document.

2c. Colour Check Ltd will only be responsible for completing the tasks as laid out in the given quotation, Colour Check Ltd does not take responsibility for extra work that may occur as a result of the work it does. For example, if Colour Check Ltd strips a wall of wallpaper and the plaster underneath is in disrepair and needs to be plastered, we are not responsible for it, even if the chance of it happening was never mentioned by us. We expect the client to have some common knowledge about the work that is being carried out. Any issues or extra work that does arise, not on the original quotation, will be quoted for and if accepted, will then be carried out.

2d. As a standard, Colour Check Ltd applies a maximum of two coats of paint to previously painted surfaces and three coats of paint to bare surfaces for the given quotation. If more coats are required, it is at the discretion of Colour Check Ltd to determine whether there will be an additional cost involved. Alternatively, where only one coat is

required aesthetically and where weather, protection, or humidity is not a concern, such as on a ceiling, we may apply only one coat. This does not change the given quote or invoice amount.

2e. To ensure a smooth process and avoid any disputes, we highly recommend documenting the condition of your property before any work begins. Taking detailed photos or videos can provide valuable proof in case any damage claims arise. While this is not a mandatory requirement, it can help protect both parties and ensure that any claims are legitimate and based on accurate information. Additionally, claims that are supported by such documentation are given more consideration and can be resolved more efficiently. Our staff always aim to do the same.

2f. Colour Check Ltd operates with flexible hours due to our small business nature and various commitments, such as retrieving materials, administrative tasks, and communicating with other clients. As a result, we may not always be present during typical work hours. However, please rest assured that we are dedicated to completing your project efficiently and to a high standard.

2g. Colour Check Ltd is not liable for any consequential or indirect losses that may arise from our work. Including but not limited to, hotel costs or loss of income due to delayed job completion, accidental damage caused by pets or children etc. We advise that all persons, animals, items or objects are kept out of the work area. We do not accept responsibility for any third-party actions.

2h. At Colour Check Ltd, we understand that plans can change. That is why we do not charge any cancellation fees. We only ask that you inform us at your earliest convenience. If you have been sent a quotation and it has been more than 30 business days, your quote will be considered expired and a new quotation will be required.

2i. At Colour Check Ltd, the health and safety of our clients, employees, and the public are of utmost importance. We are committed to maintaining a safe and healthy work environment. The work area should be free of hazards and reasonably clean. This includes removing any obstacles, debris, or materials that could pose a risk to safety. This, of course, depends on the job at hand and does not apply to waste clearance, mould removal or other tasks involving us removing the hazard.

2j. At Colour Check Ltd, unless specifically requested otherwise, we will typically try to match colours and other materials to those previously used. Please note that this may not always result in an exact match. Colours chosen by the client are final, and it is the client's responsibility to ensure they are satisfied with the colour before it is ordered. If the client is unhappy with their chosen colour, they are still required to pay in full for any paint purchased as well as the original quotation given. Any additional paint or coats applied as a result of this will be quoted for and charged if accepted.

2k. As a standard practice, we always remove all hooks, nails, screws, and other wall fixings or furniture unless instructed otherwise by the client.

2l. At Colour Check Ltd, we are committed to providing high-quality services and ensuring customer satisfaction. However, we understand that disputes may occasionally arise. Our dispute resolution policy is designed to address and resolve any issues promptly and fairly. If you have any concerns or issues with our services, please contact us as soon as possible. We encourage open communication to resolve any problems quickly and amicably. If the dispute remains unresolved, we may suggest mediation as a means to reach a mutually acceptable resolution. Mediation involves a neutral third party who will facilitate discussions and help both parties reach an agreement. If mediation is unsuccessful or not agreed upon, we will consider other options for resolving the dispute, such as arbitration or legal action. We aim to resolve disputes in a fair and timely manner, with minimal disruption to both parties.

2m. This agreement shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising under or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

2n. Any changes to the scope of work must be agreed upon in writing by both parties. Additional charges may apply for any changes or additional work requested by the client.

2o. Colour Check Ltd offers a warranty on the work performed. Commercial clients should follow any maintenance instructions provided to ensure the longevity of the work.

2p. For exterior work, Colour Check Ltd reserves the right to reschedule appointments due to adverse weather conditions. This is to ensure the quality and safety of the work being performed.

3. Specific Residential Client Terms and Conditions

3a. Payment Terms: Clients are required to pay in full within 24 hours from the receipt of the invoice. If payment is not received within this period, [a late fee of 1% of the total invoice cost plus VAT per day will be charged](#). Please note that the 24-hour period is not transferable to late fee invoices, and the 24-hour period(s) are calculated from the date of the original invoice. Colour Check Ltd reserves the right to refuse any payment method other than bank transfer.

3b. Clients must ensure that Colour Check Ltd has access to the property during the agreed working hours. Any delays caused by lack of access may result in [an additional charge of £100 plus VAT per Colour Check painter and decorator present](#) to cover loss of wages. This charge is intended to compensate for the time and resources lost due to the delay. We kindly ask that clients communicate any potential access issues in advance to avoid these charges.

3c. Clients are responsible for preparing the work area before the commencement of work. This includes moving furniture, valuable items, and ensuring the area is free of personal belongings. We do cover everything in our work area however you may feel it necessary to apply extra protection, although, if this prevents us from installing our own protection, we may remove it. Colour Check Ltd does not take responsibility of damages caused by flaws in the client's protection.

3d. Clients must provide access to necessary utilities such as water and electricity during the project. Colour Check Ltd does not reduce the quoted amount for using the client's utilities.

3e. Upon completion of the project, clients are required to inspect the work and provide approval. Any issues or concerns should be raised immediately so they can be addressed promptly. We understand that if the lighting is not adequate or you are not present, you may need to do this at another time. Colour Check Ltd Will return to correct defects in our work once, at no additional cost. Things that are not defects or 'snags' are covered in section 4 of our guarantee which can be found on our website, go to – info – Colour Check Ltd's Guarantee. Alternatively, a copy of our guarantee should have been sent to you along with your quote.

3f. Colour Check Ltd reserves the right to halt work if the presence of other tradespeople jeopardizes the quality of our work. This is to ensure that our high standards are maintained and that the final result meets your expectations. In most situations, we can coordinate and work alongside other tradespeople without issue, provided there is clear communication and logistical planning. We kindly ask that clients inform us in advance of any other tradespeople working on-site to ensure a smooth workflow.

4. Specific Commercial Client Terms and Conditions

4a. Payment Terms: The client is required to pay in full within 5 days from the receipt of the invoice, unless otherwise agreed. If payment is not received within this period, [a late fee of 5% of the total invoice cost plus VAT per day will be charged](#). Please note that the 5-day period is not transferable to late fee invoices, and the 5-day period(s) are calculated from the date of the original invoice. Colour Check Ltd reserves the right to refuse any payment method other than bank transfer.

4b. Clients must ensure that Colour Check Ltd has access to the property during the agreed working hours. Any delays caused by lack of access may result in [an additional charge of £100 per Colour Check painter and decorator present](#) to cover loss of wages. This charge is intended to compensate for the time and resources lost due to the delay. We kindly ask that clients communicate any potential access issues in advance to avoid these charges.

4c. Colour Check Ltd agrees to keep all information related to the client's business/organisation confidential and will not disclose any such information to third parties without the client's consent. Similarly, the client, including any employees or representatives, is required to maintain the confidentiality of any information related to Colour Check Ltd and its operations.

Thank you for choosing Colour Check Ltd for your painting and decorating needs. We are committed to providing high-quality services and ensuring your satisfaction. If you have any questions or need further assistance, please do not hesitate to contact us. We look forward to working with you and making your vision a reality.

Yours Sincerely,

Joseph P McNamara & Michael K Paterson