

TERMS AND CONDITIONS – WILLOWS PAINTER & DECORATOR

These Terms and Conditions govern the provision of painting and decorating services by Willows Painter & Decorator (“Willows,” “we,” “us,” or “our”). By engaging our services, you (“the Customer”) agree to be bound by the following terms:

1. GENERAL PROVISIONS

1.1 SCOPE

These terms apply to all painting and decorating services provided by Willows, including but not limited to interior and exterior painting, staining, and related preparatory work.

1.2 AMENDMENTS

Willows reserves the right to amend these Terms and Conditions at any time. The most current version will be available on our website, and continuation of services after such amendments constitutes acceptance of the updated terms.

2. QUOTATIONS, ESTIMATES, AND ENQUIRIES

Quotations, estimates, and general enquiries are provided free of charge. Customers are encouraged to contact us for any inquiries without obligation.

3. DEPOSITS AND PAYMENTS

3.1 DEPOSITS FOR COMPLETING PREVIOUS WORK

If a quote is accepted to complete painting and decorating work initiated by another contractor, a non-refundable deposit of 50% of the quoted amount is required, regardless of the reason the previous contractor did not complete the work. The Customer must provide the name and contact telephone number of the previous contractor for reference purposes. Willows reserves the right to contact such contractors for verification, at our discretion.

3.2 DEPOSITS FOR NEW WORK

Upon acceptance of a quote for new work, a non-refundable deposit of 20% of the total quoted amount is required. This deposit will be deducted from the final invoice upon project completion.

3.3 MATERIAL COSTS

The cost of all materials must be paid in full by the Customer on the first day of work commencement. The deposit specified in Section 3.2 does not cover material costs unless explicitly stated in the quote.

3.4 PARTIAL PAYMENTS FOR LONG-TERM PROJECTS

For projects spanning multiple weeks, Willows may request partial payments for completed work to facilitate cash flow and cover material expenses. Such requests will be communicated in writing in advance, and payments will be credited toward the final invoice.

3.5 FINAL PAYMENT

Full and final payment is due on the last day of project completion, as specified in the final invoice. Payment must be made via bank transfer, cheque, or another agreed method, details of which will be provided in the invoice.

If full payment is not received within 7 calendar days of the invoice date, Willows reserves the right to apply a late payment surcharge of 10% on labour charges, in addition to any statutory interest recoverable under the Late Payment of Commercial Debts (Interest) Act 1998.

4. CANCELLATION POLICY

Deposits outlined in Sections 3.1 and 3.2 are non-refundable if the Customer cancels the agreed-upon work after acceptance of the quote.

5. WORK COMMENCEMENT AND DELAYS

5.1 ACCESS AND DELAYS BEYOND OUR CONTROL

If Willows attends the worksite on the agreed date and is unable to commence or continue work due to reasons beyond our control (e.g., lack of access to rooms, incomplete preparatory works by others, or health and safety concerns), additional charges will apply. These may include:

- Forfeiture of the deposit.
- A daily rate of £200 per lost day of work (with additional charges for weekends or non-standard working hours, defined as outside 8:00 AM–6:00 PM, Monday–Friday).

This policy does not apply if work cannot commence due to inclement weather, such as heavy rain or storms affecting external work.

5.2 INCOMPLETE WORK DUE TO CUSTOMER ISSUES

If work has commenced but Willows is unable to complete part or all of an area due to circumstances beyond our control (e.g., Customer requests to leave areas unfinished, tradespeople obstructing access, lack of access, or unforeseen issues preventing paint application), the Customer remains liable for the full quoted price. Willows will document and communicate such issues in writing.

6. PREPARATION AND WORKSITE RESPONSIBILITIES

6.1 CUSTOMER RESPONSIBILITIES

The Customer is responsible for ensuring the work area is in a suitable condition for work to commence, including clearing rooms of furniture where necessary. Additional cleaning or packing of fragile goods by Willows will incur a charge of £50 per room, payable immediately upon completion of the additional preparatory work.

6.2 FURNITURE AND PERSONAL ITEMS

Willows is not responsible for moving furniture, large items, small items, ornaments, or personal possessions. We may assist with moving larger items within reason if requested, but this is at the Customer's risk. Failure to relocate items may result in work pausing or, in extreme cases, cancellation of the project, with applicable charges as per Section 5.1.

6.3 PRE-EXISTING CONDITIONS

If walls exhibit nicotine staining, moisture damage, or other pre-existing conditions that may affect the quality of the finish, this must be disclosed prior to quoting. Failure to disclose such conditions may result in a substandard finish, for which Willows will not be held liable. Additional charges may apply if remedial work is required to address undisclosed issues, subject to a revised quote.

6.4 ZERO TOLERANCE FOR ABUSE OR THREATENING BEHAVIOR

Willows Painters and Decorators maintains a zero-tolerance policy towards any form of abuse, harassment, or threatening behaviour directed at our staff, including but not limited to verbal abuse, physical intimidation, or aggressive conduct. We reserve the right to immediately terminate services, refuse further engagement, and, where appropriate, pursue legal action against any individual or party exhibiting such behaviour.

7. PAINTING SPECIFICATIONS

7.1 PAINTING TECHNIQUES

Willows employs freehand techniques for painting finished lines, ensuring crisp and precise edges. However, the quality and accuracy of these lines may be influenced by surface contours. If the Customer requests taped edges for a more defined finish, this service is available at an additional cost, as it is not part of our standard practice and is considered supplementary work. Costs will be outlined in a revised quote prior to commencement.

7.2 NUMBER OF COATS

Unless otherwise specified in the initial quote, Willows applies two coats of paint or stain as standard. Additional coats, whether requested by the Customer or deemed necessary due to surface conditions, will incur extra charges. These charges will be based on the total time required to complete the additional work, including preparation and application, and may include a daily rate of £200 (with additional charges for weekends or non-standard working hours). This applies to all internal and external work, including all materials and finishes.

7.3 COLOUR SELECTION

If the Customer requests Willows to select a paint or stain colour, the Customer is responsible for any costs incurred in changing the colour if they are subsequently dissatisfied with the choice. An additional coat for ceilings and walls will incur a minimum charge of 30% of the total job cost, which may increase if the change extends into additional workdays or requires further materials.

8. WASTE REMOVAL

While Willows will make every effort to leave the worksite clean and tidy, we are not responsible for removing waste. As Willows is not a licensed waste carrier, waste removal has legal and insurance implications, and the Customer must arrange disposal independently. Upon request, Willows can recommend licensed waste carriers, but this service is not included in our standard pricing.

9. INVOICING AND PAYMENT

9.1 INVOICING

Upon completion of the work, Willows will issue a final invoice detailing all charges, including labour, materials, and any additional services. Invoices will be sent via email unless otherwise requested.

9.2 PAYMENT TERMS

Full payment is due on the last day of project completion, payable via bank transfer, cheque, or other agreed methods as specified in the invoice.

Late payments not received within 7 calendar days of the invoice date will incur a 10% surcharge on labour charges, in addition to any statutory interest recoverable under the Late Payment of Commercial Debts (Interest) Act 1998.

10. WORKMANSHIP GUARANTEE

Willows guarantees all painting and decorating work against defects due to workmanship for a period of 12 months from the date of completion, subject to normal wear and tear. This guarantee does not cover issues arising from pre-existing conditions, Customer negligence, or improper maintenance. Claims under this guarantee must be submitted in writing, with supporting evidence (e.g., photographs), within 14 days of the defect being discovered.

11. LIABILITY AND LIMITATIONS

11.1 GENERAL LIABILITY

Willows will not be liable for any indirect, consequential, or incidental damages arising from the provision of services, including but not limited to loss of use, loss of profits, or damage to property not directly caused by our negligence.

11.2 DAMAGE TO PROPERTY

Willows will take reasonable care to avoid damage to the Customer's property during the course of work. However, we will not be responsible for damage caused by pre-existing structural issues, undisclosed hazards, or the Customer's failure to prepare the worksite as outlined in Section 6.

11.3 UNCONTROLLABLE EVENTS

Willows will not be liable for delays or failure to perform services due to circumstances beyond our reasonable control, including but not limited to acts of nature (e.g., floods, earthquakes), government restrictions, pandemics, or supply chain disruptions. In such cases, Willows will notify the Customer and work to reschedule services at the earliest opportunity.

12. CONTACT INFORMATION

For any questions, concerns, or to exercise your rights under these Terms and Conditions, please contact Willows Painter & Decorator at:

- **Email:** william@willowsdecorating.co.uk
- **Phone:** 07876 806 815