

TERMS AND CONDITIONS

1. ACCEPTANCE OF THESE TERMS AND CONDITIONS

By signing this quotation, the customer is deemed to. accept these terms and conditions.

2. PROGRESS PAYMENT

Unless specified in writing to the contrary, progress payments are to be made by the customer to the painter within seven (7) days of progress claims being submitted as follows:

- (a) If the price quoted is on an hourly basis, then the painter may submit progress claims on a weekly basis, commencing one week from the start of work.
- (b) If the price quoted is for a lump sum, then the painter may submit progress claims for the proportion of work carried out, and materials supplied, on a weekly basis or at such other time as the painter deems appropriate.

3. DEFAULT OF PAYMENT

- (a) In the event that the customer fails to pay the painter any amount due in accordance with Clause 2 hereof, then interest will accrue on the amount outstanding at the rate of 20% per annum from the day after it was due, to the date it is paid, and the painter shall be entitled to immediately cease any work the subject of the attached quotation, without limiting any other rights that the painter may have and the customer shall not be entitled in any way to employ any other painter or person to finish the work.
- (b) If the customer defaults in payment of any progress claim, becomes bankrupt, or executes a Deed of Assignment or Arrangement for the benefit of creditors, or being a company goes into liquidation, or calls a meeting of its creditors or makes any arrangement with them, or commits an act of insolvency, or appoints an Administrator, then the painter may suspend all work and give notice either orally or in writing that no further work will be carried out and the painter shall have no further obligation to the customer in respect to such work.
- (c) The painter is entitled to all paint, wallpaper and other materials for which no payment has been made and to enter the site of work for the purpose of removing such materials and the customer shall not prohibit, obstruct or make it difficult for the painter to enter the site and obtain the painter's materials.

4. DISPUTE

- (a) If a dispute arises between the customer and the painter, the customer shall not withhold and shall not be entitled to withhold any payment due to the painter, but shall make any payment due, on the date that it is due, to the Master Painters Association of Victoria Ltd who will hold these monies in trust on behalf of both parties until the dispute has been resolved. The monies will then be distributed) as per the agreed resolution. Payment in this manner causes interest pursuant to Clause 3 (a) to cease from the date payment is made to the Master Painters Association of Victoria Ltd, Compliance with this clause does not otherwise affect the rights and obligations of the parties hereto.
- (b) From the date of the dispute, an independent assessor shall be immediately appointed to attend the site and to assess the value of the work done to that date. If the parties cannot agree on an independent assessor, the secretary or such other appropriate office of the Master Painter's Association of Victoria Ltd shall appoint such independent assessor.

5. DISPUTE RESOLUTION

- (a) In the event of any dispute between the customer and the painter regarding the work carried out or the terms and conditions, then the parties must refer the matter to mediation in an attempt to resolve the dispute before commencing legal action.

- (b) Either party must give notice of the dispute to the other party and the parties shall jointly select a mediator. But in the event of a disagreement as to the appointment of a mediator, the mediator shall be appointed by the then Secretary or such other appropriate officer of the Master Painters Association of Victoria Ltd.
- (c) The parties must co-operate with the mediator in an endeavor to resolve the dispute and each party is to pay half the costs of the mediator.

6. DELAYS

In the event of any inclement weather or act of God occurring which stops the painter doing any work, then the completion date shall be extended day for day arising out of such inclement weather or act of God.

7. CONFLICTING PROVISIONS

If these conditions are in conflict with any terms and conditions contained in any other document between the parties, then these terms and conditions shall prevail and take precedence over such conditions.

8. DISCLAIMER OF LIABILITY

Liability is void for the following reasons:

- Damage caused by misuse/abuse of substrate
- Damage caused by movement of the substrate.
- Damage caused by faulty design and or construction of the premises.
- Damage by hydrostatic pressure.
- Damage by other Trades
- Adverse weather conditions (hailstorms/sandstorms as examples).
- Neglect of coating on substrate or incorrect cleaning resulting in damage to paint finish.
- Failure of previous applied coating system*.

Defects identified need to be put in writing to contractor within seven days.

*Please note an adhesion test *AS/NZS 1580.408.5* must be undertaken to suspect previously applied painting systems when quoting.

8. GST

Goods and Services Tax is applicable to this quotation. In addition to the sum set out in the attached quotation, the customer is liable to pay the GST as and when payments are due to the painter. The customer is liable to pay this amount, as detailed on the quotation, to the painter as part of the total payment for the work.

9. GOOD FAITH

The parties agree to act in good faith to each other.

Date:

Date:

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SIGNED BY THE CUSTOMER

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SIGNED BY THE PAINTER