## Standard Terms - " Just The Finish "

#### Standard terms

The contractor will complete the work described overleaf in a competent and tradesperson like manner to the reasonable satisfaction of the customer in accordance with the terms mentioned overleaf or on relevant plans and specifications supplied in relation to the works and within the time limits (if any) specified

# **Payments**

Due to the high costs of the products being used a minimum of 25% will be required by transfer or bank cheque, on acceptance of estimate, with a further payment due prior to commencement on site, depending on the choice of materials required to complete the initial stages.

Progress and final payments should be made by direct deposit or bank cheque and be made out to "Just The Finish" the contractor, or representative of the contractor upon completion of the predefined stages towards the completion of the works. Should the project be delayed then payment requests will be on a fortnightly basis, with amounts to vary in accordance with scope of the work completed.

#### **Variations**

The price of any agreed written variation shall be added to or deducted from the contract price.

## Assumption of surface quality

The contractor assumes that the surface to be coated is hard, solid and sound, fit to be coated with the chosen finish, normal stability and moisture checks will be carried out and visible rectification work required by the builder will be outlined. In the event that delaminating should occur due to a problem with the substrate (ie; movement / rising damp etc) during the application of the new surface, or within 12 months after, that remedial action to completely strip all layers of the coated surface and to apply a new finish coat should be regarded as a variation to the original scope of works. Additional costs will in such circumstances be incurred by the client as a variation.

### Quotation

The quotation remains valid for a period of twenty one (21) days from the date of the quotation.

#### Insurance

All personnel employed or engaged by "Just The Finish" are insured against third party property damage in an amount to the reasonable satisfaction of the customer. The customer warrants that the customer has insured his/her/their property against fire, theft and storm damage.

#### Safe place of work

The customer shall provide the contractor and his employees with a safe place to work and the contractor reserves the right to discontinue work when of the opinion the building is not safe.

#### Commencement and completion of work

The contractor agrees to commence the work on the agreed date and proceed to completion date with reasonable despatch, however the contractor shall not be liable for any loss, damage or delay due to any cause beyond their reasonable control.

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Overtime / out of normal hours work
Work may need to be performed outside regular working hours or regular working days. It is agreed that the contractor will be given unfettered access to perform the contracted work during these crucial initial application stages.
Entry
From the date of commencement of work to a period of seven (7) days after completion the customer irrevocably authorises the contractor and will arrange entry to the premises to perform work, deliver and remove equipment.
Liability
As far as is permitted by law the contractor disclaims all liability for any loss, damage or delay arising from any act or omission in or about the performance and completion of this agreement.
Ownership
The goods and services provided under this contract remain the property of the contractor until paid for in full.
Contractor - Peter Holmes T/A - "Just The Finish"
Client or builder.
contact details ( MOB )
Witness
contact details ( MOB )