Scottish Decorators' Federation

The Scottish Decorators' Contract
Domestic Version

THIS CONTRACT IS FOR USE IN CONNECTION WITH PAINTING AND DECORATING WORKS TO BE CARRIED OUT ON DOMESTIC PREMISES BY A DECORATING CONTRACTOR EMPLOYED DIRECTLY BY A BUILDING OWNER OR PROPRIETOR.

Contract No. 02207

Location of the Works

Premises

Address: _____

_____

_____

Tel: _____

Parties to the Contract

Client

Name: _____

Address: _____

_____

Tel: _____

Decorator

Name: _____

Address: _____

_____

Tel: _____

The Decorator hereby offers to carry out and complete the works as defined in this document

Details of the work to be carried out

Short description of the work:

_____

_____

List of the documents, which describe the work in detail:

_____

_____

_____

_____

The Decorator will do the following:

(a) Provide an estimate for the work to be carried out.

(b) Advise the Client as soon as possible of any potential delays to completion.

(c) Advise the Client as soon as possible of any potential additional costs.

(d) Accept responsibility for any damage he causes to the premises or adjacent premises or to the contents, fixtures of fittings.

(e) Carry out the work carefully and competently as set out in the documents.

(f) Protect all existing surfaces, furniture, floor coverings etc. where required.

The Client and the Decorator should initial all of the documents detailed in the box opposite and retain the originals.

Working Arrangements

The premises will/will not* be occupied during the works.

The working hours will be _____

_____

Facilities made available to Decorator _____

The works are due to commence on _____

The works will be completed within _____ days/weeks after commencement.

DECORATOR

Signed: _____

Print Name: _____

Date: _____

CLIENT

Signed: _____

Print Name: _____

Date: _____

The Price for the Works

The price for the works as detailed in this contract shall be

(_____

_____) £

exclusive of VAT which will be charged at appropriate rate on invoice.

Payment for the Works

The Client will require to pay 100% of the total price when satisfactorily completed by either of the following methods, which the Client will confirm prior to the works commencing:

- One amount on completion of the works, *or*
- Several instalments at predetermined intervals or stages

Payment is to be made by:

Cheque / Cash *(Delete as applicable)*

The Decorator will prepare and submit an invoice to the Client at each stage to show the amount due and the VAT being charged. The Client will pay the full amount due not later than 14 days alter receiving the invoice from the Decorator.

Should the Client fail to pay the amount due on or before the required date, the Decorator will be entitled to charge interest at the current Bank Rates on a weekly basis until paid.

ESTIMATE
The Decorator will provide the Client with an estimate detailing the work to be carried out using materials from the approved products list.

ADDITIONS TO OR DELETIONS FROM THE EXTENT OF THE WORKS
The Client may add to or deduct from the extent of the works to be carried out under this contract. Such variations must be agreed in writing between the parties. The cost and programme implication of any variation should also be agreed in writing prior to the varied work being carried out.

INSURANCES AND GUARANTEES
Prior to the work commencing:
The Client will inform his insurers that work is to be done on the premises.

The Decorator will have public liability insurance in place and will, if requested, produce documentary evidence to the Client to demonstrate that appropriate cover is available.

CONCILIATION CONDITIONS
Should the Client/Contractor be unable to satisfactorily resolve a complaint, either party may utilise the Complaints procedure. This procedure is firstly a method of conciliation /mediation by using independently appointed inspectors who will if necessary inspect the work and provide a written report. Should the report find faults in workmanship the Decorator is obliged to rectify the faults.

INSOLVENCY
If either the Client or the Decorator becomes insolvent or otherwise unable to pay their debts, this contract will be terminated. The insolvency practitioner involved may then investigate suitable arrangements to have the work completed.

DISPUTE
The Client and the Decorator have the choice to settle disputes by adjudication or by court proceedings.

If adjudication is selected, both parties can agree between them on the appointment of an adjudicator. If both parties cannot agree on the terms of reference on the selection of an adjudicator, one or both parties may then apply to the Scottish Decorators' Federation. The Federation will arrange the appointment of a suitably qualified person to issue a decision on the dispute, which will be binding on both parties.

OTHER INFORMATION
Failure to agree a dispute will automatically invoke the SDF Licensing Registration Board dispute complaints procedure, a copy of which is available from the Decorator or the SDF offices.

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