

# LIMITLESS PAINTING

## Terms & Conditions of Trade

**Business Name:** Limitless Painting

**Director:** Jesse Davies

**Location:** Taumarunui, New Zealand

By accepting any quotation issued by Limitless Painting, the client agrees to the following Terms & Conditions.

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### 1. Acceptance of Quote

Acceptance of a quotation may be made verbally, electronically, in writing, or by confirmation of a scheduled start date.

Upon acceptance of the quotation and confirmation of a start date, these Terms & Conditions become legally binding.

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### 2. Deposit Requirement

A non-refundable deposit of **30% of the total quoted amount** is required upon acceptance of the quotation and confirmation of the scheduled start date.

Limitless Painting reserves the right to postpone commencement of works until the deposit has been received.

Deposits are used to secure labour, materials, scheduling, and project allocation.

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### 3. Payment Terms

Unless otherwise agreed in writing:

- Full payment is due within **7 calendar days** of invoice date.
- Progress payments may apply for larger projects.
- Late payments may incur additional collection costs and interest where permitted under New Zealand law.
- The client agrees to pay all reasonable debt recovery or legal costs associated with overdue accounts.

Ownership of supplied materials remains with Limitless Painting until payment is received in full.

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### 4. Scope of Works

The quotation includes only the works specifically outlined in the written quote.

Any additional work requested by the client, including unforeseen preparation, repairs, plastering, rot removal, damage repair, or extra coats, may incur additional charges and will be treated as a variation.

Variations may affect completion timeframes.

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### 5. Surface Preparation & Existing Conditions

Limitless Painting will take reasonable care in preparation and painting procedures; however:

- Previously painted or damaged surfaces may reveal hidden defects during preparation.
- Cracking, peeling, bubbling, water damage, mould, rust, timber movement, or poor previous workmanship may affect final results.
- Limitless Painting is not responsible for pre-existing structural, plastering, waterproofing, moisture, or substrate failures.

Any additional preparation work required outside the quoted scope will be discussed with the client before proceeding.

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### 6. Colour Selection

The client is responsible for final colour approval and selection.

Limitless Painting is not responsible for dissatisfaction arising from colour choice once paint has been applied.

Additional charges may apply where repainting is requested due to colour changes after commencement.

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### 7. Materials

Unless otherwise stated:

- Limitless Painting will supply all standard painting materials and consumables.
  - Products used will be suitable trade-quality products.
  - Where clients supply paint or materials, Limitless Painting accepts no responsibility for product performance, coverage, compatibility, or finish quality.
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### 8. Access to Site

The client must provide safe and reasonable access to the worksite, including:

- Access to power and water where required
- Clear work areas

- Removal of fragile or valuable items where practical
- Safe access for ladders, scaffolding, and equipment

Limitless Painting reserves the right to stop work where unsafe conditions exist.

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## 9. Health & Safety

The client acknowledges that painting works involve hazards including:

- Working at heights
- Wet paint surfaces
- Ladders and scaffolding
- Dust and fumes
- Electrical tools and equipment

All visitors, occupants, and contractors must comply with site safety instructions issued by Limitless Painting.

Limitless Painting operates under the requirements of the New Zealand Health and Safety at Work Act 2015. ([legislation.govt.nz](https://legislation.govt.nz))

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## 10. Contractors & Subcontractors

Limitless Painting may engage employees, subcontractors, or specialist contractors to undertake parts of the work.

All subcontractors engaged by Limitless Painting are required to operate in accordance with relevant New Zealand health and safety legislation and industry standards.

Limitless Painting shall not be liable for delays, damages, or losses caused by third-party contractors outside of its reasonable control.

The client agrees not to directly engage or solicit subcontractors introduced by Limitless Painting during the project without prior written approval.

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## 11. Limitation of Liability

To the maximum extent permitted by law:

- Limitless Painting shall not be liable for indirect, consequential, or incidental loss or damage.
- Liability for any claim relating to services provided shall be limited to the value of the quoted works.
- Limitless Painting is not responsible for damage caused by hidden defects, water ingress, building movement, mould, pre-existing deterioration, or structural failures.

The client must notify Limitless Painting of any concerns within a reasonable timeframe after completion.

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## 12. Delays & Weather

Estimated completion dates are approximate only.

Limitless Painting shall not be liable for delays caused by:

- Weather conditions
  - Material shortages
  - Restricted site access
  - Variations
  - Unsafe conditions
  - Events beyond reasonable control
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## 13. Cancellation

If the client cancels works after acceptance of the quote:

- The 30% deposit may be retained to cover administration, scheduling, and material costs.
  - Any materials purchased specifically for the project may be charged to the client.
  - Work completed up to the cancellation date must be paid in full.
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## 14. Defects Liability

The client must notify Limitless Painting of any alleged defects within 7 days of completion.

Limitless Painting will be provided reasonable opportunity to inspect and rectify legitimate workmanship defects.

This does not cover:

- Fair wear and tear
  - Damage caused by others
  - Structural movement
  - Moisture or water damage
  - Failure of previously coated surfaces
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## **15. Force Majeure**

Limitless Painting shall not be liable for failure or delay in performing obligations due to circumstances beyond reasonable control including natural disasters, supply shortages, government restrictions, illness, accidents, or extreme weather events.

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## **16. Disputes**

Any disputes arising shall first be addressed through good faith negotiation between both parties.

Where resolution cannot be achieved, disputes may be referred to mediation or the New Zealand Disputes Tribunal where appropriate.

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## **17. Consumer Guarantees Act**

Where services are supplied for business purposes, the parties agree that the provisions of the Consumer Guarantees Act 1993 shall not apply to the extent permitted by law.

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## **18. Acceptance**

Acceptance of a quotation issued by Limitless Painting confirms the client has read, understood, and agreed to these Terms & Conditions.

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### **LIMITLESS PAINTING**

Taumarunui, New Zealand

Director: Jesse Davies