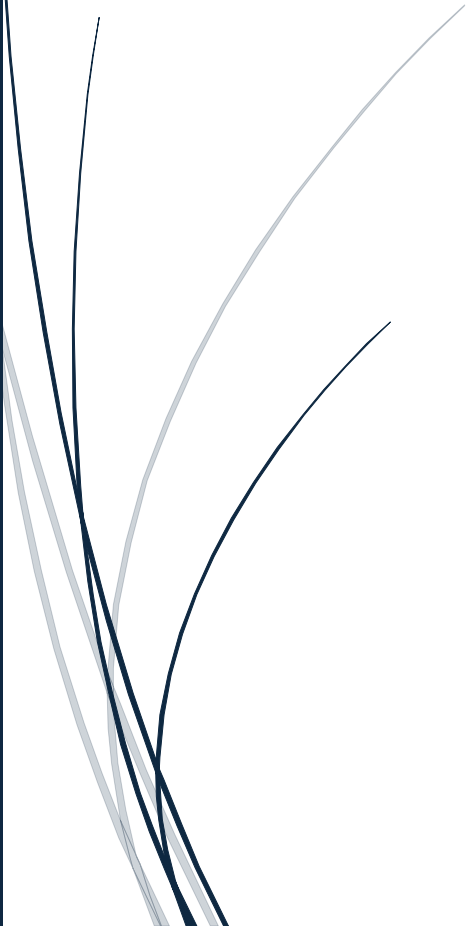


04/09/2026

TERMS AND CONDITIONS

COMMERCIAL & INDUSTRIAL PAINTING



A TIDY PAINTING SERVICES

COMMERCIAL & INDUSTRIAL PAINTING

TERMS AND CONDITIONS OF TRADE

Business Name: A Tidy Painting Services

ABN: 44609285225

ACN: 609285225

NSW Contractor Licence No.: 314911C

Business Address: 26 Ivan Street, GRESPANES NSW 2145

Email: info@tidypainting.com.au

Telephone: 0298637624

Document Version: 1.0

Effective Date: 04/09/2026

1. Application of these Terms and Conditions

1.1 These Terms and Conditions apply to all quotations, proposals, estimates, work orders, purchase orders, contracts and agreements under which A Tidy Painting Services (“Contractor”, “we”, “us” or “our”) provides commercial, industrial, protective or associated painting services.

1.2 The person or entity engaging A Tidy Painting Services is referred to as the “**Client**”, “you” or “your”.

1.3 These Terms and Conditions, together with the accepted quotation, scope of works, specifications, drawings, schedules, variations and other documents expressly incorporated into the quotation, form the agreement between A Tidy Painting Services and Client (“Contract”).

1.4 If there is any inconsistency between documents forming the Contract, the following order of priority applies unless otherwise agreed in writing:

- a. signed special conditions or project-specific agreement;
- b. accepted quotation;
- c. approved scope of works and specifications;
- d. approved variations;
- e. these Terms and Conditions; and
- f. other documents incorporated by reference.

1.5 Any terms contained in a Client Purchase Order or other document that are inconsistent with this Contract do not apply unless expressly accepted by A Tidy Painting Services in writing.

2. Scope of Services

2.1 A Tidy Painting Services may provide services including:

- surface preparation;
- pressure cleaning;
- mechanical preparation;
- scraping;
- sanding;
- grinding;
- abrasive blasting;
- water blasting;
- spray painting;
- brush and roller application;
- protective coatings;
- corrosion protection;
- industrial coatings;
- commercial building painting;
- structural steel coating;
- maintenance painting;
- concrete coatings;
- floor coatings;
- roof coatings;
- line marking;
- remedial painting;
- access-related painting;
- preparation and application of specified coating systems; and
- other services specified in the quotation.

2.2 A Tidy Painting Services will perform only the work expressly included in the accepted quotation.

2.3 Unless specifically included, the quotation does not include architectural, engineering, structural, electrical, plumbing, asbestos removal, hazardous-material removal, demolition, major substrate repairs, scaffolding, traffic management, engineering certification or other specialist services.

2.4 Any assumptions, exclusions and qualifications contained in the quotation form part of the Contract.

3. Quotation and Acceptance

3.1 Quotations are valid for the period stated in the quotation.

3.2 If no validity period is stated, the quotation remains open for acceptance for 90 days.

3.3 A quotation may be withdrawn or revised before acceptance if circumstances outside A Tidy Painting Services' reasonable control materially affect the cost or availability of labour, materials, equipment or services.

3.4 The Contract commences when the Client:

- a. accepts the quotation in writing or electronically;
 - b. issues a purchase order;
 - c. instructs the Contractor to commence work; or
 - d. otherwise engages A Tidy Painting Services to perform the work.
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4. Pricing

4.1 Prices are based on the information available to A Tidy Painting Services at the time of quotation.

4.2 Unless expressly stated otherwise, prices are exclusive of GST.

4.3 GST will be charged where applicable under the **Tax System (Goods and Services Tax) Act 1999**.

4.4 The Client is responsible for costs arising from conditions that could not reasonably have been identified before commencement, including concealed defects, unsuitable substrates, contamination, hazardous materials, excessive corrosion, unexpected access restrictions and changes to site conditions.

5. Site Conditions

5.1 The Client must provide A Tidy Painting Services with reasonable access to the work area.

5.2 The Client must ensure that the site is reasonably suitable and safe for the proposed work.

5.3 The Client must disclose to A Tidy Painting Services any known:

- asbestos;
- lead paint;
- hazardous chemicals;
- contaminated materials;
- dangerous goods;
- biological hazards;
- electrical hazards;
- structural defects;
- unstable surfaces;

- confined spaces;
- underground services;
- overhead services;
- environmental restrictions; and
- other hazards relevant to the work.

5.4 If an unforeseen hazard or unsafe condition is identified, A Tidy Painting Services may stop or suspend work until the hazard has been appropriately controlled.

5.5 Any resulting delay or additional cost may be treated as a variation.

6. Surface Preparation and Existing Conditions

6.1 Painting and coating performance depends substantially on the condition and preparation of the substrate.

6.2 Unless specifically included, A Tidy Painting Services does not warrant the structural integrity, condition or suitability of an existing substrate.

6.3 Existing defects may include:

- cracking;
- corrosion;
- delamination;
- moisture;
- rising damp;
- efflorescence;
- previous coating failure;
- contamination;
- oil or grease;
- mould;
- incompatible coatings;
- poor adhesion;
- substrate movement; and
- other defects.

6.4 A Tidy Painting Services will use reasonable professional care in preparing surfaces within the agreed scope.

6.5 Where existing conditions prevent the specified coating system from being applied properly, A Tidy Painting Services may recommend additional preparation or remedial work.

7. Paint and Coating Systems

7.1 Coating products will be selected according to the quotation, specification, manufacturer's requirements and project conditions.

7.2 Where the Client specifies a particular product, coating system or manufacturer, A Tidy Painting Services is entitled to rely on the Client's specification unless A Tidy Painting Services expressly agrees otherwise.

7.3 Colour matching may be subject to reasonable variations arising from lighting, substrate, application method, batch differences and existing colours.

7.4 Product warranties are subject to the manufacturer's terms and conditions.

7.5 A Tidy Painting Services does not guarantee a particular service life for a coating where performance depends on environmental conditions, substrate condition, maintenance or factors outside our control.

7.6 A Tidy Painting Services offers a 7-year warranty on previously painted surfaces, a 1-year warranty on stains, a 10-year warranty for new projects(non-painted surfaces) and a 5-year warranty for floor painting, subject to limitations.

8. Client Responsibilities

The Client must:

- a. provide safe and reasonable access to the site;
 - b. provide accurate site information;
 - c. identify known hazards;
 - d. obtain approvals that are the Client's responsibility;
 - e. provide access to water, electricity or other services where agreed;
 - f. remove or protect valuable, fragile or sensitive items unless otherwise agreed;
 - g. provide access to relevant areas at agreed times;
 - h. ensure other contractors do not interfere with A Tidy Painting Services' work; and promptly notify us of any issue affecting the work.
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9. Access, Scaffolding and Equipment

9.1 Unless expressly included, scaffolding, elevated work platforms, cranes, traffic control, hoists and specialised access equipment are excluded.

9.2 Where such equipment is required, the cost may be charged separately or included as a variation.

9.3 A Tidy Painting Services may engage suitably qualified subcontractors or hire companies to provide access equipment or specialist services.

10. Variations

10.1 Any change to the scope, specification, quantities, materials, access requirements, preparation requirements or site conditions may constitute a variation.

10.2 Variations should be agreed in writing before the additional work commences wherever reasonably practicable.

10.3 A variation may be required where:

- additional preparation is required;
- additional coats are required;
- the substrate differs from the quotation assumptions;
- hazardous materials are discovered;
- access arrangements change;
- work is added or deleted;
- materials or colours are changed;
- site access is delayed;
- other contractors interfere with the work;
- weather causes additional work or delays;
- the Client changes instructions; or
- government or site requirements change.

10.4 Where urgent work is reasonably necessary to protect people, property or the work itself, A Tidy Painting Services may undertake the necessary work and notify the Client as soon as reasonably practicable.

11. Site Delays

11.1 A Tidy Painting Services is not responsible for delays caused by matters outside its reasonable control.

11.2 These may include:

- adverse weather;
- rain;
- excessive humidity;
- temperature conditions;
- wind;
- site closure;
- restricted access;

- industrial action;
- supply shortages;
- product shortages;
- transport delays;
- government restrictions;
- safety issues;
- other contractors;
- Client delays; or
- unforeseen site conditions.

11.3 Additional costs arising from Client-caused delays may be charged to the Client.

12. Weather and Environmental Conditions

12.1 Painting and coating work may depend on temperature, humidity, dew point, wind, rain and other environmental conditions.

12.2 A Tidy Painting Services may postpone work where environmental conditions could compromise the safety, quality or performance of the coating system.

12.3 Such postponement does not constitute a breach of Contract where A Tidy Painting Services is acting reasonably and in accordance with product specifications and safe work requirements.

13. Hazardous Chemicals

13.1 A Tidy Painting Services will manage hazardous chemicals in accordance with applicable WHS legislation and manufacturer requirements.

13.2 Where hazardous chemicals are used, A Tidy Painting Services will maintain appropriate procedures concerning:

- identification;
- labelling;
- Safety Data Sheets (SDS);
- storage;
- handling;
- PPE;
- exposure control;
- emergency procedures;
- disposal; and
- worker information and training.

NSW's current WHS Regulation contains specific requirements for hazardous chemicals, including SDS, registers, labelling and risk management.

13.3 A Tidy Painting Services may refuse to use a product where its use would create an unacceptable safety, environmental or regulatory risk.

14. Lead Paint and Hazardous Existing Coatings

14.1 Where existing paint or coatings are suspected or identified as containing lead or another hazardous substance, A Tidy Painting Services may require appropriate testing, assessment and control measures before work commences.

14.2 Lead-related work may require specific risk controls, containment, PPE, hygiene procedures, health monitoring and waste management.

14.3 Abrasive blasting, sanding or other preparation of lead-based coatings will be undertaken only where appropriate controls are in place.

Australian WHS guidance specifically identifies grinding, sanding, abrasive blasting and treatment of surfaces coated with lead-based paint as lead processes requiring risk assessment and appropriate controls.

14.4 Any additional costs associated with hazardous coatings are excluded unless specifically included in the quotation.

15. Spray Painting and Abrasive Blasting

15.1 Spray painting and abrasive blasting will be undertaken using appropriate equipment, controls and procedures.

15.2 A Tidy Painting Services may establish exclusion zones and restrict access to areas affected by overspray, dust, fumes, noise or other hazards.

15.3 A Tidy Painting Services will take reasonably practicable measures to prevent exposure of workers, visitors and other persons to relevant hazards.

Safe Work Australia's guidance specifically addresses spray painting, powder coating, hazardous chemicals and associated WHS controls.

16. Asbestos and Other Hazardous Materials

16.1 A Tidy Painting Services does not undertake asbestos removal unless separately licensed and contracted to do so.

16.2 If asbestos or suspected asbestos-containing material is identified, A Tidy Painting Services may immediately stop affected work.

16.3 The Client will be responsible for arranging assessment, testing, removal or management by appropriately licensed persons where required.

16.4 Any resulting delay or additional cost will be treated as a variation where applicable.

17. WHS

17.1 A Tidy Painting Services will comply with applicable work health and safety legislation.

17.2 A Tidy Painting Services will take reasonably practicable steps to protect workers and other persons who may be affected by its work.

17.3 Workers and subcontractors may be required to hold appropriate qualifications, competencies, licences, inductions and training.

17.4 Where required, A Tidy Painting Services will provide appropriate PPE and implement safe work procedures.

17.5 The Client must comply with its own WHS duties and must not require the Contractor to perform work in an unsafe manner.

17.6 Where the work is undertaken in NSW, A Tidy Painting Services will comply with the **Work Health and Safety Act 2011 (NSW)** and applicable provisions of the **Work Health and Safety Regulation 2025 (NSW)**.

18. Site Inductions and Client Requirements

18.1 A Tidy Painting Services and its workers may be required to complete reasonable site inductions.

18.2 Client-specific procedures must be provided to A Tidy Painting Services before work commences where compliance with those procedures affects the scope, price or timing.

18.3 Excessive or additional site requirements that were not disclosed at quotation stage may constitute a variation.

19. Industrial and Commercial Site Compliance

19.1 Where required by the project, A Tidy Painting Services may comply with:

- site-specific safety plans;
- SWMS;
- permits;
- isolation procedures;
- access control;
- environmental management plans;
- quality assurance requirements;
- inspection and testing plans;
- client induction requirements; and
- project specifications.

19.2 The Client must provide these requirements sufficiently before work begins.

20. Environmental Protection and Waste

20.1 A Tidy Painting Services will take reasonable steps to minimise environmental impacts arising from its work.

20.2 Paint, solvents, contaminated materials, containers, blasting media and other waste will be handled in accordance with applicable requirements.

20.3 Hazardous or regulated waste will not be disposed of in ordinary waste streams where prohibited.

20.4 Additional waste disposal, testing or environmental-management costs arising from hazardous or contaminated materials may be charged to the Client where they were not included in the quotation.

20.5 A Tidy Painting Services may refuse to dispose of materials where the Client has not provided sufficient information regarding their composition or classification.

21. Quality of Work

21.1 A Tidy Painting Services will perform the contracted work with reasonable care and skill.

21.2 Work will generally be performed in accordance with:

- the accepted quotation;
- agreed specifications;
- manufacturer's instructions;
- applicable Australian Standards where expressly specified or legally applicable; and
- reasonable industry practice.

21.3 Where a project specification imposes a higher standard than normal industry practice, that specification must be identified in the Contract.

22. Inspection and Acceptance

22.1 The Client should inspect completed work within a reasonable time.

22.2 Any alleged defect must be notified to A Tidy Painting Services in writing, identifying the location and nature of the alleged defect, on the completion day.

22.3 A Tidy Painting Services must be given a reasonable opportunity to inspect and rectify any valid defect before another contractor is engaged to perform rectification.

22.4 The Client must not remove, modify or interfere with the affected work before A Tidy Painting Services has had a reasonable opportunity to inspect it, except where immediate action is reasonably necessary to protect people or property.

23. Defects and Rectification

23.1 Where a defect is established to have resulted from A Tidy Painting Services' workmanship, A Tidy Painting Services will, where appropriate, rectify the defective work within a reasonable period.

23.2 Rectification does not include deterioration caused by:

- structural movement;
- water penetration;
- substrate failure;
- chemical contamination;
- impact;

- misuse;
 - vandalism;
 - inadequate maintenance;
 - environmental conditions;
 - third-party work;
 - Client-specified products;
 - Client-specified methods; or
 - causes outside A Tidy Painting Services' reasonable control.
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24. Manufacturer Warranties

24.1 Where products carry a manufacturer's warranty, A Tidy Painting Services will pass on the benefit of that warranty to the extent permitted by the manufacturer.

24.2 Manufacturer warranties remain subject to their own conditions.

24.3 A Tidy Painting Services does not provide a manufacturer's warranty unless expressly stated in writing.

25. Australian Consumer Law

25.1 Nothing in these Terms and Conditions excludes, restricts or modifies any right, remedy, guarantee or warranty that cannot lawfully be excluded under the **Competition and Consumer Act 2010 (Cth)** and the **Australian Consumer Law (ACL)**.

25.2 Where the ACL applies, statutory consumer guarantees apply to the extent required by law.

25.3 Any limitation of liability in these Terms is subject to the ACL and any other applicable mandatory law.

The ACL regulates misleading conduct, consumer guarantees and unfair contract terms. Standard-form contracts with eligible small businesses are also protected from unfair terms.

26. Unfair Contract Terms

26.1 The parties intend that these Terms operate fairly and transparently.

26.2 Nothing in these Terms is intended to create an unfair contract term under applicable law.

26.3 If a court determines that a term is void or unenforceable, that term will be severed or read down to the extent permitted by law, and the remaining provisions will continue.

Australian law currently prohibits proposing, using or relying on unfair terms in certain standard-form consumer and small-business contracts. The small-business threshold includes businesses with fewer than 100 employees or annual turnover below \$10 million for contracts entered into or varied under the current regime.

27. Payment

27.1 The Client must pay invoices by the due date specified in the quotation or invoice.

27.2 Unless otherwise agreed, payment is due within **7 days** of the invoice date.

27.3 A Tidy Painting Services may issue:

- deposits;
- progress claims;
- milestone claims;
- variation invoices;
- material invoices;
- final invoices; and
- other lawful payment claims.

27.4 The Client must not withhold payment merely because another unrelated issue or dispute exists.

27.5 Any genuine, disputed amount should be identified in writing promptly.

28. Security of Payment

28.1 Where applicable, A Tidy Painting Services retains all statutory rights to payment and adjudication available under applicable construction security-of-payment legislation.

28.2 For NSW construction contracts, this may include rights under the **Building and Construction Industry Security of Payment Act 1999 (NSW)**.

28.3 Nothing in these Terms is intended to contract out of a statutory right that cannot lawfully be excluded.

NSW security-of-payment legislation provides eligible contractors with statutory rights to progress payments and adjudication procedures.

28.4 Where applicable, A Tidy Painting Services may issue payment claims in accordance with the Act.

28.5 A Tidy Painting Services will comply with applicable requirements concerning payment claims and supporting statements.

29. Late Payment

29.1 If an amount remains unpaid after its due date, A Tidy Painting Services may charge interest at **5% per annum**, calculated daily, to the extent permitted by law.

29.2 A Tidy Painting Services may recover reasonable costs associated with recovering overdue amounts where legally recoverable.

29.3 Where legally permitted, A Tidy Painting Services may suspend further work after giving appropriate notice.

30. Suspension of Work

30.1 A Tidy Painting Services may suspend work where:

- a. an invoice is overdue;
- b. the Client materially breaches the Contract;
- c. the site becomes unsafe;
- d. required access is unavailable;
- e. required information is not provided;
- f. hazardous materials are discovered; or
- g. continuation of work would breach a legal or safety requirement.

30.2 A Tidy Painting Services will provide notice where required by law or the Contract.

30.3 The Client remains responsible for reasonable additional costs caused by suspension where the suspension results from the Client's breach, delay or failure to provide required access or information.

31. Retention

31.1 Any retention amount must be expressly stated in the quotation or project contract.

31.2 No retention applies unless expressly agreed.

31.3 Where statutory retention-money requirements apply, the parties will comply with them.

32. Client Property

32.1 The Client remains responsible for valuable or sensitive property that it does not ask A Tidy Painting Services to protect or remove.

32.2 A Tidy Painting Services will take reasonable care to protect surrounding areas within the agreed scope.

32.3 The Client must identify fragile, sensitive or valuable items before work commences.

33. Damage

33.1 A Tidy Painting Services is responsible for damage caused by its negligence or failure to exercise reasonable care.

33.2 A Tidy Painting Services is not responsible for pre-existing defects, hidden conditions or deterioration unrelated to its work.

34. Insurance

34.1 A Tidy Painting Services will maintain insurance appropriate to its business and contractual obligations.

34.2 Depending on A Tidy Painting Services' circumstances, this may include:

- public liability insurance;
- workers' compensation insurance;
- motor vehicle insurance;
- plant and equipment insurance;
- contract works insurance;
- product liability insurance; and
- other insurance required by law or contract.

Australian business guidance identifies workers' compensation as generally required where employees are engaged, while public liability and other insurance requirements depend on the business and jurisdiction.

34.3 Insurance certificates may be provided to the Client upon reasonable request, subject to confidentiality and insurer requirements.

35. Employees and Subcontractors

35.1 A Tidy Painting Services may engage suitably qualified subcontractors.

35.2 A Tidy Painting Services remains responsible for the contracted scope of work subject to the terms of the Contract.

35.3 Subcontractors must comply with applicable safety, licensing and site requirements.

35.4 Employment conditions will be managed in accordance with applicable employment laws and awards.

Where applicable, commercial and construction painting work may fall within the **Building and Construction General On-site Award 2020**, which expressly includes painters and spray painters among covered classifications.

36. Licensing

36.1 A Tidy Painting Services will maintain licences required for the work it undertakes.

36.2 Where the work is performed in NSW, A Tidy Painting Services will comply with applicable NSW licensing requirements.

36.3 NSW licensing requirements for painting work depend on the nature and value of the work. In particular, residential building/trade work over \$5,000 has licensing requirements, while stand-alone internal residential painting has specific treatment under NSW legislation.

36.4 Commercial and industrial projects may also be subject to project-specific licensing, site or regulatory requirements.

37. Compliance with Laws and Standards

37.1 Each party must comply with laws applicable to its obligations under the Contract.

37.2 This may include, as applicable:

- Competition and Consumer Act 2010 (cth);
- Australian Consumer Law;
- Work Health and Safety Act 2011 (NSW);
- Work Health and Safety Regulation 2025 (NSW);
- Building and Construction Industry Security of Payment Act 1999 (NSW);

- Fair Work Act 2009 (cth);
 - applicable modern awards;
 - environmental and waste legislation;
 - dangerous goods legislation;
 - privacy legislation where applicable;
 - taxation and GST legislation;
 - applicable licensing legislation; and
 - relevant Australian Standards and project specifications.
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38. Privacy and Confidentiality

38.1 Each party must protect confidential information received from the other party.

38.2 A Tidy Painting Services may collect and use Client information for purposes including:

- quotations;
- contracts;
- invoicing;
- project management;
- communication;
- compliance;
- insurance; and
- debt recovery.

38.3 Information may be disclosed where required by law or to professional advisers, insurers, subcontractors or service providers where reasonably necessary.

39. Intellectual Property

39.1 A Tidy Painting Services retains ownership of its pre-existing intellectual property, systems, logo, templates, methodologies, photographs, documents and know-how.

39.2 Project-specific documents supplied to the Client may be used by the Client for the relevant project.

39.3 The Client must not reproduce or commercially exploit A Tidy Painting Services' proprietary materials without written permission.

40. Photographs and Project Records

40.1 A Tidy Painting Services may take photographs of work areas for quality control, safety, documentation and record-keeping.

40.2 Photographs containing confidential information or identifying persons will not be publicly published without appropriate permission.

40.3 Where permitted by the Contract and applicable law, A Tidy Painting Services may use photographs of completed work for portfolio and marketing purposes.

41. Force Majeure

41.1 A Tidy Painting Services is not liable for delay or failure caused by events beyond its reasonable control.

41.2 These may include:

- natural disasters;
- extreme weather;
- fire;
- flood;
- epidemic or pandemic;
- government action;
- war;
- civil disturbance;
- supply-chain disruption;
- industrial action;
- transport disruption;
- major equipment failure; or
- other extraordinary events.

41.3 A Tidy Painting Services will notify the Client as reasonably practicable.

42. Termination

42.1 Either party may terminate the Contract for a material breach if the breach is not remedied within a reasonable period after written notice, subject to any mandatory legal requirements.

42.2 A Tidy Painting Services may terminate or suspend work immediately where continuation would create a serious safety risk or require unlawful conduct.

42.3 On termination, the Client must pay for:

- completed work;

- approved variations;
 - materials purchased;
 - committed supplier costs;
 - reasonable demobilisation costs; and
 - other amounts properly payable under the Contract.
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43. Dispute Resolution

43.1 The parties should first attempt to resolve disputes through good-faith discussion.

43.2 A party raising a dispute should provide written details of:

- the issue;
- relevant Contract provisions;
- amount disputed, if applicable; and
- proposed resolution.

43.3 The parties may agree to mediation before commencing court proceedings, except where urgent legal relief or statutory payment adjudication is available.

43.4 Nothing in this clause prevents a party from exercising a statutory right under applicable security-of-payment legislation.

44. Governing Law

44.1 Unless otherwise stated in the quotation, this Contract is governed by the laws of **New South Wales, Australia**.

44.2 The parties submit to the jurisdiction of the courts and tribunals of New South Wales, subject to any applicable statutory dispute-resolution process.

45. Severability

45.1 If any provision of these Terms is found to be invalid or unenforceable, that provision will be read down or severed to the extent necessary, and the remaining provisions will continue to operate.

46. Entire Agreement

46.1 The Contract constitutes the agreement between the parties concerning the services.

46.2 Any amendment must be agreed in writing, except where the law permits otherwise.

47. No Waiver

47.1 A failure or delay by either party to enforce a right does not constitute a waiver of that right.

48. Notices

48.1 Notices may be provided by:

- email;
- hand delivery;
- post; or
- another method expressly agreed by the parties.

48.2 Notices sent by email will be treated as received when transmission is recorded as successful, unless the sender receives an automated failure notification.

49. Client Acceptance

By accepting the quotation, issuing a purchase order, instructing A Tidy Painting Services to commence work, or otherwise engaging A Tidy Painting Services, the Client acknowledges that it has had a reasonable opportunity to review these Terms and agrees to be bound by them.
