

# Terms and Conditions

## Skilled Works

*Last updated: 16 December 2025*

Thank you for choosing Skilled Works. These Terms and Conditions (“Terms”) outline our working relationship clearly, openly, and respectfully.

## 1. Introduction

Skilled Works, operated by Roman Stachurski, provides specialist services focused primarily on the professional handling, installation, and display of artworks. Roman Stachurski aims for exceptional quality and client satisfaction at all times.

## 2. Definitions

- **“Client,” “You,” or “Your”** refers to the individual, organisation, or entity engaging Skilled Works.
- **“Roman Stachurski,” “Service Provider,” “We,” or “Our”** refers to Skilled Works.
- **“Services” or “Work”** refers to the agreed-upon tasks undertaken by Skilled Works.
- **“Estimate”** refers to the approximate cost and time communicated to you prior to commencing Services.
- **“Materials”** refers to any products purchased specifically to complete the Work.

## 3. Scope of Services

Services provided by Skilled Works include, but are not limited to:

- Art hanging and installation
- Transport and careful handling of artwork
- Custom packaging for storage or transport
- Guidance on framing and artwork installation

Any specific services requested will be agreed upon before commencement.

## **4. Estimates, Fees, and Payments**

- Skilled Works typically operates on an hourly rate clearly communicated before commencement.
- A detailed Estimate will be provided prior to beginning work, outlining expected hours and materials.
- Should costs or completion times vary significantly, these will be communicated openly, honestly, and clearly renegotiated.
- A call-out fee may apply if travel and consultation occur without subsequent agreement to perform work.
- Payment terms and methods will be stated clearly on your invoice. Prompt payment upon job completion is appreciated.

## **5. Insurance and Liability**

- Skilled Works maintains current Public Liability and relevant insurance coverage for all services.
- You must provide a safe and hazard-free environment for Roman Stachurski to perform his work.
- While utmost care is always exercised, Skilled Works' liability is limited according to applicable Australian Consumer Law.

## **6. Client's Obligations**

You agree to:

- Provide safe and clear access to work areas.
- Be available as arranged and promptly communicate any changes.
- Discuss and clearly outline your requirements for each project.

## **7. Roman Stachurski's Obligations**

Roman Stachurski agrees to:

- Perform all services professionally, artistically, and to the highest standard.
- Use personal, specialised tools and procure necessary materials for completing your work.
- Maintain clear, transparent communication, especially regarding any potential variations in time or cost.
- Provide honest advice on the best method to handle and display your artworks, even if this involves advising against certain actions that may negatively impact the outcome.

## 8. Changes and Variations

- Significant changes to agreed tasks, materials, or completion times must be clearly communicated, mutually approved, and documented by both parties.

## 9. Cancellations and Rescheduling

- Please provide reasonable notice if rescheduling or cancelling.
- Frequent or short-notice cancellations may incur a fee to cover incurred costs or lost opportunities.

## 10. Intellectual Property and Photography

- Skilled Works may respectfully photograph completed installations solely for showcasing professional portfolio examples, unless you expressly request otherwise.

## 11. Confidentiality

- Any personal or sensitive information disclosed during our interactions remains strictly confidential and will not be shared without your consent.

## 12. Warranty and Guarantee

- Skilled Works stands by the quality of work performed. Should any concerns arise, please communicate promptly for a fair resolution.

## 13. Dispute Resolution

- Should a dispute arise, both parties agree to discuss openly and amicably first, aiming for a mutually satisfying outcome.
- If unresolved, mediation aligned with Australian legal practices may be sought.

## 14. Legal and Regulatory Compliance

- All services provided by Skilled Works comply fully with Australian Consumer Law and applicable Workplace Health and Safety (WHS) regulations.

## 15. Force Majeure

- Neither party will be held liable for delays or inability to perform services due to unforeseeable events beyond reasonable control (e.g., natural disasters, pandemics, etc.).

## 16. General Provisions

- **Severability:** If any clause is unenforceable, the remainder of this agreement still remains valid.
- **Entire Agreement:** These Terms represent the complete understanding unless otherwise specified explicitly and agreed upon in writing by both parties.

# Acceptance of Terms

- By engaging Skilled Works, you confirm acceptance of these Terms. Written acceptance via email or formal acknowledgement will suffice for smaller projects.
- For large-scale projects, quotations or estimates require formal signature by both parties.

## Email Acceptance for Smaller Projects:

*"I confirm acceptance of Skilled Works' Terms and Conditions provided on [insert date] for the agreed work. (Please reply to this email confirming your acceptance.)"*

## Formal Acceptance for Larger Projects:

Client Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Skilled Works (Roman Stachurski): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_