PaintBusters Australia

FREE MINI GUIDE

CONTRACTS, INSURANCE & BUSINESS PROTECTION

Protect Your Work.
Protect Your Business.



01 | The contract is part of the job

A profitable painting job can become a financial disaster when the parties disagree about the scope, price, access, changes or payment. Good workmanship alone will not resolve a poorly documented agreement.

Start with the right question

Before you start, ask: What exactly have we agreed to, who is responsible for what, and how will we prove it later? A written quotation and acceptance may help establish an agreement, but the law may require a particular form of contract, notices or prescribed terms.

Match the paperwork to the work

- Small residential repaint: a clear scope, exclusions, price, dates and written acceptance; check whether a prescribed contract is required.
- New build or major renovation: review the builder’s head contract, subcontract conditions, payment provisions and variations before accepting.
- Commercial and strata work: identify who has authority to instruct work, approve variations and authorise payment.

> **PBA principle: A signed piece of paper is useful evidence, but a signature alone does not make every clause legal or enforceable.**

Government guidance supports using written contracts rather than relying on verbal agreements. Requirements vary across Australia and internationally [1, 2].

02 | Build an audit trail

Avoid the “he said, she said” argument. Keep a simple, organised record from the first enquiry to the final payment.

The minimum job file

- The original enquiry, plans, photographs and site notes.
- The quotation, scope, inclusions, exclusions and any agreed assumptions.
- The customer’s written acceptance, and evidence of who approved it.
- Dated instructions, approved variations, site access changes and delays.
- Progress photographs, invoices, payment records and completion correspondence.

Use your own terms? Understand the limitation

Your own written terms and conditions may provide evidence of what the parties intended. They may or may not be legally enforceable, depending on the wording, how they were accepted, the type of work and the law that applies. Some jurisdictions require particular contract documents. Have your terms reviewed by a construction lawyer before relying on them.

A practical habit

After a verbal conversation, send a short confirmation: “Further to our discussion today, we understand you have requested [change]. The cost and timing are [details]. Please confirm approval in writing before we proceed.”

> **If it matters enough to discuss, it matters enough to document.**

03 | Read the terms before you sign

A contract should explain the work and the commercial risks in plain language. Do not assume the other party’s standard terms are balanced.

Check these clauses

- Scope: surfaces, preparation, coating systems, colours, quantities and exclusions.
- Price: GST treatment, provisional items, price adjustments and who supplies access equipment.
- Payment: milestones, due dates, retentions, disputed invoices and late-payment processes.
- Variations: who can approve them, how price/time changes are recorded and when approval is needed.
- Delay and termination: access, other trades, weather, suspension, cancellation and associated costs.
- Risk: damage, warranties, defects, indemnities, insurance requirements and dispute pathways.

Watch for unfair or one-sided terms

Be cautious about unlimited liability, broad indemnities, open-ended back-charges, unilateral changes or payment dependent on events outside your control. The law on unfair contract terms and security of payment may affect some clauses; get professional review where the exposure is significant.

> **Never sign a large or unfamiliar contract simply because you want the job. Ask questions first.**

04 | Protect payment and variations

Cash flow is the lifeblood of a painting business. A job is not truly profitable until the business is paid and its obligations are met.

Before the first brushstroke

- Check the customer or builder’s identity, payment history and authority to engage you.
- Agree a payment schedule appropriate to the work and applicable law.
- Confirm the deposit and progress-claim rules in your state or territory; never assume the same rules apply everywhere.
- Price and document variations before doing extra work, subject to any lawful emergency or contract requirements.

If payment is late

Check the contract, send a clear invoice and follow up promptly. Keep records of discussions and any agreed payment plan. If payment remains outstanding, obtain timely advice on security-of-payment procedures, adjudication, court or tribunal claims. Strict notice and claim deadlines may apply. Do not suspend work or terminate a contract without checking your rights.

Real-world example

A client asks for additional doors and frames halfway through a repaint. The painter completes them after a verbal “go ahead”. At final payment the client denies the extra charge. A written, priced variation accepted beforehand would have reduced the dispute.

Price it. Confirm it. Record it. Claim it correctly.

05 | Buy insurance that fits the risk

Protect both the painting business and the people who depend on its owner. Cover should fit the risk, not simply offer the lowest premium.

Policies worth discussing

- Public liability: third-party injury and property damage, subject to the policy wording.
- Workers compensation: requirements depend on employment arrangements and jurisdiction.
- Vehicles, tools and equipment: consider theft, damage, storage, transit and use restrictions.
- Personal accident and sickness / income protection: different options if illness or injury prevents the owner working; check waiting periods and benefit limits.
- Professional indemnity: may be relevant where you provide professional inspections, specifications or consultancy.
- Life, TPD and trauma cover: consider the financial impact of death, permanent disability or serious illness on family and dependants.

Also consider business continuity

Cyber cover, business expenses or key-person protection may be relevant to some businesses. Ask whether subcontractors and high-risk activities are covered. Compare exclusions, excesses, limits, waiting periods and claims conditions.

> **Business insurance and personal protection are different. Seek an appropriately licensed professional, obtain the relevant policy documents and check exclusions before buying [3].**

06 | Cyber risks and trustworthy guidance

A painter with email, online banking, cloud files and electronic invoices already has cyber exposure. Insurance may help, but basic prevention comes first.

Four actions you can take today

- Enable multi-factor authentication for email, banking and cloud systems.
- Keep software updated and back up important business records; test recovery.
- Verify changed bank details by calling a known number, never the number in a suspicious email.
- Limit staff access to what they need and teach everyone to recognise invoice scams.

Is cyber insurance necessary?

Not every contractor needs the same policy. Assess the potential financial loss, the information you hold, existing cover, exclusions and the cost of a cyber incident. Ask a suitably authorised insurance professional to explain the options [3, 4].

Who is selling, and who is advising?

Ask whether the person represents you or the insurer, which providers they compare, how they are paid, what qualifications and authorisations they hold, and what they have not assessed. A good reputation does not guarantee that a particular policy is suitable.

The right questions are often more valuable than a persuasive sales presentation.

07 | Where to find legitimate documents

At the time of publication (October 2026), official government resources across Australia provide building-contract information, and many provide downloadable contract or dispute documents.

Start with the relevant authority

- Before signing: check your state or territory building regulator and consumer protection authority for contract requirements and free templates.
- If unpaid: check the construction security-of-payment authority and seek advice promptly about notices and deadlines.
- If there is a dispute: check the relevant court or tribunal for application forms, filing fees and dispute procedures.

Official starting points

Queensland: QBCC. NSW: Building Commission NSW. Victoria: Consumer Affairs Victoria. WA: Building and Energy / WA Government. SA: Consumer and Business Services. Tasmania: CBOS. ACT: Access Canberra / ACT planning authorities. NT: NT Government building services. Courts and tribunals publish separate dispute forms.

Overseas readers

Consult your local building, consumer protection, insurance and court authorities. A document valid in one jurisdiction may be unsuitable in another. Requirements and official links can change.

> **PBA points you towards legitimate sources; the contractor must verify the rules that apply to the actual job [1, 2, 5, 6].**

08 | Your 10-minute protection check

Use this checklist before accepting a job or renewing insurance. It is a practical prompt, not a legal compliance certificate.

- [ ] I know who the contracting party is and who can approve instructions.
- [ ] The scope, price, exclusions, payment terms and access arrangements are written down.
- [ ] I have checked whether the law requires a prescribed contract or notices.
- [ ] I have a reliable process for approving and recording variations.
- [ ] I understand the payment claim and dispute procedures for this job.
- [ ] I have checked insurance limits, exclusions, excesses and relevant activities.
- [ ] I have asked the insurance provider about remuneration, panel limits and conflicts.
- [ ] My email, banking and important files have basic cyber safeguards.

Access business insurance through PBA

PaintBusters Australia refers members to BizCover for business insurance enquiries. BizCover handles quotations and insurance arrangements through its insurer panel; PBA does not issue policies or arrange life insurance. PBA may receive a referral commission. Compare options and check suitability with an appropriately licensed provider.

General information and sources

This guide provides general industry information, not legal, financial or insurance advice or a recommendation of any policy. Check current requirements yourself and seek appropriately qualified advice when needed. For fuller explanations and references, see the extended edition.

Sources checked October 2026: [1] business.gov.au — Prepare a contract (business.gov.au/people/contractors/prepare-a-contract); [2] QBCC — Domestic building contracts (qbcc.qld.gov.au/running-your-business/contracts/domestic-building-contracts); [3] business.gov.au — Types of business insurance (business.gov.au/risk-management/insurance/types-of-business-insurance); [4] Australian Cyber Security Centre — Small business cyber security handbook (cyber.gov.au); [5] Building Commission NSW — Home building contracts to download (nsw.gov.au); [6] WA Government — Small Construction Work Contract (wa.gov.au).

Important Disclaimer

This guide provides general industry information only. It is not legal, financial or insurance advice and does not recommend any particular insurance policy or product.

Contract, licensing, payment, insurance and dispute requirements vary by state, territory, jurisdiction, contract type and circumstances. Laws, regulator guidance and insurance products may change. Check the current rules applying to your work and seek advice from appropriately qualified and licensed professionals before acting.

Insurance cover depends on the insurer, policy wording, limits, exclusions, excesses, eligibility and claims conditions. Always review the relevant policy documents and confirm suitability with an appropriately licensed insurance professional.

Referral Disclosure

PaintBusters Australia may refer members to BizCover for business insurance enquiries and may receive a referral commission. BizCover handles quotations and insurance arrangements through its insurer panel. PaintBusters Australia does not issue insurance policies or arrange life insurance. Compare your options independently.

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