Terms and Conditions of Business

Caprani Limited
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Applicable to

These Terms & Conditions apply to all quotations, estimates, goods, services and Works carried out by Caprani Limited, unless otherwise agreed in writing.

By requesting a quotation, booking an appointment, instructing the Company to carry out the Works, accepting a Quotation, paying a deposit or invoice, or permitting the Company to commence the Works, the Client confirms that they have read, understood and agree to be bound by these Terms & Conditions.

Contents

1. Definitions 3
2. Booking and Acceptance of Terms 3
3. Quotations and Estimates 4
4. Deposits, Invoicing and Payment Terms 4
5. Payment Disputes and Minor Defects 5
6. Payment Methods 5
7. Cash Payments 6
8. Card Payments and Chargebacks 6
9. Labour Charges 6
10. Travel Time and Mileage 7
11. Parking and Access Costs 7
12. Investigation and Diagnostic Works 8
13. Emergency Call-Out Services 8
14. Cancellations, Missed Appointments and Failed Access 9
15. Client Suspension or Termination of Works 10
16. Consumer Cancellation Rights (Cooling-Off Period) 10
17. Client Responsibilities and Site Conditions 10
18. Waste Removal and Site Cleanliness 11
19. Scrap Materials and Decommissioned Equipment 12
20. Heating System Condition Disclaimer 12
21. Heating System Contamination and Circulation Disclaimer 12
22. System Water Quality and Inhibitor Treatment 13
23. Safety, Compliance and Industry Regulations 13
24. Client-Supplied Materials and Equipment 14
25. Third-Party Works and Contractors 14
26. Workmanship Warranty 15
27. Limitation of Liability 16
28. Force Majeure (Events Beyond Our Control) 17
29. Title of Goods 17
30. Complaints Procedure 18
31. Data Protection and Privacy 19
32. General Legal Provisions 20

1. Definitions

"Company" means Caprani Limited.
"Client" means any individual, company, landlord, tenant, managing agent, organisation or other person instructing the Company to carry out the Works.
"Works" means all plumbing, heating, gas, oil, LPG, air conditioning, renewable energy, drainage, electrical, commercial and mechanical services, including but not limited to installation, repair, servicing, maintenance, investigation, testing, commissioning, certification and any associated works carried out by the Company.
"Goods" means all materials, appliances, equipment, fixtures, fittings, components and other items supplied by the Company in connection with the Works.
"Quotation" means any written quotation, estimate or proposal issued by the Company for specific Works.
"Practical Completion" means the stage at which the Works are substantially complete and capable of being used for their intended purpose, notwithstanding the existence of minor defects or snagging items that do not materially affect their functionality, safety or intended use.

Unless the context otherwise requires, words importing the singular include the plural and vice versa, and references to one gender include all genders.

2. Booking and Acceptance of Terms

All appointments are subject to availability and confirmation.

Telephone calls may be recorded for training, quality assurance, dispute resolution, and contract verification.

Customers booking by telephone will be informed that the Company's Terms and Conditions apply.

A binding contract is formed when:
• the Client confirms a booking
• a quotation is accepted
• a deposit is paid
• works commence with the Client's consent

Acceptance of a quotation does not guarantee a specific start date until the required deposit has been received and scheduling confirmed by the Company.

The Company reserves the right to reallocate provisional work dates where deposits are not received within the required timeframe.

The Company reserves the right to refuse or decline any booking at its sole discretion.

Acceptance and Availability of Terms
These Terms and Conditions are made available to Clients via the Company's website, quotations, invoices, email correspondence, or upon request.

By requesting services, confirming an appointment, accepting a quotation, paying a deposit, or

permitting works to commence, the Client confirms that they have been given the opportunity to review these Terms and agree to be bound by them.

Failure by the Client to read the Terms and Conditions shall not affect their validity or enforceability.

3. Quotations and Estimates

Written quotations are valid for 14 days unless otherwise stated.

Quotations are based on visible site conditions and information available at the time of inspection.

The Company reserves the right to revise pricing where:
• hidden defects are discovered
• site conditions differ materially from those expected
• supplier costs increase after the quotation validity period

Major works including boiler installations, heating upgrades, bathroom installations, or conversions require a quotation visit prior to pricing.

Any variations or additional works requested by the Client after acceptance of the quotation may be subject to additional charges and will, where practicable, be confirmed before the additional works are undertaken.

4. Deposits, Invoicing and Payment Terms

For works exceeding £500 including VAT, the Company may require a 50% deposit upon acceptance of the quotation.

For projects exceeding £5,000, staged payments may apply:
• 50% deposit upon acceptance
• 25% midway through works (where applicable)
• 25% upon completion

Payment is due immediately upon completion unless otherwise agreed in writing.

Invoices must be paid within a maximum of seven (7) calendar days from the invoice date.

Where payment has not been received within 7 days, the Company reserves the right to apply a late payment administration fee of £50 + VAT to cover additional administrative costs associated with recovering the outstanding balance.

The Company also reserves the right to charge statutory interest and debt recovery costs in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, where applicable.

Where any invoice remains unpaid beyond the agreed payment terms, the Company reserves the right to suspend or postpone any ongoing Works, cancel or rearrange future appointments, withhold certification or documentation, decline to order materials or commence further Works, and refuse future bookings until the outstanding balance has been paid in full and cleared funds have been received.

Any delays or additional costs arising as a result of the suspension of the Works due to non-payment shall be the responsibility of the Client.

The Company reserves the right to allocate payments received against the oldest outstanding invoice unless otherwise agreed in writing.

The Company does not offer 30-day credit accounts unless expressly agreed in writing. Any previous agreement to extended payment terms shall not apply to future Works unless confirmed in writing by the Company.

5. Payment Disputes and Minor Defects

Payment of invoices must not be unreasonably withheld due to minor defects, snagging items, or outstanding works that do not materially affect the functionality, safety, or intended use of the completed works.

The Client agrees to notify Caprani Limited in writing of any minor defects or cosmetic issues within 14 days of practical completion or, where they were not reasonably apparent, within 14 days of the defect becoming apparent.

The Client shall allow Caprani Limited reasonable opportunity to inspect and rectify the issue before instructing any third party to carry out remedial works. Failure to do so may invalidate any claim for associated costs.

The presence of minor defects or snagging items does not entitle the Client to withhold payment, in whole or in part, of any invoice.

Where a legitimate defect covered by our workmanship warranty is identified, Caprani Limited will use reasonable endeavours to inspect and rectify the issue within a reasonable and mutually agreed timeframe.

Where the Client instructs a third party to carry out remedial works without first providing Caprani Limited with reasonable opportunity to inspect and rectify the issue, the Company shall not be liable for any associated costs or reimbursements unless otherwise agreed in writing.

6. Payment Methods

Accepted payment methods include:

- Bank transfer (BACS)
- Debit or credit card
- Secure online payment link (including Joblogic payment portal)
- Cash (subject to conditions below)

Payment shall not be deemed received until cleared funds have been received into the Company's nominated bank account.

The Company reserves the right to refuse or withdraw any payment method at its discretion and may require payment by bank transfer or cleared funds were deemed appropriate.

7. Cash Payments

Cash payments may be accepted at the Company's sole discretion and must be agreed in advance.

Where cash payment is approved, payment must be made in person at the Company's registered office during published opening hours or at another time agreed in writing by the Company.

Engineers and subcontractors are not authorised to accept cash payments on site under any circumstances.

The Company accepts no responsibility for cash payments that are handed to any employee or representative other than in accordance with this clause. Any unauthorised cash payment shall not be deemed to have discharged the Client's payment obligations unless acknowledged in writing by the Company.

An official Company receipt will be issued for all authorised cash payments. Clients should retain this receipt as proof of payment.

8. Card Payments and Chargebacks

Where payment is made by debit or credit card, the Client confirms that they are authorised to use the payment card and that the payment has been made with the cardholder's authority.

The Client agrees not to initiate a chargeback or payment reversal without first contacting Caprani Limited to allow reasonable opportunity to investigate and resolve any genuine dispute.

Where a chargeback or payment reversal is found to be fraudulent, unjustified or unsuccessful, the Company reserves the right to recover the outstanding balance together with any reasonable administration costs, bank charges, merchant fees, legal costs and debt recovery costs incurred, where recoverable by law.

Nothing within this clause affects the Client's statutory rights or their right to dispute a payment where they have a legitimate legal basis for doing so.

9. Labour Charges

Labour is charged in minimum increments of one hour. Following the first hour, any additional time spent on site or directly relating to the Works shall be rounded up to and charged as the next full hour.

Labour charges may include, but are not limited to, time associated with:

- installation work
- diagnostics and fault finding
- materials ordering and collection
- project administration
- compliance documentation
- certification preparation
- obtaining specialist materials or equipment

- manufacturer technical support
- commissioning and testing
- customer handovers and operational demonstrations
- disposal of waste and redundant materials (where applicable)
- liaising with clients, suppliers and third parties directly relating to the Works

Labour charges are not limited solely to physical time spent on site and may include reasonable time associated with planning, preparation, procurement, administration, compliance, testing, commissioning and certification directly relating to the Works.

Where materials, parts or specialist equipment are required to complete the Works, labour charges may include reasonable time spent sourcing, collecting and transporting such items where this is necessary for the completion of the Works.

Where additional visits are required due to parts availability, supplier lead times or works outside the Company's control, each attendance shall be subject to the applicable minimum labour charge unless otherwise agreed in writing.

Acceptance of a quotation is not required for labour charges incurred during investigations, diagnostics, emergency attendance or other instructed works already carried out.

10. Travel Time and Mileage

Travel charges may apply depending on the location of the Works. Any applicable travel charges will be confirmed to the Client before attendance or included within the quotation, where reasonably practicable.

Travel charges are calculated from the Company's registered office unless otherwise agreed in writing.

Where applicable, travel charges remain payable where attendance has taken place, regardless of whether further works proceed or the Client subsequently decides not to continue with the Works.

Where attendance has been requested by the Client, any applicable travel charges remain payable even if the reported fault cannot be replicated, no fault is found, or the Client declines the Company's recommended remedial works.

Where applicable, travel charges remain payable where attendance is prevented due to lack of access, incorrect or incomplete information provided by the Client, or the Client's failure to make the property available at the agreed appointment time.

11. Parking and Access Costs

Any parking charges, congestion charges, bridge tolls, low emission zone charges, or other reasonable access costs incurred in attending the Works will be added to the final invoice where applicable.

The Client shall ensure safe, reasonable and uninterrupted access to the property, including suitable parking where available. Where parking is unavailable or restricted, the Client remains responsible for any reasonable parking or access charges incurred by the Company.

Where parking permits, visitor permits, access codes or prior site arrangements are required, it is the Client's responsibility to ensure these are available before the agreed appointment time. Failure to do so may result in additional labour, travel or return visit charges.

12. Investigation and Diagnostic Works

Diagnostic and investigation fees cover the engineer's professional time, expertise, specialist equipment and technical knowledge used to identify faults, assess system conditions and provide recommendations based on the findings at the time of inspection.

Diagnostic findings reflect the condition of the system at the time of inspection and cannot guarantee that additional faults or defects will not become apparent during or after subsequent works.

The Company will use reasonable skill and care when carrying out diagnostic and investigation works. However, due to the nature of fault finding, diagnosis may require further investigation, dismantling, specialist testing or additional visits before the root cause can be confirmed.

Any recommendations made following diagnostic or investigation works are based on the information reasonably available at the time of inspection and do not constitute a guarantee that no other faults or defects exist within the system.

Where additional faults are discovered during the course of remedial works, the Company will, where reasonably practicable, notify the Client before undertaking any additional chargeable work.

At the Company's sole discretion, all or part of any diagnostic or investigation fee may be credited against subsequent remedial works carried out by Caprani Limited. Any such credit shall be confirmed in writing and shall not constitute a precedent for future works or Clients.

13. Emergency Call-Out Services

Emergency call-out charges include attendance and up to the first hour of labour unless otherwise stated.

Any additional labour, materials, parts, specialist equipment or further attendances required will be charged at the Company's applicable rates.

Where replacement parts are unavailable during the initial attendance, a return visit may be required and will be chargeable in accordance with the Company's standard rates.

The primary purpose of an emergency attendance is to make the installation safe, minimise further damage and, where reasonably practicable, restore the affected service.

Permanent repair may not always be possible during the initial attendance due to parts availability, system condition, safety requirements or other circumstances beyond the Company's control.

Where temporary repairs or make-safe works are carried out, these shall not be considered a permanent repair. Further works may be required and will be quoted separately where applicable.

The Company reserves the right to isolate appliances, water supplies, gas supplies or heating systems where this is considered necessary to maintain safety or prevent further damage.

Emergency attendance is provided at the Client's request. The decision to request an emergency call-out rests solely with the Client. Where an emergency attendance is requested, the applicable emergency call-out charges will remain payable regardless of whether the fault is subsequently found to be minor, non-urgent, intermittent or does not require immediate repair.

14. Cancellations, Missed Appointments and Failed Access

14.1. Standard Appointments

A minimum of 24 business hours' notice is required to cancel or rearrange a standard appointment.

Missed appointments, failed access visits or same-day cancellations where the required notice has not been provided will incur a cancellation fee of £50.00 + VAT, plus any applicable travel charges, parking charges, bridge tolls or other reasonable attendance costs incurred by the Company.

14.2. Quoted Works

Where a job has been scheduled for quoted works, a minimum of 7 working days' notice is required to cancel or rearrange the agreed start date.

Where insufficient notice is given:
- 7–5 working days notice: 20% cancellation charge
- Less than 5 working days notice: 50% cancellation charge
- Less than 48 hours' notice: up to 100% of labour value

Deposits are non-refundable if works are cancelled.

Where materials, bespoke items or non-returnable goods have already been ordered, allocated or manufactured specifically for the Client, these costs shall remain payable.
The Company reserves the right to reallocate scheduled labour where works are postponed with insufficient notice.

Where works have commenced, the Client remains responsible for payment of all labour completed, materials supplied or ordered, and any other costs reasonably incurred up to the date of cancellation.

Cancellation charges reflect the loss of reserved labour, scheduling commitments and associated administrative costs incurred by the Company.

Where a booking has been made by a managing agent, landlord or other authorised representative, cancellation charges shall remain payable by the instructing party unless otherwise agreed in writing.

Repeated cancellations, failed access visits or missed appointments may result in the Company requiring payment in advance before accepting future bookings.

15. Client Suspension or Termination of Works

Where the Client instructs the Company to suspend or terminate the Works after they have commenced, the Client remains responsible for payment of:

- labour completed to the date of suspension or termination
- materials ordered, supplied or allocated to the Works
- subcontractor, plant hire or specialist equipment costs already committed
- any other reasonable costs incurred by the Company in connection with the Works

Where works are suspended at the Client's request, the Company cannot guarantee that the same engineers or original programme of works will remain available upon recommencement.

Where works recommence following suspension, the Company reserves the right to review the quotation to reflect any increase in labour, material or supplier costs incurred during the period of suspension.

Any revised commencement or completion dates following suspension shall be subject to the Company's availability.

16. Consumer Cancellation Rights (Cooling-Off Period)

Where a contract is entered into off-premises or by means of distance communication (including telephone, email or online booking), domestic consumers may have a statutory 14-day cooling-off period under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

During this period, the Client may have the right to cancel the contract without giving any reason, subject to the provisions of the Regulations.

Where the Client requests that the Company commence the Works before the expiry of the 14-day cooling-off period, the Client expressly requests and agrees that the Works may begin immediately.

If the Client exercises their right to cancel after the Works have commenced at their request, the Client shall remain liable to pay for all labour carried out, materials supplied, and any other reasonable costs incurred up to the date of cancellation, in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Where the Works have been fully completed during the cooling-off period at the Client's express request and acknowledgment, the statutory right to cancel shall cease to apply.

This clause applies only to domestic consumers and does not affect any statutory rights available under applicable consumer legislation.

17. Client Responsibilities and Site Conditions

The Client shall provide the Company with safe, clear and uninterrupted access to the property and the agreed work area for the duration of the Works.

The Client is responsible for ensuring that water, gas, electricity and any other services required to carry out the Works are available unless otherwise agreed in writing.

The Client shall remove or adequately protect furniture, valuables, decorations, personal belongings and other items that may be affected by the Works. Unless expressly agreed, the Company shall not be responsible for moving heavy furniture or personal possessions.

The Client shall ensure that children, pets and other occupants are kept at a safe distance from the working area and do not interfere with the Works.

Where the Client is aware, or becomes aware, of any asbestos, hazardous materials, concealed services or other known site hazards, they must notify the Company before the Works commence or immediately upon becoming aware of them.

Failure by the Client to comply with these responsibilities may result in delays, additional labour charges, return visits or suspension of the Works, for which the Company shall not be held responsible.

The Company reserves the right to suspend or refuse to commence or continue the Works where the working environment is considered unsafe, unhygienic, abusive, threatening or otherwise unsuitable for employees or subcontractors. Any resulting delays, additional costs or return visits may be chargeable.

The Client shall ensure that the working area is reasonably clear and accessible before the Company's arrival. Where significant time is spent clearing the work area or gaining access due to the Client's failure to do so, additional labour charges may apply.

The Client shall ensure that all necessary permissions, consents and approvals required for the Works have been obtained before commencement unless expressly agreed that the Company will obtain them on the Client's behalf.

Where works are delayed, interrupted or rescheduled due to circumstances within the Client's control or the control of third parties acting on the Client's behalf, including restricted access, waiting for other trades, client instructions or delays caused by client-appointed suppliers, reasonable additional labour, travel or attendance charges may apply where engineers remain allocated to the project.

18. Waste Removal and Site Cleanliness

Removal of installation waste will only be included where expressly stated within the quotation.

The Company is not responsible for the removal or disposal of unrelated household waste, hazardous materials, asbestos-containing materials, contaminated waste or any items not generated directly by the agreed Works.

Where waste removal is not included within the quotation, all removed materials shall remain the responsibility of the Client unless otherwise agreed in writing.

The Company will take reasonable care to leave the immediate work area in a tidy condition upon completion of the Works. Unless specifically included within the quotation, this does not include decorative cleaning, reinstatement or the removal of dust generated as a result of the Works.

Where the Client requests to retain any removed materials or equipment, this must be agreed before disposal or removal from site. The Company reserves the right to refuse such requests where disposal is required to comply with legal, environmental or safety obligations.

Where the Client requests to retain removed materials, responsibility for their storage, transport and disposal passes to the Client immediately upon removal from the Works.

19. Scrap Materials and Decommissioned Equipment

Unless otherwise agreed in writing, all boilers, cylinders, radiators, sanitaryware, pipework, scrap metals, appliances, components and other materials removed during the Works shall remain the property of the Company.

Where the Client wishes to retain any removed materials or equipment, this must be requested before removal from site or disposal. The Company reserves the right to refuse such requests where disposal is required to comply with legal, environmental or safety obligations.

Where the Client elects to retain removed materials or equipment, responsibility for their storage, transport and disposal shall pass to the Client immediately upon removal from the Works.

The Company reserves the right to recycle or dispose of any removed materials in accordance with applicable environmental legislation and good industry practice.

20. Heating System Condition Disclaimer

Existing heating systems may contain ageing, worn or deteriorated components that are beyond their expected service life.

The Company shall not be responsible for the failure of existing pipework, radiators, valves, pumps, cylinders, controls or other components that have not been replaced as part of the agreed Works.

Draining, refilling, repressurising, flushing or otherwise working on an existing heating system may expose pre-existing faults, weaknesses or leaks that were not reasonably apparent prior to the commencement of the Works. The Company shall not be liable for such pre-existing defects.

Any repairs required to existing components that fail due to age, corrosion, wear, contamination or pre-existing defects shall be treated as additional works and may be charged separately.

21. Heating System Contamination and Circulation Disclaimer

Existing heating systems may contain sludge, corrosion deposits, scale, magnetite or other contaminants that may affect the performance, circulation and reliability of the system.

Where an existing heating system is drained, refilled, flushed, pressurised or otherwise modified, pre-existing circulation issues, blockages, leaks or component failures may become apparent that were not reasonably identifiable beforehand.

Any additional labour, repairs, replacement parts or remedial works required as a result of existing contamination, poor water quality or circulation issues shall be treated as additional works and may be charged separately.

22. System Water Quality and Inhibitor Treatment

To protect heating system performance and comply with current industry standards and manufacturer requirements, the Company may recommend chemical cleaning, power flushing, magnetic filtration, water quality testing or inhibitor treatment.

Any magnetic filter installed by the Company should be serviced and cleaned in accordance with the manufacturer's recommendations as part of the ongoing maintenance of the heating system.

Where the Client declines any recommended cleaning, flushing, water treatment or inhibitor protection, the Company shall not be responsible for any resulting reduction in system performance, circulation issues, contamination, component failure or damage caused by poor system water quality.

The Company cannot accept responsibility for any manufacturer warranty claim that is rejected due to poor system water quality, inadequate system preparation or the Client declining recommended remedial works or water treatment.

Where inhibitor has been added to a heating system by the Company, it remains the Client's responsibility to maintain the correct inhibitor concentration following any future draining, refilling, repairs or alterations carried out by third parties.

23. Safety, Compliance and Industry Regulations

Where an installation, appliance or associated pipework is found to be unsafe, the Company will classify the defect in accordance with the current Gas Safe Register Industry Unsafe Situations Procedure (GIUSP) or any successor guidance.

Where required by law or current industry guidance, including the requirements of Gas Safe Register, OFTEC, REFCOM, the Water Supply (Water Fittings) Regulations, WRAS guidance (where applicable), NICEIS or any other relevant legislation, regulatory or accreditation body, the Company reserves the right to disconnect, isolate or make safe any appliance, installation, pipework or system considered unsafe or non-compliant.

Any works required to rectify unsafe or non-compliant installations fall outside the original scope of works unless expressly included and may be quoted and charged separately.

Where the Client declines recommended remedial works relating to safety, the Company reserves the right to refuse further work on the affected installation where continuing would be unsafe or

contrary to current legislation, industry guidance or the requirements of any applicable regulatory or accreditation body.

Identification of unsafe conditions during routine servicing, maintenance or unrelated works does not form part of the original instruction and any additional investigations or remedial works may be chargeable.

24. Client-Supplied Materials and Equipment

Where the Client supplies materials, appliances or equipment, the Company accepts no responsibility for their suitability, specification, compatibility, quality, performance or fitness for purpose.

No workmanship warranty is provided in respect of faults or failures caused by client-supplied materials, appliances or equipment. Any manufacturer's warranty shall remain solely between the Client and the manufacturer or supplier.
Where installation of client-supplied products cannot be completed due to manufacturing defects, transit damage, missing components or incorrect specification, the Company reserves the right to charge for any additional attendance, labour or associated costs incurred.

The Company accepts no responsibility for delays caused by the late delivery, incorrect specification or unavailability of client-supplied materials or equipment.

Where installation of client-supplied products cannot be completed due to manufacturing defects or missing components, any additional attendance required shall be chargeable in accordance with the Company's standard rates.

25. Third-Party Works and Contractors

The Company shall not be responsible for any faults, damage, defects or system performance issues arising from works carried out, altered or interfered with by third parties after the Company's attendance or completion of the Works.

Any investigation, remedial works or return visits required as a result of third-party interference shall be treated as additional works and may be charged separately.

The Company's workmanship warranty may be void where installations have been altered, repaired or modified by persons other than Caprani Limited without the Company's prior written agreement.

Where the Company is requested to inspect, continue, complete, alter or rectify works previously carried out or commenced by others, no responsibility is accepted for the original design, workmanship, materials, compliance or performance of those works unless expressly agreed in writing.

Any defects or additional works identified during the course of completing or rectifying third-party works shall be treated as additional chargeable works unless otherwise agreed in writing.

The Client shall provide the Company with safe, clear and uninterrupted access to the property and the agreed work area for the duration of the Works.

The Client is responsible for ensuring that water, gas, electricity and any other services required to carry out the Works are available unless otherwise agreed in writing.

The Client shall remove or adequately protect furniture, valuables, decorations, personal belongings and other items that may be affected by the Works. Unless expressly agreed, the Company shall not be responsible for moving heavy furniture or personal possessions.

The Client shall ensure that children, pets and other occupants are kept at a safe distance from the working area and do not interfere with the Works.

Where the Client is aware, or becomes aware, of any asbestos, hazardous materials, concealed services or other known site hazards, they must notify the Company before the Works commence or immediately upon becoming aware of them.

Failure by the Client to comply with these responsibilities may result in delays, additional labour charges, return visits or suspension of the Works, for which the Company shall not be held responsible.

The Company reserves the right to suspend or refuse to commence or continue the Works where the working environment is considered unsafe, unhygienic, abusive, threatening or otherwise unsuitable for employees or subcontractors. Any resulting delays, additional costs or return visits may be chargeable.

The Client shall ensure that all necessary permissions, consents and approvals required for the Works have been obtained before commencement unless expressly agreed that the Company will obtain them on the Client's behalf.

Where works are delayed, interrupted or rescheduled due to circumstances within the Client's control or the control of third parties acting on the Client's behalf, including restricted access, waiting for other trades, client instructions or delays caused by client-appointed suppliers, reasonable additional labour, travel or attendance charges may apply where engineers remain allocated to the project.

26. Workmanship Warranty

Caprani Limited provides a 12-month workmanship warranty on labour carried out by the Company from the date of Practical Completion, unless otherwise stated in writing. This warranty applies only to the workmanship carried out by the Company and does not extend to manufacturer defects, normal wear and tear, accidental damage, misuse, lack of maintenance or issues arising from pre-existing defects.

Manufacturer warranties remain separate from the Company's workmanship warranty and shall be subject to the relevant manufacturer's terms and conditions.

Where a product, material, appliance or component supplied by the Company is found to be defective due to a manufacturing fault, any replacement provided under the manufacturer's or supplier's warranty shall be subject to the terms of that warranty. Unless expressly stated otherwise in writing, the Company's workmanship warranty does not automatically include labour, travel,

attendance or other associated costs incurred in diagnosing, removing, replacing or reinstalling defective products covered by a manufacturer or supplier warranty.

The Company may, at its sole discretion, waive or reduce such labour, travel or attendance charges as a gesture of goodwill. Any such waiver shall not constitute a precedent or create any obligation for the Company to do so in future cases.

Where a defect is reported, the Client must notify the Company in writing as soon as reasonably practicable and allow the Company reasonable opportunity to inspect and, where appropriate, rectify the issue before instructing any third party. Failure to do so may invalidate any claim for associated costs or reimbursement.

The workmanship warranty shall not apply where the installation has been altered, repaired, adjusted or interfered with by any person other than Caprani Limited without the Company's prior written agreement.

Where replacement materials or products are supplied under a manufacturer's warranty due to a manufacturing defect, any associated labour, travel or attendance charges may remain chargeable unless otherwise agreed in writing. Any waiver of such charges shall be entirely at the Company's sole discretion and shall not constitute a precedent for future claims.

Routine servicing and maintenance recommended by the manufacturer or the Company must be carried out where applicable to maintain the continued validity of any manufacturer warranty.

This workmanship warranty is provided in addition to the Client's statutory rights and does not affect those rights.

27. Limitation of Liability

The Company's liability shall be limited to losses that are reasonably foreseeable and arise directly as a result of any breach of contract or negligence by the Company.

To the fullest extent permitted by law, the Company shall not be liable for any indirect, consequential or economic loss, including but not limited to loss of profit, loss of business, loss of rental income, loss of goodwill or any similar financial loss.

The Company shall not be liable for delays, additional costs or losses arising from circumstances beyond its reasonable control, including but not limited to adverse weather conditions, supplier or manufacturer delays, material shortages, utility failures, traffic disruption, acts or omissions of third parties beyond the Company's control, or any other unforeseen event beyond the Company's reasonable control.

The Company shall not be liable for any costs incurred by the Client in appointing third parties to inspect, complete or rectify the Works without first providing the Company with reasonable opportunity to inspect and, where appropriate, rectify the matter in accordance with these Terms and Conditions.

Where the Client delays, declines or fails to proceed with the Company's recommended remedial works, repairs or safety recommendations, the Company shall not be responsible for any deterioration, additional damage, system failure or consequential losses arising from that decision.

Nothing within these Terms and Conditions excludes or limits the Company's liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any other liability that cannot legally be excluded or limited under applicable law.

Nothing in these Terms and Conditions shall limit or exclude the Client's statutory rights under applicable consumer protection legislation.

28. Force Majeure (Events Beyond Our Control)

The Company shall not be liable for any delay, failure to perform or inability to complete the Works where such delay or failure arises from circumstances beyond its reasonable control.
Such circumstances may include, but are not limited to:

- severe weather conditions
- flooding or natural disasters
- fire
- accidents
- road closures or significant traffic disruption
- utility failures
- supplier or manufacturer delays
- shortages of labour or materials
- industrial action
- acts of government or changes in legislation
- public health emergencies
- civil unrest
- any other event beyond the Company's reasonable control.

Where reasonably practicable, the Company will notify the Client of any delay and make reasonable efforts to rearrange or complete the Works as soon as reasonably possible.

Where a Force Majeure event results in the postponement of the Works, the Company reserves the right to reschedule the Works to the next reasonably available appointment.

Neither party shall be liable to the other for any loss or damage arising solely from delays caused by such events.

29. Title of Goods

Ownership of all goods, materials, appliances and equipment supplied by Caprani Limited shall remain with the Company until payment has been received in full and cleared funds have been confirmed.

Until ownership has passed to the Client, the Client shall keep all goods supplied by the Company in good condition and shall not sell, transfer, dispose of, alter or encumber them without the Company's prior written consent.

Where payment remains outstanding, the Company reserves all rights available to it under applicable law to recover the value of unpaid goods and any associated costs.

Risk in the goods shall pass to the Client upon delivery to the property or installation, whichever occurs first. This means the Client is responsible for the safekeeping and insurance of the goods from that point onwards, even though ownership does not transfer until payment has been made in full.

Where bespoke, special-order or non-returnable goods have been purchased specifically for the Client, such goods shall remain payable in full once ordered and shall not be subject to cancellation or refund unless otherwise agreed in writing.

Nothing within this clause affects the Company's statutory rights to recover payment for goods supplied and services carried out.

30. Complaints Procedure

Caprani Limited is committed to providing a high standard of workmanship and customer service.

If the Client is dissatisfied with any aspect of the Works, they should notify the Company in writing as soon as reasonably practicable, providing sufficient details of the concern to enable it to be investigated.

The Company will acknowledge the complaint and aim to investigate and respond within a reasonable timeframe.

The Client agrees to provide the Company with reasonable access to inspect the Works and, where appropriate, carry out any necessary remedial work before instructing a third party.

The existence of a complaint does not, in itself, entitle the Client to withhold payment for completed Works, except where permitted by law.

The Company will always endeavour to resolve complaints fairly, professionally and in accordance with these Terms and Conditions.

Nothing within this complaints procedure affects the Client's statutory rights.

Caprani Limited is committed to providing a high standard of workmanship and customer service.

If the Client is dissatisfied with any aspect of the Works, they should notify the Company in writing as soon as reasonably practicable, providing sufficient details of the concern to enable it to be investigated.

The Company will acknowledge the complaint and aim to investigate and respond within a reasonable timeframe.

The Client agrees to provide the Company with reasonable access to inspect the Works and, where appropriate, carry out any necessary remedial work before instructing a third party.

The existence of a complaint does not, in itself, entitle the Client to withhold payment for completed Works, except were permitted by law.

The Company will always endeavour to resolve complaints fairly, professionally and in accordance with these Terms and Conditions.

Nothing within this complaint's procedure affects the Client's statutory rights.

31. Data Protection and Privacy

31.1. Caprani Limited is committed to protecting the privacy and personal data of its clients and will process personal information in accordance with applicable UK data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

31.2. How personal data is used

Personal information collected from the Client will be used only where necessary for the purposes of:

- providing quotations, estimates and services;
- arranging appointments and communicating regarding the Works;
- processing payments and maintaining accounting records;
- complying with legal, regulatory and health & safety obligations;
- providing warranties, aftercare and customer support; and
- any other legitimate business purpose directly relating to the Company's services.

The Company may use secure digital systems, automation tools and artificial intelligence to assist with administration, scheduling, customer communications and document preparation. Any such use will be subject to appropriate safeguards and applicable data protection legislation.

31.3. Photography, Video Recording and Marketing

The Client acknowledges that the Company may take photographs, videos and other visual records before, during and after the Works for the purposes of quotations, record keeping, quality control, warranty administration, health and safety, insurance, training, dispute resolution, regulatory compliance and maintaining accurate service records.

From time to time, the Company may create photographs and videos of its workmanship, completed or ongoing Works, engineering techniques, products and installations for educational, promotional and marketing purposes, including publication on the Company's website, social media platforms and other promotional material.

The Company may invite Clients to provide reviews, testimonials or feedback following completion of the Works. Any review or testimonial published by the Company will only be used with the Client's consent where required by applicable law or where the review or testimonial identifies the Client.

The Company will take reasonable steps to ensure that individuals, personal effects, addresses, vehicle registration numbers and other identifiable personal information are not intentionally featured without the appropriate consent where required by law. Where a client or any other identifiable individual is to be featured within promotional content, the Company will obtain the appropriate consent before publication.

All photographs, videos and records created by the Company shall remain the property of Caprani Limited and will be retained and processed in accordance with the Company's Privacy Policy and applicable UK data protection legislation.

31.4. Security

The Company will take reasonable technical and organisational measures to protect personal data against unauthorised access, loss, misuse or disclosure.

31.5. Sharing information
The Company will not sell or rent the Client's personal information to third parties. Personal information may be shared where necessary with trusted suppliers, subcontractors, manufacturers, regulatory bodies, insurers, payment providers, professional advisers or legal authorities where required for the performance of the Works, compliance with legal obligations or the protection of the Company's legitimate interests.
Where required by law, personal information will be retained only for as long as is reasonably necessary to fulfil the purposes for which it was collected, to comply with legal obligations or to establish, exercise or defend legal claims.

31.6. Retention of Personal Date
Where required by law, personal information will be retained only for as long as is reasonably necessary to fulfil the purposes for which it was collected, to comply with legal obligations or to establish, exercise or defend legal claims.

31.7. Telephone recording
Telephone calls to and from the Company may be recorded for training, quality assurance, dispute resolution, fraud prevention, regulatory compliance and staff development purposes.

31.8. Privacy Policy
Further information regarding how the Company collects, stores and processes personal data, together with details of the Client's rights, is available within the Company's Privacy Policy.

32. General Legal Provisions
Governing Law and Jurisdiction
These Terms and Conditions and any contract between the Company and the Client shall be governed by and construed in accordance with the laws of England and Wales.

Any dispute or claim arising out of or in connection with these Terms and Conditions or the Works shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Statutory Rights
Nothing in these Terms and Conditions excludes or limits the Client's statutory rights under applicable UK consumer protection legislation.

Compliance
Caprani Limited operates in accordance with all relevant UK legislation, regulations and recognised industry standards, including (where applicable) the requirements of Gas Safe Register, OFTEC, REFCOM, the Water Supply (Water Fittings) Regulations, WRAS guidance, Building Regulations and all other applicable statutory and industry requirements.

Severability
If any provision of these Terms and Conditions is found by a court or other competent authority to be invalid, unlawful or unenforceable, that provision shall be deemed severed to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.

Waiver
Failure or delay by the Company to enforce any provision of these Terms and Conditions shall not constitute a waiver of that provision or of any other rights available to the Company.

Entire Agreement
These Terms and Conditions, together with any accepted quotation, specification or written agreement, constitute the entire agreement between the Company and the Client and supersede any prior discussions, representations or agreements relating to the Works.

Variation
No variation or amendment to these Terms and Conditions shall be binding unless agreed in writing by an authorised representative of Caprani Limited.

End of Terms & Conditions