

Terms and Conditions.

This document represents the terms and conditions governing the provision of property maintenance services by Cappa Property Maintenance, hereafter referred to as "Cappa Property Maintenance" to the customer, hereafter referred to as "the Customer." By accepting the estimate provided by the Company, the Customer agrees to be bound by the terms and conditions outlined herein. It is imperative that the Customer carefully reads and understands these terms and conditions before proceeding with any works. Any amendments or additions to these terms and conditions must be agreed upon in writing by both parties prior to the commencement of works.

1. Estimates and Amendments:

- All estimates are subject to review at any time. Amendments must be confirmed in writing before commencement of works, including additional works not stated in the initial estimate.

2. Timeframes:

- Timeframes provided are estimates based on visual inspection of works. Any works causing delays will be discussed with the customer before completion. Overall estimated timeframes may not run consecutively, and each stage will commence according to site schedules.

3. Materials:

- Tools required for works will be supplied by us. However, materials agreement between us and the customer should be reviewed before commencement. Materials purchased by us, agreed with the customer, will be added to the final invoice (receipts to be provided).
- If the customer requests us to purchase materials, a minimum deposit of £250 is required before commencing works.

4. Payment:

- In some cases, 50% payment upfront is required, with the remaining balance due upon completion of work.
- Any materials purchased by the customer and left on site after completion will remain unless otherwise agreed.
- Invoices are processed upon completion of works, with a maximum fortnightly payment due. If any stage exceeds a fortnightly timeframe, remaining balances will be required weekly.
- Invoices are processed on Thursdays with payment due on Fridays unless otherwise agreed.

5. Snagging and Completion:

- Any snagging issues must be discussed within 48 hours of completion, to be resolved within 4 days of leaving the site.

6. Working Hours:

- Working hours are typically Monday to Friday, 8am - 5pm. Saturdays may be required in some instances, with no effect on the agreed price.

7. Site Conditions and Customer Satisfaction:

- Site conditions will be reviewed before works commence to ensure a reasonable working environment and avoid delays. Both customer and we will review works upon completion of each stage to ensure satisfaction. Changes after completion may incur additional charges.

8. Payment Deadline:

• Invoices must be paid within one to two days of receipt unless otherwise agreed. Any further delays must be communicated to us within a reasonable timeframe.

9. Acceptance:

• Acceptance of the estimate implies agreement to these terms and conditions. Any additional terms desired by the customer must be provided to both parties in writing before works commence.

10. Liability:

• We will take reasonable care to carry out the works to a professional standard. However, we will not be liable for any damages, losses, or additional costs incurred due to unforeseen circumstances, third-party actions, or pre-existing conditions not identified during the initial inspection.

11. Insurance:

• We maintain appropriate liability insurance coverage for our operations. However, it is the responsibility of the customer to ensure their property is adequately insured against any risks associated with the maintenance works.

12. Termination:

• Either party reserves the right to terminate the agreement with written notice in the event of a material breach of these terms and conditions, failure to perform obligations, or insolvency.

13. Dispute Resolution:

• Any disputes arising from this agreement will be resolved through negotiation and mediation in good faith. If unable to resolve through mediation, either party may seek legal remedies as provided by law.

14. Confidentiality:

• Both parties agree to keep confidential any proprietary or sensitive information disclosed during the course of the agreement, including but not limited to trade secrets, pricing information, and customer data.

15. Indemnification:

• The customer agrees to indemnify and hold us harmless from any claims, damages, or liabilities arising from their breach of this agreement, negligence, or willful misconduct.

16. Amendments:

• These terms and conditions may be amended or modified by mutual agreement of both parties in writing. Any amendments shall be deemed incorporated into this agreement.

Signing:

By signing below, the Customer acknowledges that they have read, understood, and agreed to the terms and conditions outlined in this document. The Customer further agrees that acceptance of the estimate provided by the Company constitutes acceptance of these terms and conditions.

Customer Signature: _____

Print Name: _____

Date: _____

[Company Name] Representative Signature: _____

Print Name: _____

Date: _____