

# **CAPITAL REPAIRS**

## **Terms and Conditions of Website, Appliance Sales, Service and Sale of Spare parts**

Capital Repairs is a trading name of Capital Repairs Ltd

Please read these terms and conditions carefully. By submitting an order to us verbally or by email you are agreeing to the terms that are illustrated below (as amended from time to time). The terms that will govern your purchase will be those in effect at the date of your order.

### **1 Changes to this agreement**

We may from time to time make changes to the terms of the Agreement. Please review the Agreement from time to time to ensure that you are aware of any changes made by us. If you do not agree to such changes, you should not use the Website.

These terms and conditions do not affect your statutory rights. We will treat each order for goods as an offer by you to purchase the goods subject to these terms and conditions.

### **2 Purchases made via the Website**

Additional, separate terms and conditions also apply to each product and service purchased through the Website ("Additional Terms"). You should read the applicable Additional Terms below prior to applying for a particular product or service. If there is any conflict between this Agreement and the Additional Terms, the Additional Terms will take priority in respect of the product or service in question. For the purposes of this Agreement, products and services include any insurance or financial service as well as repair services shown on the Website.

### **3 Accessing our website**

Access to our Website is permitted on a temporary only basis. Access to the Website is dependent upon availability of the World Wide Web and we accept no responsibility for your inability to access the Website arising out of circumstances beyond our reasonable control. We reserve the right to withdraw, disable or amend access to the Website without notice. In addition, we reserve the right to disable your access at any time if, in our opinion, you have failed to comply with any of the provisions of the Agreement.

### **4 Third-party sites and content**

Whilst the Website may contain links to third-party websites they should not be regarded as an endorsement, affiliation or association with the third-party website in question. If you decide to visit any third party website you do so at your own risk. We are not responsible for the content, accuracy or opinions expressed in such websites and assume no liability for their content. Please remember that when you use a link to go from our Website to another website, our Privacy Policy will no longer apply. Please make sure you read the rules and policies relating to that website before proceeding.

## **5 Reliance on information posted on our Website**

Commentary, information and other materials posted on the Website are not intended to constitute professional advice and should not be relied upon in this way. If you are unsure regarding servicing or repair please arrange for one of our experienced service engineers to call out.

## **6 Links to our Website**

You may link to our home page, provided you do so in a way that is fair and legal and which does not damage our reputation or take advantage of it. You must not link to our Website in anyway which suggests any form of association, approval or endorsement on our part where none exists. You must not remove or obscure (by framing or otherwise), any copyright notice, advertisement or other information published on the Website. The Website must not be framed on any other website. We reserve the right to withdraw linking permission without notice.

## **7 Permission to use our Website and its content**

We (and/or our licensors) own the content, graphics, text, photographs, logos, marks and other contents of the Website (collectively the "Materials"). The Materials are protected by various intellectual property rights including database rights.

We expressly reserve all intellectual property rights in the Materials and, other than set out below, no right or licence is granted to you to use any of these Materials.

You are only permitted to retrieve and display the Materials on a computer screen, store Materials in electronic form on disk (but not on any server or other storage device connected to a network) and print one copy of such Materials for your own personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices.

Other than set out above, you may not reproduce, modify, copy, distribute, display, broadcast, transmit or use any of the Materials without prior written permission from us.

## **8 Making a purchase**

### **Availability of products and services**

Unless we tell you otherwise, the products and services on the Website are available only to residents of mainland England, Wales and Scotland. The information on the Website is only aimed at these residents and, unless we tell you otherwise, we will not accept orders or applications from anyone else. The telephone numbers provided (and any telephone call costs quoted) only apply to phone calls made from within mainland England, Wales or Scotland. We do not have additional tariffs on our telephone numbers and all calls are charged at local rates.

We make no representation that any material, product or service on the Website is available or appropriate for use in other countries or comply with their laws. If you access this Website in another country, you are responsible for making sure you comply with local laws.

## **9 Ordering products and services via the website**

As previously stated, Additional Terms also apply to each product and service purchased through the Website. You should read the applicable Additional Terms prior to applying for a particular product or service below.

We may change the price and details of products and services (including any offers) at any time before we accept your order to purchase them.

All products and services are subject to availability. Where any product or service turns out to be temporarily unavailable, we may offer a replacement product to you if suitable. You have the right to accept or refuse this replacement product. If you choose to refuse it you will be able, at your option, to either order another product or service from our Website or telephone communication or cancel your order and claim a refund.

All orders are subject to acceptance by us. Capital Repairs Ltd uses its reasonable endeavours to keep copies of all orders placed for products and services by you, but cannot guarantee that it will keep a copy of every order for an unlimited time due to the number of orders it receives.

## **10 Acceptance of orders by Capital Repairs Ltd**

Once an order is accepted and confirmed by Capital Repairs Ltd a binding contract is formed. You should print out a copy of the Additional Terms applicable to the product or service you purchase and keep a copy of the confirmation of purchase in a safe place as a record of each transaction.

Your rights to cancel a purchased product or service will be set out in the Additional Terms for that product or service below.

Contracts with Capital Repairs Ltd are concluded in English and all communication between you and us will be in English.

## **11 Prices and payment**

The price of products and services on the Website will be as quoted on the Website from time to time, except in the case of obvious errors. All shown prices are inclusive of VAT or Insurance Premium Tax as appropriate. We may change the price and details of products and services (including any offers) at any time before we accept your order to purchase them.

We accept payment via various means see below. Please check the Terms and Conditions below for details.

## **12 Payment Methods**

We accept cash payments and debit card payments. We also accept direct transfers (BACS, Faster payments and CHAPS payments). We do not accept American Express cards.

We normally take full payment for the goods when you place your order with Capital Repairs Ltd for domestic appliance sales, If however you have initially instructed us to take payments or part payments from your card on

service calls or appliance sales we will use the same card details for any spare parts that have been fitted to your appliance unless you have instructed us to use another method of payment, this will also apply if on a new appliance sale sundry items have been used to complete the installation or any other outstanding amounts on live jobs.

### **13 Communication between you and us**

If you need to contact us about anything relating to our Agreement, you can do so using the details in the "contact us" section below. If we need to contact you, we will do so by telephone, email or post, email or postal address will be the ones provided by you during the order process or during any subsequent correspondence.

### **14 Security**

All credit card / debit card numbers are totally secure and are encrypted in our software when the order is placed.

### **15 Prices**

All our prices quoted are inclusive of VAT unless otherwise stated. (Also see "Delivery" below for information about delivery charges.)

Business to Business prices will be quoted exclusive of Vat.

### **16 Order Confirmation**

You will receive an email confirmation, text or confirmation on the phone after you have placed your order to let you know that we have received your order.

### **17 Goods and Description**

All the products we sell are of a varying and complex nature. We do not give dimensions for products because of the difficulty in applying the correct details to every request, dimensions however can normally be found on the manufacturers website likewise detailed specifications as well as actual cut outs/ dimensions for built in appliances are available directly from the manufacturers and it is the customer's responsibility to confirm exact dimensions with them if required. We can offer an appliance location survey on request for a small charge.

**IT IS THE CUSTOMERS RESPONSIBILITY TO ENSURE THAT THERE IS SUFFICIENT ACCESS FOR THE APPLIANCES TO BE DELIVERED BEFORE PURCHASING. PLEASE NOTE THE DIMENSIONS BEFORE PLACING YOUR ORDER.**

**We can arrange a site survey at a nominal cost if you prefer, please let us know.**

### **18 Service and Repair**

- i. We offer a repair service if you would rather a repair as opposed to a replacement unit. Our fully trained service engineers can call out to you on a mutual date and time window or Am /Pm Monday to Saturday (Saturday has limited availability dependant on area, please call to check). Although we offer guide line times for the engineers visit we can not 100% guarantee these times as they are dependent on various conditions beyond our control i.e. traffic and the length of the engineers visits prior to yours (some repairs are quick and some very long and this is unknown until the engineers visit). If we have to repair more than one appliance at your premises we do NOT charge 2 call charges but we only charge one call out charge and extended labour for each additional appliance that needs to be looked at, the reduction varies depending on the product but as a guide its £15.00 + vat reduction or greater.

- ii. Please contact us as soon as possible if you need the call to be cancelled as once we are at the property you may be charged a wasted visit charge.
- iii. We also have a fully equipped workshop @ Capital Repairs 231 Imperial Drive, Harrow, Middlesex if you would prefer to bring your appliance to us; a call charge does not apply in this case only a labour charge.
- iv. All our engineers and staff are employed by Capital Repairs Ltd we do not in general use sub-contractors but on occasion if due to certain circumstances i.e. very heavy work load and holiday periods to avoid delaying our customers we may take on subcontractors on an occasional basis, all the subcontractors are vetted by us and have the same high customer service levels we expect, your guarantee is not affected by this and we are still your point of contact.
- v. We do have a combined call and unlimited labour charge to cover the engineers visit, the only additional cost would be for any spare parts required plus VAT, this also covers any return visits. On rare occasions an additional charge will be made for 2 man jobs or workshop charges if the nature of the fault is deemed hazardous or the possibility of damage to the appliance, surrounding working area, regarding health and safety for our staff, or has to be returned to our workshop @ 231 Imperial Drive, Harrow, HA2 7HE, this is quite rare though and charges are kept to a minimum. Removal of a large heavy suspended Island cooker hood is a prime example of a potential 2 man job. As these details will not be known until we call out to your appliance you will be advised if these charges apply after the engineer has done an assessment of what need to be done to effect the repair, the Call Charge will still apply on these occasions.
- vi. The appliance needing repair should be accessible to the engineer on arrival and be able to be moved to access the unit if the appliance is not accessible our Call / Labour charge will still apply, if the unit requires 2 people to remove the appliance due to weight or awkward location we can supply another engineer to help but his will fall into the above category paragraph.
- vii. Appliances now days are computer controlled and If for any event that we are unable to repair your appliance due to technical diagnosis problems we may choose to advise you to contact the manufacturers direct as some manufactures withhold technical information and require special computer software which they do not share with independent companies like ourselves, in this event we may choose to refund you a part of the call out charge as a goodwill gesture for you to contact the manufacturers direct to avoid you being inconvenienced, this will be classed as a **call out attendance charge**, this charge will depend on how much work has been carried out by us and the cost of the original call out, as a guide this is normally in the region of 20% to 50% of the original call out.
- viii. On occasion your appliance repair may be BER (beyond economic repair) or the customer simply does not want the appliance to be repaired due to cost / condition etc. On these rare occasions as we are a high street Euronics retail shop we can supply a replacement appliance at reasonable cost with the addition of a goodwill gesture discount providing the full call out charge has been paid on the BER appliance. The portion and extent of available discount percentage varies according to the replacement appliance price, make, model and availability this will be calculated at the time of the sale as buy in prices to us fluctuate on a day to day basis.(This goodwill discount cannot be used in conjunction with any other offers or discounts).
- ix. Please note that a breakdown in the future can produce similar symptoms to previous faults you may have had with your product this may be due to a different associated component. Also our engineers can only determine the fault as they see it at the time of our visit we would not know if any changes were to take place after our visit.
- x. If for any reason you feel we have damaged your property or your appliance this must be reported to our General Manager or Service Manager within 24 hours, delays after this time frame will affect your claim. Any water damage claims must be addressed as soon as it is noticed and the water supply disconnected immediately to mitigate any further losses or damage.
- xi. We always endeavour to carry out repairs and servicing with reasonable skill and care however nowadays appliances are quite often assembled with plastic or fragile fixings and components, likewise the metal parts now days are simply sprayed instead of being enamelled and as such are susceptible to breaking, cracking, chipping, seizure or distorting on de-assembly and re-assembly, cookers especially are vulnerable as they get hot and cold during their lifetime which causes increased fragility to these components especially where the screws attach, we will unfortunately not be able to guarantee these items or

components if they fail (as above) or as a consequence of the repair or during working on the appliance as this is beyond our control.

## **19 Call & Labour charges**

As our charges depend on the type product and the area where you live, please call our call centre for the up to date charges. Different areas have certain parking restrictions, and parking costs these costs will be payable by the customer as they are not included in the call/ labour charge.

## **20 Gas appliance repairs and installations**

Appliances where the gas supply has to be broken into require a Gas Safe engineer; all our gas safe engineers are directly employed by Capital Repairs Ltd (registration 189436)

## **21 Consumer Contract Regulations 2014**

Due to the nature of an engineer's call out this is deemed as a emergency service and as such the consumer contract regulations 2014 do not apply and if you cancel during the 14 day cooling off period charges will occur and your right to cancel will be lost, additionally by signing our engineers job sheet you wish us to commence work and authorise us to order goods or parts on your behalf prior to the 14 day cooling off period, if you then cancel during this period charges will occur and/ or your right to cancel will be lost and charges will apply.

## **22 Microwaves**

Microwave ovens contain very high voltages i.e. 4000 volts and therefore dangerous, these are quite often returned to our workshop and the repair is carried out in a controlled environment, when repaired it is returned to your premises, no extra charge is payable by you for this service as its considered important health and safety on ours and your behalf.

## **23 Refrigeration system work**

Refrigeration units containing R600 gas may be collected and brought into our work shop due to the explosive and flammable nature of R600 gas, the same conditions will apply as to the microwave paragraph above i.e. no extra charge to you.

## **24 Spare Parts**

We only fit parts supplied by Capital Repairs Ltd to ensure quality of repair, safety and guarantee, if on occasion we agree to fit customer supplied parts due to our call / labour charges being kept at a very low level there may be an additional charge to fit customer supplied parts and additionally the guarantee on the repair will not applicable.

As we repair most makes of appliance the parts delivery time frame does vary considerably, we always endeavour to obtain parts within 3 days if possible but this can vary depending on the manufacturer and the stock holding situation at the suppliers end also the age of the appliance has a significant bearing on this, in general though if we have a delay on the part all companies will also have the same delay on the same part, If the parts are deemed to be obsolete the call / labour charge will still apply. It is not in our interests to delay the part as our aim is to get your appliance up and running as soon as possible. On arrival of the part to our warehouse we will call, text or email you to arrange a convenient fitting date.

Special ordered parts will require a deposit or full payment at the time of order as these are quite often non-returnable and specifically ordered for your appliance at your request, if orders are cancelled after you requesting a spare part or goods and us placing the order, the deposit or payment for the goods will not be refunded, we will however contact the supplier in order to try to get it sent back on your behalf but there may be a return to stock charge levied by the suppliers. Parts that are not required when our engineer comes to fit them due to the diagnosis being incorrect in any way will be refunded at full cost.

**Customer diagnosed spare parts:**

All purchased spare parts from our spare parts department are sold to you on the understanding that it is your own diagnosis and should always be fitted by a Qualified Domestic Appliance Engineer using the correct tools; we do not advise diagnosis over the phone or counter as every situation is different and unique to every customer. We have own Engineers if you require our services to fulfil this task for you.

Guarantee on supplied parts for your own use will not be guaranteed by our guarantee terms unless these have been fitted by a qualified engineer as in our trade parts can be damaged by externally caused conditions or another component inside the appliance, (an example of this is a printed circuit board being blown by a faulty motor).

**Capital Repairs Ltd cannot accept any responsibility for any consequential damage, loss or personal harm whatsoever due to parts being fitted or attempted to be fitted by a non-qualified person.**

**Please also see paragraph 34 for our returns policy on spare parts.**

## **25 Estimates**

Our spares department will notify you by telephone or email if the spare part required is of an expensive nature prior to ordering, we would normally contact you within 24 hours on this but if there is a delay in sourcing the part or the manufacture cannot identify the part there could be a delay in obtaining the correct information (part number inquiry), in this case we will contact you immediately we here from the suppliers this is normally only applicable to unusual parts or old appliances.

## **26 Guarantee (domestic appliances only in domestic environment)**

Labour guarantee 3 months

Spare parts guarantee 12 months (Capital Repairs Ltd supplied parts only)

Our guarantee covers manufacturing defect and mechanical / electrical failure.

Spare parts or items supplied on a free of charge basis or goodwill gesture are not covered by our guarantee unless agreed in writing in advance.

Refrigeration products that have been delivered or repaired should always be allowed to settle for 48 hours prior to loading with food to ensure correct operating temperature of unit. We do not cover for food loss on refrigeration equipment this can however be covered on your home insurance policy.

Please note that a breakdown in the future can produce similar symptoms to previous faults you may have had with your product this may be due to a different associated component.

Our standard terms and conditions do not affect your statutory rights.

Goods remain the property of Capital Repairs until paid for in full

## **27 Items not covered by our repair guarantee**

Breakable items, blockages, customer misuse, consumable items, components damaged by externally caused faults by electrical or mechanical interference. non-functional parts and free of charge parts. Domestic appliances being used in a commercial environment are not covered under our guarantee likewise new appliances are also not covered if situated in commercial environment. Appliances must be used in accordance with the manufacturer's instructions as indicated by your user handbook.

Spare parts or items that unfortunately go obsolete by the manufacturers during their guarantee period are out of our control, however we will endeavour to find an alternative source but this will have to be from one of our reputable suppliers, if we cannot source the required part we will offer a discount on a replacement appliance, the offered discount will depend on the original part cost and length of time until the end of the guarantee expiry date.

Spare parts or items supplied on a free of charge basis or goodwill gesture are not covered by our guarantee unless agreed in writing in advance.

## **28 Commercial appliances**

We are intrinsically a domestic repair / sales company although from time to time we do repair / sell commercial appliances, please advise on booking with our call centre if the appliance is a commercial unit as charges and guarantees are available on request. Calls booked as a domestic appliance but on arrival turn out to be a commercial appliance and are beyond our capability may be subject to a wasted call charge.

## 29 Delivery

Capital Repairs Ltd will endeavour to make the delivery as smooth and easy as possible, but any delivery times given are a guide only and cannot be 100% guaranteed we expect to have access between 7.00am and 8.00pm as well as being able to contact customers if required. We sometimes use third party companies to make deliveries dependant on area and in this case, any special arrangements made directly with a delivery company are between that company and the consumer. Capital Repairs Ltd will not be held liable for any of these arrangements.

Delivery of all appliances is normally to the ground floor of any mainland UK address with suitable access unless otherwise agreed (Please see "Access") Delivery usually includes bringing the appliance to your home and removing the packaging and securing transit bolts. We are able to store your goods for a maximum of 14 days, free of charge. Thereafter, each item will incur a weekly storage charge of £25. If you want delivery to be made to a destination other than the ground floor, please contact us to check whether this is possible. This will depend on the type of appliance you are ordering and the level of access available, we will always try to accommodate this.

If you are not at home on the date that has been agreed and the delivery company cannot contact you, we reserve the right to charge you for the re-delivery. Your statutory rights are not affected by this clause. Some smaller units will be delivered by a courier company. You will not be contacted beforehand, and if nobody is available to accept delivery, an out card will be left at the property we will also call you on your designated telephone number at the time. Contact can be made directly to arrange a redelivery. Delivery will normally be between 8.00am and 6.00pm Monday to Friday or 8.30am to 5.00pm Saturdays. Despite us occasionally offering a free delivery on appliances if agreed (within a fixed radius of 10 miles from our store), there are actually significant costs involved in delivering the product. If for whatever reason you are unable to accept delivery, please contact us as soon as possible. Failure to accept delivery on the arranged specified day, or cancellation of a pre booked delivery, less than 48 hours prior to the specified date, may incur delivery charges as listed below:

|  |      |
|--|------|
| Failed and re- delivery charges  |      |
| Standard delivery charge   | £50  |
| Larger units i.e. American refrigeration, Range Cookers & Multiple units | £100 |

Under certain circumstances, special deliveries may have been arranged, and priced, on an individual basis. If these deliveries prove to be failed, the full charge would be levied in order to carry out a re-delivery.

In addition to the above charges, in order to cancel or amend the date of delivery, giving more than 48 hours' notice, an administrative charge of £15 will be payable.

## 30 Delays in Availability of Goods and Delivery Dates

Please note some orders may be delivered in more than one drop / delivery. Major domestic appliances are normally delivered directly from the manufacturers and are usually delivered within 10 Days of you placing your order. American side by side refrigeration and range cookers can take up to 3 weeks to be delivered depending on manufacturer. If a delivery is going to take longer than we would normally expect you will have the right to cancel the order. We will endeavour to deliver goods within these time periods, but goods are subject to availability and delay in the delivery of goods is frequently in the hands of a third party and often outside our control. Any dates we specify for the delivery of goods are approximations only and we shall not be liable for any losses, costs, damages, charges, or expenses caused by any delay in the delivery of the goods. All orders taken are processed with our suppliers within 24 hours, and it may take us a few days to get back to you on delays because we are dependent on how quickly the manufacturer advises us of a stock problem. Should you



choose to cancel your order; we will refund any money to you for any goods that are out of stock with the supplier within 7 days of taking your payment. Special orders will be subject to a restocking fee up to 50% of the total cost, we will always notify you if an item is a special order item.

IT IS RECOMMENDED THAT YOU DO NOT ARRANGE DATES FOR YOUR INSTALLERS UNTIL THE APPLIANCES HAVE BEEN DELIVERED AND HAVE BEEN CHECKED FOR CONDITION/ DAMAGE.

### **31 Inspection of Appliances & Goods**

We will only deliver goods to the address on the order and goods will not be left without a signature. You are required to make all the necessary arrangements to take delivery of the goods whenever they are scheduled for delivery. When your goods arrive, please make sure that they are unpacked and inspected whilst the driver is still present before signing the delivery note. Claims for goods not checked will not be accepted. This does not affect the guarantee of the product. In the unlikely event of damage occurring during transit, please refuse delivery of the goods and notify us immediately by telephone and in writing via email. Products that are deemed to be faulty cannot be used. If this is the case then an exchange can no longer be made and a manufacturers engineer will have to call out to repair it. We cannot accept liability for damages or errors if goods have been fitted or marked / damaged whilst in your possession if you have had the appliances in your possession for more than 7 days and have failed to notify us in writing if a product has been delivered incomplete.

All the original packaging and documentation should be kept in case of any returns/ exchange; all goods should be in a resalable condition.

### **32 Your Property / Delivery Access**

Please measure access to doorways and stairs to ensure that what you have ordered can be manoeuvred to its destination. The appliance should be able to fit through all doors and access passages, including stairs, without the need to remove, bend or distort any house fixtures or fittings or the appliance itself (i.e. doors, frames etc). Capital Repairs Ltd will endeavour to deliver as near as possible to the site as a safe hard road permits. In the event that suitable access is not available, the delivery agent reserves the right to refuse delivery. There may be a further charge for additional personnel and each additional floor is subject to a charge. This is provided it doesn't contravene any Health & Safety regulations. You can of course have your order delivered to the ground floor and arrange for the goods to be taken into your home yourself. We reserve the right to refuse delivery if you have not informed us that delivery should not be made to the ground floor, and we will give you the choice of our leaving the appliances on the ground floor or taking the appliances away and levying a failed delivery charge (see schedule of charges under "Delivery"). In extreme cases, up to 4 people as well as mechanical equipment could be necessary to complete a delivery. Any additional personnel or equipment required for this will be chargeable to the customer. Once again, it is imperative that you note the dimensions of the product and make sure that the item will fit in your home before purchasing.

Please note we will not be able to install appliances in boats, vessels or aircraft due to insurance restrictions, in this case the product will be delivered as near to the destination as reasonably possible.

### **33 Installation and connection to existing supplies**

None of our prices include installation. However, in some cases, connecting the product to existing pipe work might be included in our price. This will be stated in the product description if applicable. Please note that the service to connect the product to existing pipe work will include no installation or building work. It is the customer's responsibility to ensure that all fittings, taps and connections are in place, safe and functioning prior to delivery and this may involve arranging for this to be done with a qualified tradesman.

Please note we will not be able to install appliances in boats, vessels or aircraft due to insurance restrictions.

### **34 Cancellation and returns (sales and spare parts)**

**If you have reason to return the product it is essential to keep all the packaging and be in a resalable condition.**

You may cancel your order preferably by email at any time **before booking delivery** and without penalty. A full refund will be made within 30 days of your request to cancel.

You may also cancel your order up to 7 working days after the day of delivery and return it under the Consumer Protection (Consumer contracts regulations 2014) , for an exchange or refund. However the following points must be observed:

- Cancellations will only be accepted by emailing us at sales@capitalrepairs.co.uk or if it is put in writing and sent by recorded mail to us at Capital Repairs Ltd, 231 Imperial Drive, Rayners Lane, Harrow, Middlesex HA2 7HE. You will be notified once your order has been cancelled and any refund due has been made.
- Items must be returned in an unused condition with the original packaging, along with the receipt or other valid proof of purchase, within 28 days of notifying us of the cancellation to Capital Repairs Ltd 231 Imperial Drive, Rayners Lane, Harrow, Middlesex HA2 7HE. As we cannot be held responsible for non-delivery of returned goods we recommend that you obtain proof of posting. The customer is also responsible for any damage caused to the goods whether made while in his/her possession or in transit back to Capital Repairs Ltd. Returns outside of 28 days may not be accepted and full charges may apply.
- Charges may be levied to cover admin, handling, transport, storage and repackaging. This is rarely more than 40% of the cost of the appliance or spare part. Correct paperwork must be completed and a return form will need to be attached to the appliance or spare part.
- Items are to be returned at the customer's expense unless the item purchased was damaged or faulty when it was received. Capital Repairs Ltd can arrange for the goods to be collected and uninstalled but it is to be noted that the amount charged for delivery and installation of a product is subsidised, and that the true cost of delivery and disconnection will be charged for products we collect. Please refer to the schedule of costs under "Delivery" to see what the true delivery costs are.
- **Spare Parts:** Special order spare parts will not be refunded as we are unable to return these to our suppliers as they have been ordered especially for you on a non-refundable basis and are not commonly required parts. Return of spare parts that are agreed to return will incur a 50% minimum return to stock charge as this is chargeable to us by our suppliers.

**Capital Repairs Ltd cannot accept any responsibility for any consequential damage, loss or personal harm whatsoever due to parts being fitted or attempted to be fitted by a non-qualified person.**

**Please also see paragraph 24 for our spare parts policy.**

- All goods received back from customers are carefully checked when received. In the event of the product being damaged or missing fittings, fixtures, packaging or instruction booklets, the product will be returned to the customer at the customer's expense and a full refund will not be processed only partial refund. No goods will be accepted back without the correct paperwork.
- Customers will be charged for accessories that don't get returned back with the product. Examples of these charges are £15 for an instruction manual and £15 for washing machine hoses. We cannot accept returns of unwanted goods if the item has been installed or used and therefore not in a resalable condition.

- Returns that have been made to a customer's unique specification cannot be returned if the customer has made an error.

All goods are ordered specifically for individual orders. The customer should check at the time of ordering that all items are correct. Subsequent changes may incur administrative charges.

**Cancellation of goods with Business to Business customers will incur a minimum of 40% cancellation penalty charge unless agreed otherwise at point of order, once orders are processed and are out for delivery to us no refund will be given as we cannot return the goods without penalty to us.**

### **35 Faulty Goods**

You must notify the manufacturer immediately if a product should fail to operate correctly, we can help with the contact numbers if you require but these will be in the handbook information. If it is within 28 days of delivery we will request the manufacturer on your behalf to send a qualified engineer to inspect the item to confirm that the item is faulty or not working to their specification before arranging an exchange of the product, this is done to avoid user error and no fault with the appliance.

All goods are sold with full manufacturer warranties. The manufacturer reserves the right to repair the product. You will need to be available to accept a service call on a week day between the hours of 0800 and 1800 hours. An engineer's report is required before a replacement can be considered. This will be at the discretion of the manufacturer, sometimes if it's a quick fix it is better to let them carry out the repair on site.

Please note that once an electrical appliance is installed, the manufacturer would need to send a service engineer to inspect any appliance to ascertain whether or not any fault was due to a product defect or a bad installation. This call will be chargeable if the problem has been caused by a poor installation and the engineer finds no mechanical or electrical fault with your product. Remember that you should use a qualified fitter for certain appliances (i.e. gas appliances should only be fitted by someone with the appropriate **Gas Safe** certification, we can do this if you require as we have our own gas engineers, our gas safe registration is **189436**). If a product is returned as faulty, but is not deemed to be faulty by our technicians the product will be returned back to you. This will be done subject to an administration fee of £50 along with the cost of carriage, which can be seen in the schedule we have under "Delivery".

### **36 Accessories**

Please note that accessories can only be delivered free of charge if they are ordered together with an appliance. Accessories are also all classified as special orders and can therefore not be accepted back from customers once they have been ordered.

### **37 Guarantees and claim forms**

All products supplied are covered by the terms and conditions of the manufacturer's guarantee. This is usually for a period of 12 months, but can be for up to 10 years on certain models. If a service call is made whilst a product is under guarantee, the full cost of the service call will be charged to your credit card, debit card or account if our engineers find no mechanical or electrical fault with your product. This does not affect any statutory rights that you may have. In the event of the manufacturer offering an extended warranty, it is the customer's responsibility to complete the paperwork and to process this directly with the manufacturer or insurance company, If this is not done by the customer where required, Capital Repairs Ltd are not in a position to assist the customer with any extended warranty claims.

### **38 Risk to Goods**

The risk in the goods shall pass to you, the customer, on arrival at the delivery premises. Damage due to difficult site access or unloading shall be at your risk. When difficult access is encountered, the customer will be asked to sign a disclaimer form. Although every care will be taken during the delivery of the appliance(s), neither the delivery drivers nor Capital Repairs Ltd can take responsibility for damage to persons, property or

the appliance(s) during the delivery, once a disclaimer form has been signed. This does not affect your statutory rights.

## **39 Removals / Collections**

Capital Repairs Ltd are able to offer a subsidised removal of certain old appliances in most post codes for £15.00 per product and £35.00 for refrigeration items. This is provided the products are disconnected and free of excess water and that all fittings have been disconnected prior to our arrival. In the event of the product still being installed or unable to be removed, we will be unable to refund the charges and we may make a further appointment to collect at a later stage a charge will be made.

You can get details of your nearest registered recycling facilities here. [www.recycle-more.co.uk](http://www.recycle-more.co.uk) if you wish to dispose of the old appliance and packaging yourself.

## **40 Refunds**

Credits or refunds will normally be made by the same method or original payment to the same credit card/debit card or bank account that was used for the original transaction, by bacs or cheque if the payment was in cash, within 30 days of agreement to issue a refund.

## **41 Accessories**

Please note that accessories can only be delivered free of charge if they are ordered together with an appliance. Accessories are also all classified as special orders and can therefore not be accepted back from customers once they have been ordered.

## **42 Help with Fitting Gas Appliances**

If you are buying a gas appliance or repair, you will need a Gas Safe Registered Engineer to fit this for you. This is a service we can offer, please contact our call centre for current prices, our Gas Safe number is 189436.

## **43 Privacy Policy**

We are committed to protecting your privacy. We will only use the information that we collect about you lawfully and in accordance with the Data Protection Act 1998. We collect this information to enable us to process your order and offer you the best possible service. Calls may be recorded for quality and training purposes.

All personal information that you provide will be held confidentially within our secure database and will not be passed to third parties unless you give permission to do so or it is necessary to do so in order to provide you with the services you have booked. Where payment is processed via credit card, credit card numbers are not retained on our database.

The type of information we will collect about you includes:

1. Your name
2. Your Address
3. Your Telephone number
4. Your Email address
5. Your Appliance

The information we hold will be accurate, up to date and can be also be verified by emailing us. Should you find any inaccuracies we will delete or correct them as required. We may also use this information to inform you about updates on our product offers.

## **44 Limits on our responsibility to you**

We are careful about the content we display on our Website and we try to ensure that the Website is safe to access and use but errors (including inaccuracies and typographical errors) and defects may occur.

Whilst we reserve the right, at any time and in our sole discretion, to correct any errors or omissions, make changes to the features, functionality or content of the Website and to edit or delete documents, information or other content on the Website, the Website is provided without any guarantees, conditions or warranties. As such, we cannot guarantee that the Website is or will be error free, free of viruses or other harmful components or those defects will be corrected.

As far as the law allows, we exclude all statements, terms and warranties that may be implied. We will not, under any circumstances, be responsible for any losses you suffer as a result of using this Website that are not as a direct consequence of our behaviour and that we could not have been expected to foresee. In particular, we will not be responsible for losses related to any business (including profits), loss of data or loss of goodwill, whether these losses are direct, indirect, or for any indirect financial (or monetary) losses.

This does not affect our liability for death or personal injury arising from our negligence, our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or for any other liability which cannot be excluded or limited under applicable law.

Our responsibility to you for each product or service purchased will be as set out in the Additional Terms applicable to the product or service in question.

Your statutory rights are not affected by anything in this Agreement.

## **45 Legal compliance and applicable law**

You agree to comply with all applicable laws and regulations in England and Wales or (if you live in Scotland) Scotland in connection with your use of the Website and any Materials.

The laws of England and Wales apply to and govern any dispute arising out of or in connection with the Agreement or its subject matter (including non-contractual disputes or claims). All disputes relating to this Agreement or our Website shall be subject to the jurisdiction of the courts of England, Wales or Scotland. You should read the applicable section of the Additional Terms in respect of any dispute arising out of or in connection with the purchase of any product or service.

Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed so that it is compliant with applicable law and the remaining portions shall remain unaltered and in full force and effect. To the extent that anything in or associated with the Website is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any terms of this Agreement shall not be construed as a waiver of the term or the right to enforce it. Our rights under this Agreement shall survive any termination of this Agreement.

## **46 Print Terms & Conditions**

Please print these terms and conditions if you are booking a job with us or having goods delivered for you ease of reference.

## **47 Contact us**

If you have any concerns or queries about material that appears on our Website please email us or write to us at our address below.

## **48 Complaints, enquiries and company details**

If you unfortunately have cause for complain regarding our service in any way please address the complaint to the below email and/or address.

We always try to make sure that we respond to and resolve customer complaints quickly and fairly. And we're happy to explain and illustrate to you how we do this in answering any complaint. See the table below for contact information.

- email us at
- Sales; [sales@capitalrepairs.co.uk](mailto:sales@capitalrepairs.co.uk)
- Repairs; [repairs@capitalrepairs.co.uk](mailto:repairs@capitalrepairs.co.uk)
- contact us by telephone: Sales 0208 868 2323, Service 0208 866 6699
- write to us at: Capital Repairs Ltd, 231 Imperial Drive, Rayners Lane, Harrow, Middlesex, HA2 7HE
- Vat no: 505 2301 03
- Company Registration No: 09966195
- Complaints addressed to General Manager
- Managing Director Mr G. Pearce
- Capital Repairs is a trading name of Capital Repairs Ltd Registration No: 09966195