

These Terms & Conditions apply to all Services we provide unless we agree otherwise in writing. By accepting our Quotation or by instructing us to proceed with the Services, you accept these Terms & Conditions.

Version and Effective Date:

These Terms & Conditions (Version 3.1) take effect from 8th October 2026 and replace all previous versions, except for Contracts already accepted.

1. Definitions

1.1. In these Terms & Conditions, the following definitions apply:

- 1.1.1. **"Company", "we", "us" or "our"** means Mashworth Electrical Services Limited (trading as Mashworth Services).
- 1.1.2. **"Client", "you" or "your"** means the person or organisation purchasing the Services.
- 1.1.3. **"Consumer"** means an individual acting for purposes wholly or mainly outside their trade, business, craft or profession, as defined in the Consumer Rights Act 2015.
- 1.1.4. **"Business Customer"** means any Client who is not a Consumer.
- 1.1.5. **"Services or Works"** means the electrical installation, repair, inspection, testing, certification and associated works described in our Quotation and any agreed Variations.
- 1.1.6. **"Quotation"** means our written quotation describing the scope of Services, price and any stated assumptions.
- 1.1.7. **"Estimate"** means an indicative guide price only.
- 1.1.8. **"Contract"** means the agreement between you and us, consisting of these Terms & Conditions, the Quotation, and any agreed Variations.
- 1.1.9. **"Variation"** means any agreed change to the scope of Services, price and/or Programme.
- 1.1.10. **"Materials"** means all goods, accessories, fittings and equipment supplied by us as part of the Services.
- 1.1.11. **"Customer-Supplied Materials"** means any goods or equipment supplied by you for use within the Services.
- 1.1.12. **"Property"** means the site or address where the Services are carried out.
- 1.1.13. **"Programme"** means any proposed schedule or timeline for the Services, whether estimated or agreed in writing.

1.1.14. Practical Completion: The stage at which the agreed scope of the Services has been substantially completed and is capable of being used for its intended purpose, notwithstanding any minor defects, adjustments or incomplete items (snagging) that do not materially affect its use.

1.2. References to legislation include any amendments or re-enactments of such legislation.

1.3. Headings are for convenience only and do not affect interpretation.

2. Formation of Contract

2.1. These Terms & Conditions apply to all Contracts between us and you and prevail over any other terms unless otherwise agreed in writing.

2.2. A Contract is formed when you accept a Quotation in writing or by conduct. By accepting the Quotation, you also acknowledge that you have been given access to the supporting guidance documents listed in Section 19.

2.3. In the event of conflict, these Terms & Conditions take precedence, followed by any agreed Variations and then the Quotation.

3. Quotations and Scope

3.1. Quotations are **valid for 30 days** unless stated otherwise.

3.2. The Quotation sets out the agreed scope of Services based on the information available at the time.

3.3. Any descriptions, drawings, or discussions provided before the Quotation are for guidance only and do not form part of the Contract unless expressly included.

3.4. The Services are priced based on stated assumptions, including the condition of the existing installation where applicable.

3.5. Existing installations are not fully exposed or tested at the quotation stage. Where conditions differ from those reasonably expected, additional work may be required.

3.6. Estimates are indicative only and do not form part of the Contract.

3.7. Where Services are scheduled to commence more than 90 days after acceptance, we may review the Quotation to reflect increases in material or labour costs, or changes in legislation or regulatory requirements. If you are a Consumer and do not accept any revised price, you may cancel the Contract without penalty.

- 3.8. Unless stated otherwise, Quotations are based on the completion of the agreed scope of Services and not on the time taken to complete them.
- 3.9. Fault finding, investigation, or diagnostic work may be time-based unless otherwise agreed.
- 3.10. The Quotation may include summary terms or assumptions relating to the Services. These are provided for clarity and convenience and must be read in conjunction with these Terms & Conditions.

4. Variations

- 4.1. A Variation is any change to the agreed scope of Services, including (but not limited to) changes in specification, additional works, or works required due to unforeseen conditions.
- 4.2. Where a Variation is identified, we will explain the reason, provide a clear quotation where reasonably practicable, and obtain your agreement before proceeding. Verbal agreement on site will be confirmed in writing as soon as reasonably practicable.
- 4.3. No additional work will be carried out without your agreement, except where urgent action is required to maintain safety, compliance, or prevent damage.
- 4.4. Variations may affect the overall price and Programme, and any such changes will be communicated at the time the Variation is agreed.
- 4.5. For guidance on how Variations are managed, see the supporting documents in Section 19.

5. Programme, Access and Delay

- 5.1. Programme dates are estimates unless otherwise agreed in writing.
- 5.2. **You must provide** safe and reasonable access to the Property and the areas where the Services are to be carried out.
- 5.3. Where access is not available as agreed, or the Property is not ready for the Services to proceed due to matters within your reasonable control, we may reschedule the Services and adjust the Programme accordingly.
- 5.4. We reserve the right to recover any reasonable costs or lost time incurred where access is not provided as agreed or where the Property is not ready for the Services to proceed, particularly where time on site has been allocated and reasonable notice has not been given.
- 5.5. We are not liable for delays caused by factors outside our reasonable control, including (but not limited to) restricted access, third-party works, material availability, or unforeseen site conditions.

- 5.6. Where required, you must obtain any landlord, freeholder or other third-party permission needed for the Services.

6. Existing Installations

- 6.1. We are not responsible for defects, faults, or non-compliances within existing installations that are not reasonably apparent at the time of quotation.
- 6.2. Quotations are based on a visual assessment and available information only. A full inspection or testing of all circuits, wiring, and concealed areas is not carried out at this stage.
- 6.3. Electrical installations are not fully exposed during the survey. Defects, deterioration, or non-compliant work may only become apparent once work has commenced, including when circuits are tested or existing installations are accessed.
- 6.4. Where previously undisclosed defects or non-compliant work are identified, we will advise you and may suspend the Services or take reasonable steps to make the installation safe.
- 6.5. Any additional works required as a result of these findings will be treated as a Variation in accordance with Section 4.
- 6.6. If we find or suspect hazardous materials such as asbestos, we may suspend the Services and will help you arrange any survey or removal. Responsibility for these materials, and their cost, remains with you.

7. Materials

- 7.1. Materials ordered or committed for the Services may become payable once ordered, particularly where items are specific to the project, cannot be returned, or have been specially manufactured or procured for you. Any Materials payable on order will be specifically detailed in writing.
- 7.2. Title to Materials supplied by us remains with us **until payment has been received in full.**
- 7.3. Risk in Materials passes to you upon delivery to the Property or when they are installed, whichever occurs first.
- 7.4. Where payment for unfixed Materials remains outstanding, we may request their return or arrange collection with your agreement.
- 7.5. Where Materials are installed prior to payment, your obligation to pay for those Materials remains unaffected.

8. Payment Terms

- 8.1. Payment terms will be set out in the Quotation and may vary depending on the nature and duration of the Services.
- 8.2. For smaller works, payment is typically requested upon completion of the Services.
- 8.3. Unless otherwise agreed in writing, all invoices are payable **within 14 days of issue**.
- 8.4. For larger or staged projects, payments may be required in advance and/or at defined stages throughout the project. This may include an initiation fee to secure the booking and cover project preparation.
- 8.5. Where staged payments apply, the timing and amounts will be clearly set out in the Quotation or associated documentation.
- 8.6. We reserve the right to suspend the Services where payments are not made as agreed.
- 8.7. Any delay in payment may result in a delay to the Programme, and we are not liable for any resulting impact on completion times.
- 8.8. **For Business Customers only**, all payments are due in full without deduction unless otherwise agreed in writing.
- 8.9. **For Business Customers only**, we reserve the right to charge interest on overdue amounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 8.10. For further information on how payments, including initiation fees, are structured and managed, please refer to the supporting documents listed in Section 19.

9. Practical Completion, Snagging and Certification

- 9.1. **Practical Completion** occurs when the agreed scope of the Services has been completed and is capable of being used for its intended purpose.
- 9.2. Minor defects, adjustments, or incomplete items (collectively referred to as "snagging") do not prevent **Practical Completion**.
- 9.3. We will complete any agreed snagging items within a reasonable timeframe, subject to availability and access.
- 9.4. Where possible, snagging items will be recorded and agreed between both parties.
- 9.5. Any required testing will be completed before Practical Completion, and the relevant documentation will be issued in accordance with current regulations.

- 9.6. Where final payment is due, it must not be withheld solely due to minor snagging items identified after Practical Completion. This does not affect your statutory rights.

10. Workmanship Guarantee

- 10.1. We provide a workmanship guarantee in respect of the Services we carry out.
- 10.2. This guarantee covers defects arising directly from our workmanship where the Services have not been carried out with **reasonable care and skill**.
- 10.3. The workmanship guarantee applies only to the quality of our workmanship and is separate from any manufacturer's warranty provided with products or equipment.
- 10.4. The workmanship guarantee does not cover:
- 10.4.1. Faults arising from pre-existing conditions within the installation.
 - 10.4.2. Failure or defects in materials or equipment not supplied by us.
 - 10.4.3. General wear and tear or damage occurring after Practical Completion.
 - 10.4.4. Alterations, additions, or interference by third parties.
- 10.5. Where a valid workmanship issue is identified, we will attend and rectify the issue within a reasonable timeframe.
- 10.6. This guarantee is limited to the rectification of defective workmanship. It is in addition to, and does not affect, your statutory rights under the Consumer Rights Act 2015.
- 10.7. The workmanship guarantee applies for a period of **3 years from the date of Practical Completion**, unless otherwise stated.
- 10.8. For further details on the scope of the workmanship guarantee and how to report an issue, please refer to the supporting documents listed in Section 19.

11. Customer Supplied Materials

- 11.1. Where you ask us to review or install materials, fittings, appliances, or equipment that you have selected or intend to supply, **you remain responsible for the final product selection, suitability, manufacturer support, and any associated product warranty**.

Our review of customer supplied products is intended to identify obvious compatibility or safety concerns and should not be relied upon as independent product verification or certification.

- 11.2. Customer supplied items **must be suitable for installation within the UK** and include appropriate markings, ratings, manufacturer information, and installation instructions where required.

- 11.3. We may review or inspect customer supplied items before purchase or installation and may:
- 11.3.1. request additional information,
 - 11.3.2. record limitations or deviations on certification,
 - 11.3.3. recommend alternative products,
 - 11.3.4. or decline installation where suitability or safety cannot be reasonably confirmed,
- 11.4. Customer supplied products are **not covered by our workmanship guarantee**. Our workmanship guarantee applies only to the installation work carried out by us.
- 11.5. For further guidance, see the supporting documents listed in Section 19.

12. Suspension and Termination

- 12.1. We may suspend or terminate the Contract where you **fail to make payment as agreed**, where safety concerns prevent the Services from being carried out, or where there is a material breach of these Terms & Conditions.
- 12.2. Upon termination, all sums due become immediately payable.
- 12.3. We may issue a final account for Services carried out and Materials ordered or committed.
- 12.4. Upon termination, unpaid unfixed Materials may be returned or collected by agreement.
- 12.5. Termination does not affect any rights or remedies that have accrued before the Contract ends.
- 12.6. Where the reason for suspension has been resolved, we may agree a **revised Programme** for the remaining Services.

13. Consumer Cancellation Rights

- 13.1. Where you are a Consumer, statutory cancellation rights may apply under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 13.2. You have the right to cancel the Contract within **14 days of acceptance**, unless the Services have been fully completed within that period with your express agreement and acknowledgement.
- 13.3. Where you request that the Services commence within the 14-day cancellation period, we **will** require your written confirmation before the Services begin.
- 13.4. If you cancel within the 14-day cancellation period after requesting early commencement of the Services, you must pay for the Services (including Materials) supplied up to the point you tell us you are cancelling.

- 13.5. If you cancel within the 14-day cancellation period, any initiation fee or advance payment will be refunded within 14 days, less any amount payable under clause 13.4. If you cancel after that, any initiation fee or advance payment will be refunded, less reasonable costs, work carried out, and any genuine unrecoverable losses resulting directly from the cancellation.
- 13.6. For further details on how cancellation and refunds are managed, please refer to the supporting documents listed in Section 19.

14. Complaints and Dispute Resolution

- 14.1. We aim to provide a **high standard of service** at all times. If you are not satisfied with any aspect of the Services, please contact us as soon as reasonably possible so we can investigate and work with you to resolve the issue.
- 14.2. Where possible, complaints should be made in writing, setting out the nature of the concern. We aim to respond within 5 days of receiving your complaint and, where appropriate, to arrange a date to view or remedy the issue within 28 days.
- 14.3. We will make reasonable efforts to resolve any complaint promptly and fairly.
- 14.4. We encourage you to raise any concerns as soon as they arise, as many issues can be resolved quickly before they develop into more significant problems.
- 14.5. If a complaint cannot be resolved directly, you may be able to refer the matter to **Which? Trusted Traders**, where applicable, for independent review and dispute resolution.
- 14.6. Further information about the Which? Trusted Traders complaints process can be found [here](#).
- 14.7. For further guidance on how complaints are handled, please refer to the supporting documents listed in Section 19.

15. Liability and Limitations

- 15.1. We will carry out the Services with **reasonable care and skill**.
- 15.2. Nothing in these Terms & Conditions excludes or limits our liability for:
- 15.2.1. Death or personal injury caused by negligence.
 - 15.2.2. Fraud or fraudulent misrepresentation.
 - 15.2.3. Any other liability which cannot be excluded by law.
- 15.3. **For Business Customers only**, subject to Clause 15.2, we are not liable for:
- 15.3.1. Loss of profit, income, or business.
 - 15.3.2. Indirect or consequential loss.

15.4. We are not liable for defects, failures, or issues arising from:

- 15.4.1.** Existing installations or pre-existing conditions.
- 15.4.2.** Materials or equipment not supplied by us.
- 15.4.3.** Alterations or interference by third parties.
- 15.4.4.** Failure to follow our advice or recommendations.

This does not exclude liability where loss or damage is caused directly by our failure to exercise reasonable care and skill.

16. Force Majeure

16.1. We are not liable for any delay or failure caused by events beyond our reasonable control.

16.2. Such events may include, but are not limited to:

- 16.2.1.** Adverse weather conditions.
- 16.2.2.** Delays in material supply or availability.
- 16.2.3.** Fire, flood, or other unforeseen damage.
- 16.2.4.** Industrial disputes.
- 16.2.5.** Changes in law or regulation.

16.3. Where these circumstances occur, both parties will work together in good faith to minimise disruption where reasonably practicable. We will be entitled to a reasonable extension of time to complete the Services where necessary.

16.4. Where a Force Majeure event continues for an extended period and prevents the Services from being completed within a reasonable timeframe, both parties may discuss whether it is appropriate to suspend, vary, or terminate the remaining Services.

17. Consumer Fairness

17.1. Where you are a Consumer, nothing in these Terms & Conditions limits or affects your statutory rights under the Consumer Rights Act 2015.

17.2. We will exercise our rights under these Terms & Conditions fairly and reasonably, taking account of the circumstances of each project.

17.3. We aim to resolve any issues in a fair and practical manner wherever reasonably possible.

18. Governing Law

18.1. This Contract is governed by and interpreted in accordance with the laws of England and Wales.

18.2. Any dispute arising in connection with this Contract will be subject to the exclusive jurisdiction of the courts of England and Wales.

19. Supporting Documents and Guidance

- 19.1. We may provide additional supporting documents to help explain aspects of the Services and how they are planned, delivered, and managed.
- 19.2. Where available, these documents can be accessed via links provided on our website or within our communications.
- 19.3. These documents do not form part of the Contract and are not legally binding.
- 19.4. Supporting documents may include, but are not limited to:
 - 19.4.1. [Variations Explained](#)
 - 19.4.2. [Workmanship Guarantee & Warranty Guide](#)
 - 19.4.3. [Initiation Fee Explanation](#)
 - 19.4.4. [Electrical Safety and Certification Guide](#)
 - 19.4.5. [Customer Supplied Materials Guide](#)
- 19.5. In the event of any conflict, these Terms & Conditions and the Quotation take precedence over any supporting documents.

Thank you

Thank you for taking the time to read these Terms & Conditions. Our aim is to make every project as straightforward, transparent, and stress-free as possible. If you have any questions about these Terms & Conditions or any aspect of our Services, please don't hesitate to get in touch before work begins.