## **MGH Electrical Services - Terms and conditions**

These Terms and Conditions ("Terms") govern the provision of electrical services by MGH Electrical Services ("we", "us", or "our") to Clients ("Client", "you", or "your"). By engaging our services, you agree to be bound by these Terms. If you have any questions, please don't hesitate to contact us.

## Information about MGH Electrical Services -

MGH Electrical Services is registered as a Sole Trader. We are not VAT registered.

Contact details - Address - 18 All Saints Green, Worlingham, Beccles, NR34 7RR

Telephone - 01502 349045

Email - office@mghelectricalservices.co.uk

**Application** - This Agreement applies comprehensively to all services rendered by MGH Electrical Services to its Clients throughout the United Kingdom, encompassing but not limited to electrical installation, maintenance, repairs, and associated tasks.

**Information Exchange** - MGH Electrical Services and the Client mutually commit to exchanging relevant information crucial for the effective provision of electrical services. This includes project requirements, technical specifications, site plans, access details, safety protocols, and any confidential information necessary for the successful completion of the project. Both parties agree to maintain confidentiality and use shared information solely to fulfil contractual obligations.

**Interpretation** - The terms and provisions contained within this Agreement shall be construed and interpreted in strict accordance with the laws and regulations governing electrical services in the United Kingdom. In the event of ambiguity or dispute, the interpretation shall prioritise adherence to statutory requirements and industry standards.

**Services** - MGH Electrical Services is dedicated to delivering a comprehensive range of electrical services tailored to the specific requirements agreed upon with the Client. All services provided by MGH Electrical Services adhere strictly to industry standards including BS7671 IET Wiring Regulations and best practices.

Client Obligations - The Client agrees to collaborate with MGH Electrical Services by providing access to premises, relevant information, and cooperation necessary for the timely and effective provision of electrical services. This encompasses disclosure of property details, including any existing electrical systems, safety hazards including asbestos or hazardous materials, or environmental considerations. Furthermore, the Client agrees to promptly notify MGH Electrical Services of any changes or developments that may impact the agreed-upon scope of work or project timelines.

**Fees and Deposit** - As part of the agreement, the client agrees to pay MGH Electrical Services a deposit equal to 50% of the estimated total fees for services rendered, as outlined in the quotation provided. This deposit is required before the commencement of work to secure the Client's booking and cover initial expenses. The remaining balance shall be payable upon completion of the agreed-upon services, following the payment terms outlined in this agreement.

**Quotation, Contract, and Variation** - Quotations provided by MGH Electrical Services are estimates based on the information available at the time of issuance and are subject to change based on a thorough assessment of the required work. The final contract is formed upon acceptance of the quotation by the Client. Any variations to the contract, including changes to the scope of work, specifications, or pricing, must be agreed upon in writing by both parties to ensure clarity, transparency, and mutual understanding.

**Payment -** Payment for services rendered by MGH Electrical Services shall be made following the agreed terms, with invoices payable within 7 days of receipt unless otherwise specified in writing. Accepted payment methods include bank transfer, PayPal, cash, or cheque. Failure to make timely payments may result in late fees or suspension of services until outstanding balances are settled.

Rescheduling - Clients may request to reschedule appointments by providing advance notice to MGH Electrical Services, preferably at least 48 hours before the scheduled appointment time. Approval of rescheduling requests is subject to availability and is at the discretion of MGH Electrical Services. A rescheduling fee may apply to appointments rescheduled less than 48 hours before the scheduled time, which will be communicated to the Client upon request. To request a rescheduling, Clients should contact MGH Electrical Services by phone or email, providing the desired new appointment time and date. Upon approval, MGH Electrical Services will confirm the rescheduled appointment and any applicable rescheduling fee in writing. If a rescheduled appointment is later cancelled by the Client, the cancellation terms outlined in this agreement will apply. In cases of emergencies or unforeseen circumstances, MGH Electrical Services may waive rescheduling fees at its discretion.

**Termination** - Either party may terminate this agreement by providing written notice in accordance with the cancellation terms and conditions below. Upon termination, both parties shall cooperate for a smooth transition, ensuring the return of property, transfer of necessary information, and settlement of any outstanding matters. Termination shall not affect any rights or obligations accrued before termination.

Cancellation by the Client -The Client reserves the right to cancel appointments before the scheduled appointment date. Cancellations made within 7 days of the appointment will result in a charge of 25% of the total estimated cost of services, as outlined in the provided quotation. Cancellations made less than 7 days before the appointment will incur a charge of 50% of the total estimated cost. In case of repeated rescheduling by the Client, a non-refundable deposit may be requested for future appointments.

Cancellation by the Company - MGH Electrical Services strives to honour all scheduled appointments. However, in exceptional circumstances where cancellation is necessary (e.g., unforeseen emergencies, or adverse weather conditions), we will make every effort to notify the Client as soon as possible. In the event of cancellation by us, the Client will not be liable for any cancellation fees, and we will endeavour to reschedule the appointment at the earliest mutually convenient time.

**Refunds** - Any cancellation fees incurred by the Client shall be deducted from any payments already made, and any remaining balance shall be refunded to the Client within 28 days of the cancellation. Refunds will be issued using electronic bank transfer.

**Communication** - All cancellations or requests for rescheduling must be communicated to MGH Electrical Services promptly by phone or email, using the contact details provided on the Company's website or in the appointment confirmation. Failure to provide timely notice of cancellation may result in the forfeiture of any deposit paid or the imposition of cancellation fees as outlined in this policy.

**Subcontracting** - MGH Electrical Services reserves the right to engage subcontractors for certain aspects of the services with the consent of the Client. Subcontractors will be carefully selected, vetted, and supervised to ensure quality, reliability, and compliance with contractual obligations. The Client will be informed in advance of any subcontracting arrangements and provided with relevant details as necessary.

**Intellectual Property** - Any intellectual property rights arising from the provision of services by MGH Electrical Services, including but not limited to designs, drawings, plans, specifications, and documentation, shall remain the property of MGH Electrical Services unless otherwise agreed in writing. The Client agrees not to reproduce, distribute, or disclose any proprietary information without the express consent of MGH Electrical Services.

Liability and Consumer Rights - MGH Electrical Services shall carry appropriate insurance and shall not be liable for any loss, damage, or injury arising from the provision of services, except where caused by negligence or wilful misconduct. Any statutory consumer rights afforded to the Client under UK law remain unaffected by this agreement. The Client agrees to indemnify and hold harmless MGH Electrical Services against any claims, liabilities, costs, or expenses arising from their failure to comply with the terms of this agreement.

**Data Protection** - MGH Electrical Services shall handle and protect personal data following the Data Protection Act 2018 and other relevant data protection laws and regulations. This includes ensuring the confidentiality, security, and lawful processing of personal data obtained in the course of providing services. Personal data will only be used for the purposes specified in this agreement and will not be disclosed to third parties without the explicit consent of the data subject.

**Force Majeure** - Neither party shall be liable for any failure or delay in performing its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, strikes, lockouts, acts of war, terrorism, or government restrictions. In the event of force majeure, the affected party shall promptly notify the other party of the circumstances and make reasonable efforts to mitigate the impact on service delivery.

**Communications** - All communications between the parties shall be conducted in writing or through agreed-upon electronic means, including email or secure messaging platforms. Verbal communications may be documented in writing for clarity and record-keeping purposes. Both parties agree to maintain open and transparent communication throughout the agreement, promptly addressing any concerns or issues as they arise.

**No Waiver -** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision herein. No waiver of any breach of this Agreement shall be construed as a continuing waiver or waiver of any other breach of the same or any other provision

**Severance** - If any provision of these Terms and Conditions is deemed invalid, unlawful, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from these Terms and Conditions and shall not affect the validity, legality, or enforceability of the remaining provisions. The parties shall make reasonable efforts to replace the invalid or unenforceable provision with a valid and enforceable provision that achieves, to the greatest extent possible, the intended commercial result of the original provision.

**Complaints** - MGH Electrical Services is committed to providing high-quality services to our Clients. If you are dissatisfied with any aspect of our services, please contact us as soon as possible to discuss your concerns. We take all complaints seriously and will make every effort to resolve them promptly and fairly.

**Laws and Jurisdiction -** This Agreement shall be governed by and construed by the laws of England and Wales. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.