MARK MANSFIELD (MM) CARPENTRY LTD

14392012

Terms & Conditions of Business
Version 2.0 – January 2026

1. Definitions
1.1 "The Company" refers to Mark Mansfield (MM) Carpentry Ltd (Company Number 14392012).
1.2 "The Customer" refers to the individual, company, organisation or representative instructing the Company to carry out works and/or supply materials.
1.3 Acceptance of any quotation, estimate, purchase order, invoice or commencement of works shall constitute acceptance of these Terms and Conditions.

2. Quotations
2.1 All quotations are valid for 30 days unless otherwise stated.
2.2 Quotations are based upon information available at the time of survey and may be subject to amendment should unforeseen circumstances arise.
2.3 Quotations do not include works not specifically stated unless agreed in writing.
2.4 Any verbal agreements must be confirmed in writing by the Company before being considered binding.

3. Variations and Additional Works
3.1 Any alteration, addition or variation to the agreed scope of works requested by the Customer may result in additional charges.
3.2 Wherever practical, costs for variations will be agreed before works proceed.
3.3 Where immediate action is required, the Company reserves the right to complete the variation and invoice accordingly.

4. Deposits and Stage Payments
4.1 Domestic projects require a deposit of 35% unless otherwise agreed.
4.2 Commercial projects, tenders and larger contracts may require a deposit of 40% together with stage payments.
4.3 Deposits secure labour, materials, scheduling and project allocation.
4.4 Deposits are non-refundable once materials have been ordered or works have commenced.

5. Payment Terms
5.1 Domestic works become due immediately upon Practical Completion and must be paid no later than 7 calendar days from the invoice date unless otherwise agreed in writing.
5.2 Commercial works shall be payable in accordance with the agreed quotation, purchase order or contract terms.
5.3 The Company reserves the right to request interim or stage payments for larger projects.
5.4 Materials may require payment in full prior to installation.
5.5 Final invoices must be settled within the agreed payment period shown on the invoice.

6. Late Payment
6.1 The Company reserves the right to charge interest on overdue accounts at 8% above the Bank of England Base Rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
6.2 The Company reserves the right to recover all reasonable debt recovery costs incurred in pursuing unpaid accounts.
6.3 Any costs associated with debt collection, legal proceedings or enforcement action shall be recoverable from the Customer.

7. Retention of Title
7.1 Ownership of all materials, goods and products supplied shall remain with the Company until full-payment has been received.

8. Access and Site Conditions

8.1 The Customer shall provide reasonable access to the property and working areas during agreed working hours.

8.2 Delays caused by restricted access, unavailable services, incomplete preparatory works, third-party contractors or Customer actions may result in additional charges.

8.3 Any unforeseen defects or hidden issues discovered after commencement shall be treated as a variation.

9. Programme and Delays

9.1 Completion dates are estimates only.

9.2 The Company shall not be liable for delays caused by adverse weather, supplier delays, material shortages, utility failures, illness, accidents, government restrictions or third-party contractor delays.

10. Defects and Customer Notification

10.1 Any alleged defects must be notified in writing within 14 days of discovery.

10.2 The Customer shall provide the Company with reasonable opportunity to inspect and rectify any alleged defect before appointing others.

11. Workmanship Guarantee

11.1 All workmanship carried out by the Company is guaranteed for a period of 6 months from the date of Practical Completion.

11.2 Manufacturer warranties remain the responsibility of the relevant manufacturer and shall apply separately.

11.3 This guarantee does not cover fair wear and tear, accidental damage, customer misuse, lack of maintenance, water ingress from unrelated defects, movement or settlement of buildings, or alterations carried out by others.

11.4 Kitchen units, appliances, worktops, flooring, doors, windows and specialist products remain subject to manufacturer warranties where applicable.

11.5 Any alleged defects must be reported in writing within 14 days of becoming apparent and within the 6-month guarantee period.

12. Cancellation

12.1 Cancellation within 7 days of commencement may result in charges for materials, labour allocated, subcontractor costs and an administration charge of up to 25% of the contract value.

12.2 Where works have commenced, payment shall be due for all works completed up to the cancellation date.

13. Revisit Charges

13.1 Where the Company is required to revisit a site due to matters beyond its control, a revisit charge may apply.

14. Obstructed Visits

14.1 If operatives attend site and are unable to carry out works due to reasons outside the Company's control, a full day rate may be charged.

15. Damage and Making Good

15.1 Unless specifically included within the quotation, redecorating, plastering repairs, flooring repairs, landscaping and ancillary reinstatement works are excluded.

16. Photographs and Marketing

16.1 The Company reserves the right to take photographs before, during and after completion for quality assurance, warranty and marketing purposes.

17. Health & Safety

17.1 The Company shall comply with all relevant Health & Safety legislation applicable to the works.

18. Limitation of Liability

18.1 The Company's liability shall be limited to the value of the works carried out.

18.2 The Company shall not be liable for indirect or consequential losses beyond its control.

19. Dispute Resolution

19.1 Both parties agree to attempt to resolve disputes amicably before commencing legal proceedings.

19.2 These Terms and Conditions shall be governed by the laws of England and Wales.

20. Acceptance

20.1 Acceptance of any quotation, estimate, purchase order, invoice, deposit request or commencement of works shall be deemed acceptance of these Terms and Conditions in full.

PLEASE KEEP THIS DOCUMENT SAFE

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