

Marks Electrical Limited

Terms and Conditions effective from 4 August 2026

These terms and conditions (the "Terms") apply to the order by you and supply of the goods specified in your order (the "Goods") by us to you (the "Contract"). No other terms are implied by trade, custom, practice or course of dealing.

Information about us and how to contact us

1.1 - We are Marks Electrical Limited, a company registered in England and Wales. Our company registration number is 04463433 and our registered office is at Marks Electrical Ltd., 4 Boston Rd, Leicester, LE4 1AU. Our registered VAT number is 425 1563 14.

1.2 - You can contact us by telephoning our customer service team at [0116 2 515 515](tel:01162515515) or by writing to us at Marks Electrical Ltd., 4 Boston Rd, Leicester, LE4 1AU.

Prices

2.1 - All prices are shown in £ sterling and include VAT but exclude any delivery and credit card transaction charges.

2.2 - We reserve the right to change any advertised prices at any time.

2.3 - The price you pay is the price displayed on the website or the order form at the time we receive your order, except in the instance where an error has occurred with the price shown on the website.

2.3.1 - Please note that prices go up and down on a daily basis.

2.3.2 - When placing an order you are purchasing the Good(s) at the price(s) shown at that time.

2.3.3 - Should a price subsequently change after your order has been processed and delivery has been arranged, we are unable to adjust your order to the new price.

2.4 - In the event that an error is discovered with the price of any Goods you have ordered:

2.4.1 - We will inform you as soon as we can whereupon we will give you the option of amending your order at the correct price or cancelling it.

2.4.2 - If you cancel your order and have already paid for the Goods we will give you a full refund.

2.4.3 - In the event that we are unable to contact you we will cancel the order and refund you any sums you have paid.

Payment

3.1 - Payment can be made by most major credit cards (except Diners Club cards). We also accept any debit card and PayPal.

3.2 - We also have other payment methods which are subject to acceptance with Klarna, Clearpay, Frasers Plus, PayPal Credit.

3.3 - Full payment for your Goods is taken when a new order is created unless we confirm otherwise (only applicable to non-finance purchases).

3.4 - We do not give out paper invoices. We will email an order summary to you if you have given us an email address.

3.5 - Voucher codes are occasionally issued by Marks Electrical. See our [Discount Vouchers](#) page for voucher specific terms and conditions.

3.6 - Payments made using a corporate card through Super may be subject to an additional surcharge. Where applicable, this surcharge is applied by Super and will be shown before the payment is completed. This surcharge does not apply to customers using non-corporate cards.

Availability

4.1 - All Goods are subject to availability and may be changed at any time.

4.2 - If your order cannot be fulfilled you will be offered an alternative or given a full refund.

4.3 - If an order is received for a discontinued product we will automatically provide you with the up-to-date equivalent, providing it is available and the same price as the discontinued model. If this is not the case we will contact you.

Placing an order and its acceptance

5.1 - Please follow the onscreen prompts to place an order when ordering online or the process explained by our agent if ordering over the phone. Each order is an offer by you to buy the Goods subject to these Terms.

5.2 - Our online order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order and any specification submitted by you is complete and accurate.

5.3 - After you place an order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 5.4.

5.4 - Our acceptance of your order takes place when we send an email to you confirming that we have accepted your order, at which point the Contract between you and us will come into existence.

5.5 - If we are unable to supply you with the Goods or have to cancel your order for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Goods, we will refund you the full amount including any delivery costs charged as soon as possible and this will be your sole remedy as a result of the cancellation.

Delivery and installation

6.1 Delivery

6.1.1 - Once your order has been processed, we will contact you with an estimated delivery date. We always endeavour to deliver on the delivery date but occasionally our delivery to you may be affected by an Event Outside Our Control. See Clause 10 below for our responsibilities when this happens.

6.1.2 - We will only deliver to ground floor properties (unless a lift is available); this can include a maximum of 4 steps. Certain products may be delivered up or down a flight of stairs at additional cost. Call us to find out if the items you require can be delivered in this way.

6.1.3 - Whilst our own drivers are happy to wheel your product into an unobstructed room of your choice, it is your responsibility to protect any floor coverings, doors and door frames to prevent damage while the products are being situated in the property. We cannot be held responsible for any damage incurred as a result of your failure to take reasonable precautions of this type.

6.1.4 - Delivery is complete once the Goods have been unloaded at the address for delivery set out in your order and the Goods will be at your risk from that time.

6.1.5 - You own the Goods once we have received payment in full, including of all applicable delivery charges.

6.2 - We will not be liable to the extent that any failure to deliver was caused by an Event Outside Our Control, or because you refused to accept delivery, did not have anyone at the delivery address to accept delivery, or failed to provide adequate delivery instructions or any other instructions that are relevant to the supply or delivery of the Goods.

6.3 - If you fail to take delivery within 10 days after the day on which we notified you that the Goods were ready for delivery, we may cancel your order, refund the amount you paid (less any failed delivery charges) and sell the Goods to another customer.

6.4 - Failed delivery charges (see the Table of Charges in Clause 7.1 below) may be applied in the event that a delivery fails including (without limitation) as a result of any of the following reasons:

6.4.1 - You cancel the order after the point at which the Goods have been loaded for delivery at our warehouse;

6.4.2 - You provide insufficient/incorrect contact details or an incorrect delivery address thereby resulting in our inability to contact you or otherwise make a successful delivery;

6.4.3 - You refuse delivery upon arrival of our delivery vehicle;

6.4.4 - There is no-one at the delivery address to accept delivery. You must ensure that you can be available all day on your chosen day of delivery; or

6.4.5 - There are parking restrictions or other access problems (e.g. stairs or narrow doorways) which you failed to notify our telesales operators of. By booking your own delivery date at the checkout you are agreeing that there are no such access or parking restrictions which we should be aware of.

6.4.6 - We will not leave goods unattended outside a property or with a note on the door. Delivery will only be made to someone present at the address with access inside. If no one is available, delivery will be unsuccessful and redelivery charges may apply.

6.5 Installation

6.5.1 - We offer an installation service in some areas. Please see our [installation terms and conditions](#) for more details about this service.

6.5.2 - If a connection fails because you did not inform of us of any reason why it may not be successful or because you did not comply with the requirements set out in the installation terms and conditions we reserve the right to make a failed connection charge (see Table of Charges in Clause 7.1 below).

6.6 Additional Services

6.6.1 - If requested we will collect old appliances for recycling on a like-for-like basis when we deliver your new item(s). We make a charge for this service to cover collection and transportation.

6.6.2 - Additional services which have been ordered but are then declined upon delivery are non-refundable, as we allocate space for these services on our delivery vehicles. This includes 'Old Product Collection', 'Unwrap and Remove Packaging' and 'Bulky Item Delivery' services.

Return and refunds

NOTHING IN THIS RETURN AND REFUNDS POLICY AFFECTS YOUR STATUTORY LEGAL RIGHTS.

7.1 Table of Charges

We reserve the right to make the following charges but only if you are at fault or you to choose to cancel your order and return your item after the 14 day period set out at clause 7.3.1. We will also not apply these charges if we are at fault or the item is damaged or faulty and clause 7.2 applies.

	Standard Items	Large Items (American refrigeration, range cookers, TVs over 65")
Re-delivery	£40 per item	£75 per item
Cancellation after receipt of goods (Collection charge)	£100 per item	£175 per item
Failed installation/connection (Call out charge)	100% of the connection charge per appliance	100% of the connection charge per appliance

« Swipe to see the whole table »

7.2 Damaged or faulty goods

7.2.1 - Should you discover a fault with products that you have received you should contact us as soon as reasonably possible. Our friendly customer service team will be happy to support you by either using online chat or visiting our [damaged or faulty item page](#). Do not attempt to repair the product yourself. We do not cover accidental damage caused by the customer.

7.2.2 - If the fault is found within 30 days of delivery or installation (where we are providing installation services), you are entitled to a full refund or exchange (subject to stock availability). If a fault is discovered after 30 days but within the guarantee period of your product, you can contact us or the product manufacturer, who will assist with your issue.

7.2.3 - We want all of our products to reach the customer undamaged, in brand new condition and we do our very best to ensure this is the case. However, if any of our customers note any damage to our products on delivery, we encourage customers to ensure that damage is reported to our customer service team as soon as reasonably possible and ideally within 48 hours. To ensure you are able to obtain a full refund for a damaged item you should not start to use it or install or input any data/software.

7.3 Unwanted item

7.3.1 - You can choose to cancel your order and return your item within 14 days (starting from the day after the item is delivered). Products should be returned as new and where possible, in their original packaging. If you have unwrapped the product yourself and you no longer have the original packaging, you may only be eligible for a partial refund. If the product has been used, you may not be eligible for a refund, unless it is faulty (see 7.2).

7.3.2 - Please do not return any products to us until you have discussed your return with a customer service representative and your return has been confirmed.

7.3.3 -

Small appliances, coffee machines, floorcare

If you wish to return a small product by your own means (at your own cost), we generally only accept DPD as a return courier. Please note that if you use any other courier, you may not receive a refund. If you would like us to collect the product ourselves we will charge a £35 collection fee. Note, if you are purchasing a new product or exchanging your product, we may reduce these collection charges.

Large or extra-large appliances

We will charge you the direct cost to us of collection, which is £100 per item for larger washing machine size products, or £175 for extra large products such as range cookers and American fridge freezers. Note, if you are purchasing a new product or exchanging your product, we may reduce these collection charges.

7.3.4 - You have a duty of care while the products are in your possession, and we reserve the right to charge you for any damage that may have occurred during this period.

7.4 Cancelling an order

7.4.1 - To cancel your order, please fill out our [Order queries](#) form and a member of our team will assist you.

7.4.2 -

Late cancellation charge

If you cancel your order after 4:00pm, the day prior to delivery, or on the day of delivery itself, you will be charged a late cancellation fee of £40 per item. This charge also applies where delivery cannot be completed due to reasons outlined in section 6.4.

7.5 Returns

	Standard Items (Collection charge)	Large Items (Collection charge) (American refrigeration, range cookers, TVs over 65")
Within 14 days Boxed / Unboxed but unused	£100 per item	£175 per item

« Swipe to see the whole table »

7.5.1 - If products have been used or installed you may not be eligible for a refund, unless there is a clear fault with the product.

7.6 Exchange

	Standard Items (Collection charge)	Large Items (Collection charge) (American refrigeration, range cookers, TVs over 65")
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Within 14 days Boxed / Unboxed but unused	£50 per item	£75 per item
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« Swipe to see the whole table »

7.6.1 - If products have been used or installed you may not be eligible for an exchange, unless there is a clear fault with the product.

7.7 Faulty or damaged

Faulty or damaged products within 30 days	Exchange	No charge
	Return	No charge

« Swipe to see the whole table »

Accuracy of product information

All product information shown on the website is believed to be correct and accurate from the source material (i.e. manufacturer's documentation). However we regret that we cannot be held responsible for any errors or omissions in the source material.

Manufacturer guarantee and extended warranties

9.1 - Unless we notify you otherwise, all Goods carry a minimum 12 months' parts and labour guarantee issued by the manufacturer which is subject to provisions that the appliance:

9.1.1 - Has been used solely for domestic purposes and is on domestic premises; i.e. not for commercial or trade use.

9.1.2 - Has been used solely in accordance with the instruction book.

9.1.3 - Has not been subject to misuse, accident, modified or repaired by anyone other than the manufacturer's service engineers.

9.2 - Any appliance which has a guarantee over 12 months must be registered within 28 days of receipt to qualify for any additional years' cover.

9.3 - We offer extended 5-year warranties which cover parts and labour which can be purchased through the website or over the telephone.

9.3.1 - These are underwritten by UK General Insurance Services and administered by Corporate Support Solutions.

9.3.2 - Please refer to the [warranty terms and conditions](#) for further information.

Events outside our control

10.1 - We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control including:

10.1.1 - acts of God, flood, drought, earthquake or other natural disaster;

10.1.2 - epidemic or pandemic;

10.1.3 - terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

10.1.4 - nuclear, chemical or biological contamination or sonic boom;

10.1.5 - any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

10.1.6 - collapse of buildings, fire, explosion or accident;

10.1.7 - any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);

10.1.8 - non-performance by suppliers or subcontractors; and

10.1.9 - interruption or failure of utility service.

(an "Event Outside Our Control").

10.2 - If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

10.2.1 - we will contact you as soon as reasonably possible to notify you; and

10.2.2 - our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

10.3 - You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you will return at your cost any relevant unused Goods you have already received and we will refund the price you have paid for the Goods.

Data security

11.1 - We will use the personal information you provide to us:

11.1.1 - to supply the Goods to you;

11.1.2 - to process your payment for the Goods;

11.1.3 - to identify you in the future should you need to contact us regarding your purchase;

11.1.4 - to notify you in the unlikely event of a manufacturer's safety notice or product recall;

11.1.5 - if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

Please refer to our [privacy policy](#) for further information.

11.2 - We will comply with the applicable data protection laws in the UK when processing any personal data which you provide to us.

Communications between us

12.1 - When we refer to "in writing" in these Terms, this includes email.

12.2 - Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered by hand, sent by pre-paid first class post or other next working day delivery service, or email.

12.3 - A notice or other communication is deemed to have been received:

12.3.1 - if delivered by hand, at the time the notice is left at the proper address;

12.3.2 - if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or

12.3.3 - if sent by email, at 9.00 am the next working day after transmission.

12.4 - In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an email, that the email was sent to the specified email address of the addressee.

12.5 - The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

Assignment and transfer

You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

Variation

We reserve the right to amend these Terms wherever we deem it appropriate or necessary provided this does not affect any statutory rights you may have as a Consumer.

Waiver

If we do not insist that you perform any of your obligations under the Contract, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we do waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.

Governing law and jurisdiction

This Contract is governed by English law and any disputes will be subject to the exclusive jurisdiction of the English courts.

Statements of compliance for connectable products

The UK's consumer connectable product security regime came into effect on 29 April 2024 and is intended to make consumer connectable products (e.g. WiFi enabled) more secure against cyberattacks by setting minimum security requirements. All new connectable products must be accompanied by a Statement of Compliance (SoC) from the manufacturer, certifying that the product complies with security requirements set out in the Product Security and Telecommunications Infrastructure (PSTI) Bill.

If you would like a copy of the SoC for any connectable product purchased from us after 29th April 2024, please contact psti@markselectrical.co.uk with your order details (order number and item purchased). We will email you back with a copy of the relevant SoC for your product.

How to make a complaint

Here at Marks Electrical we do everything we can to ensure our customers get the best products and highest level of customer care and service possible. However, from time to time, we may not get this right on the first occasion and if you're not completely happy with your experience, we want to hear about it so we can make amends.

When this happens we want to:

- Make it easy for you to tell us what went wrong;
- Give your complaint the attention it deserves;
- Resolve your complaint fairly without delay; and
- Make sure you are satisfied with how your complaint was resolved.

How and where to complain

If you are not satisfied with any aspect of our service or products you have received, you can raise a complaint in the following ways:

- Telephone our helpful customer service team on [0116 2 515 515](tel:01162515515) Mon-Fri: 9am - 2pm
- Emailing us at complaints@markselectrical.co.uk
- Writing to us at:
Marks Electrical Ltd.
4 Boston Rd
Leicester
LE4 1AU

Resolution

We aim to respond to complaints within 48 hours of receiving the initial contact. Sometimes there can be delays with resolutions whilst we co-ordinate with manufacturers and third parties to ensure the best possible outcome for you, however we will keep you informed during this process. We may request additional information from yourselves, including images. To enable us to deal with your complaint as efficiently as possible, please reference your order number when you contact us.

Financial Ombudsman

Should we resolve your complaint by eight weeks, we will write to you with a final response letter detailing our findings. If we are unable to provide a final response at this time, we will send a letter detailing why there has been a delay and confirm when we expect to send you a final response.

In the unlikely event, you are still dissatisfied and your agreement is regulated by the FCA, you are entitled to refer your complaint to the Financial Ombudsman Service free of charge. This should be done straight away, but must be within six months from the date of our final response.

Further information regarding the Financial Ombudsman Service can be found on their website at www.financial-ombudsman.org.uk.

Trade Orders

The following terms and conditions shall replace the appliance numbered terms and conditions above if the customer is purchasing the goods in the course of a trade, profession or business.

Payment

[...]

3.3 - Full payment for your Goods is taken when a new order is created unless we confirm otherwise. We may ask you to pay a deposit to secure your order with the full balance due before the Goods are delivered to you. You agree that your deposit may be retained by us and offset against any cancellation or re-stocking charges you may owe to us pursuant to Clause 7.

Placing an order and its acceptance

[...]

5.4 - Our acceptance of your order takes place when we send the email to you to accept it, at which point the Contract between you and us will come into existence.

Return and refunds

7.1 Damaged or faulty goods

7.1.1 - Should you discover a fault with products that you have received you should contact us as soon as reasonably possible. Our friendly customer service team will be happy to help and talk you through your options, via online chat or telephone on [0116 2 515 515](tel:01162515515). Do not attempt to repair the product yourself, we do not cover accidental damage caused by the customer.

7.1.2 - If the fault is found within 30 days of purchase, you are entitled to a full refund or exchange (subject to stock availability). If a fault is discovered after 30 days but within the guarantee period of your product, you should contact the product manufacturer, who will assist with your issue.

7.1.3 - We want all of our products to reach the customer undamaged, in brand new condition and we do our very best to ensure this is the case. However, if any of our customers note any damage to our products on delivery, we give a 48-hour window for the damage to be reported to our customer service team. To obtain a full refund for a damaged item you must not start to use, install or input any data/software.

7.2 - Subject to our written agreement and the payment of a re-stocking charge (which is 25% of the purchase price of the Goods) by you, the Goods may be returned at your expense within 7 days of delivery.

7.3 - For the avoidance of doubt, and subject to Clauses 2.4 and 1A.2 (where applicable), cancellation rights do not apply for sales to trade, business or profession. If we do accept the cancellation of an order (in whole or in part), we reserve the right to charge you a cancellation charge (which is 25% of the purchase price of the Goods).

Quality

9.1 - We are a re-seller and not a manufacturer of the Goods. In this respect and to the fullest extent permissible by law, we are unable to offer any express warranties of any kind whatsoever in respect of the Goods.

9.2 - Save to the extent that any exclusion or restriction of liability may be prohibited by statute, all implied warranties relating to the Goods (statutory or otherwise) including (without limitation) any warranties relating to quality or fitness for a particular purpose, shall be fully excluded.

9.3 - The Goods may be sold with a manufacturer's warranty, details of which shall be dispatched with the Goods.

9.4 - Goods which are found to be defective following delivery shall be dealt with by the you in accordance with any subsisting manufacturer's warranty. For the avoidance of doubt, this may mean that the Goods are repaired as opposed to replaced and must be returned directly to the manufacturer as opposed to us.

9.5 - All products purchased from us are supplied with the standard manufacturer's warranty. The warranty is valid for domestic use only and not covered for the event of use within a commercial environment.

The following additional terms and conditions shall apply if the customer is purchasing the goods in the course of a trade, profession or business.

Our liability to you

1A.1 - References to liability in this clause 1A include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

1A.2 - Nothing in these Terms limits or excludes our liability for:

1A.2.1 - death or personal injury caused by our negligence;

1A.2.2 - fraud or fraudulent misrepresentation;

1A.2.3 - breach of the terms implied by section 12 of the Sale of Goods Act 1979 (Title and Quiet Possession); or

1A.2.4 - any other liability that cannot be limited or excluded by law.

1A.3 - Subject to clause 1A.2, we will under no circumstances be liable to you for:

1A.3.1 - any loss of profits, sales, business, or revenue;

1A.3.2 - loss or corruption of data, information or software;

1A.3.3 - loss of business opportunity;

1A.3.4 - loss of anticipated savings;

1A.3.5 - loss of goodwill;

1A.3.6 - export or taxation charges for movement of Goods outside of the UK; or

1A.3.7 - any indirect or consequential loss.

1A.4 - Subject to clause 1A.3, our total liability to you for all losses arising under or in connection with the Contract will in no circumstances exceed 100% the price of the Goods.

1A.5 - Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.

Termination

2A.1 - Without limiting any of our other rights, we may suspend the supply or delivery of the Goods to you, or terminate the Contract without liability to you and with immediate effect by giving written notice to you if:

2A.1.1 - you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 30 days of you being notified in writing to do so;

2A.1.2 - you fail to pay any amount due under the Contract on the due date for payment;

2A.1.3 - you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or

2A.1.4 - your financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

Model cancellation form

To Marks Electrical Ltd., 4 Boston Rd, Leicester, LE4 1AU

I hereby give notice that I cancel my contract of sale of following Goods [insert description of the Goods bought].

Ordered on [insert date]/received on [insert date].

Name:

Address:

Customer signature:

Date: