

Application and Entire Agreement

1. These terms and conditions apply to the provision of services and/or goods detailed in our quotation by Unwins Engineering Services Ltd a company registered in England and Wales under number 10207456 whose registered office is 1 Riverside, Market Rasen, Lincolnshire, LN83ST
2. You are deemed to have accepted these terms and conditions from when you accept our quotation or from the date of performance/acceptance of the services and/or goods (whichever happens first) and these terms and conditions, and our quotation(the contract) are the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise, or representation made or given by or on our behalf. These conditions apply to the contract to the exclusion of any terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Interpretation

1. A 'business day' means any day other than a Saturday, Sunday or bank holiday in England and Wales.
2. The headings in these term and conditions are for convenience only and will not affect interpretation.
3. Words imparting the singular include the plural and vice-versa.

Quotations

1. Due to fluctuating market prices all quotations are valid for a maximum of 14 days.

Goods

1. The description of goods is set out in our sales documentation, unless expressly changed in our quotation. In accepting the quotation you acknowledge that you have not relied upon any statement, promise or other representations about the goods by us. Descriptions of the goods set out in our sales documentation are intended as a guide only.
2. We can make any changes to the specification of the goods which are required to conform to any applicable safety or other statutory or regulatory requirements.

Services

1. We warrant that we will use reasonable care and skill in our performance of the services which will comply with the quotation, including any specification in all material respects. We can make any changes to the services which are necessary to conform to any applicable safety or other statutory or regulatory requirements and will notify you if we deem it to be necessary to do so.
2. We will use all reasonable endeavours to complete the services within the agreed time or as set out in the quotation; however time shall not be of the essence in the performance of our obligations.
3. All of these terms and conditions apply to the supply of any goods or services unless we specify otherwise.

Your Obligations

1. You must obtain any permissions, consents, licenses, or otherwise that we need and must give us with access to any and all relevant information, materials, properties and any other matters which we need to provide the services.
2. If you do not comply with the above clause, we reserve the right to terminate the contract/agreement at any time.
3. We are not liable for any delay or failure to provide services if this is caused by your failure to comply with the provisions in this section.

Fees

1. The fees for the goods or services are set out in the quotation and are on a time and materials basis.
2. In addition to the fees we reserve the right to recover from you; a) reasonable incidental expenses including but not limited to, travelling expenses, hotel costs, sustenance and any associated expenses, b) the cost of services provided by third parties required by us for the performance/provision of the services/goods.
3. You must pay us for any additional services/goods provided by us that are not specified in the quotation in accordance with our the current, applicable rate in effect at the time of performance or such other rate as may be agreed by us. The provision of the above clause also apply to these additional servies.

4. The fees are applicable of any VAT and other taxes or levies which are imposed or charged by any competent authority.

Cancellation and amendment.

1. We can withdraw, amend or cancel a quotation if it has not been accepted within 14 days from the date of quotation.

2. Either we or you can cancel or amend an order for goods or services, prior to acceptance of the quotation.

3. If you want to amend any details of services or goods, you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the fees and invoiced to you.

4. If, due to circumstances beyond our control, including those set out in the clause below (circumstances beyond our control), we have to make any changes to the services or goods provided, we will notify you immediately. We will use reasonable endeavours to keep changes to a minimum.

5. If a quote has been accepted either verbally, in writing or by the issuing of a purchase order number by the purchasing party, and is subsequently subject to a wish to cancel or amend the order, then we reserve the right to reject this request. Unwins Engineering reserve the right to invoice, in full in accordance with the quotation, any orders subject to a cancellation after acceptance of a quotation.

Payment

1. We will invoice you for the payment of fees either:

a) On or at any time after delivery of goods.

b) Where the goods are to be collected by you or where you wrongfully do not take delivery of the goods, at any time after we have notified you that the goods are ready for collection or we have tried to deliver them.

c) When we have completed the services.

d) On the invoice date set out in quotation.

2. You must pay the fees within 14 days of the date of invoice or in accordance with credit terms

set out between us.

3. Time for payment shall be of the essence of the contract.
4. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 8% per annum above the base lending rate of the Bank of England on the amount outstanding until payment is received in full.
5. All payments due under these terms and conditions must be made in full without any deduction or withholding payment of any such amount in whole or in part.
6. If you do not pay within the time period we reserve the right to suspend any further provision of goods or services and cancel any future services or goods which have been ordered by, or otherwise arranged, by you.
7. Receipts for payments will be issued by us at your request only.
8. All payments are to be made in GBP unless otherwise agreed by us.

Acceptance of Goods

1. Please take care to inspect all goods before accepting the delivery as once the delivery has been made, we take this so as to mean that you have accepted in full the goods and or services provided and agree to the terms in sub-section 'payment'.
2. Once goods have been accepted in the above manner Unwins Engineering take no responsibility for any discrepancies from the order placed as we are unable to retain full control of the goods past this point.

Sub-Contracting and assignment

1. We can at any time assign, transfer, charge or subcontract or deal in any other manner with all or any of our rights under these terms and conditions and can subcontract or delegate in any manner any or all of our obligations to any third party.
2. You must not, without prior written consent, assign, transfer, charge or subcontract or deal in any other manner with all or any of your rights under these terms and conditions.

Termination

1. We can terminate the provision of services and/or goods if you:
 - a) Commit a material breach of your obligations under these terms and conditions.
 - b) Fail to pay any amount due under the contract on the due date for payment.
 - c) Are or become, in our reasonable opinion, or are about to become, the subject of a bankruptcy order take advantage of any other provision for the relief of insolvent debtor.
 - d) Enter in a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors.
 - e) Convene any meeting of your creditors, enter into a voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder(as defined in para.14 of Schedule B1 of the Insolvency Act 1986) a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to re commenced relating to your insolvency or possible insolvency.

Intellectual property

1. We reserve all copyright and any other intellectual property rights which may subsist in the goods supplied or the provision of services. We reserve the right to take appropriate action to restrain or prevent the infringement of such intellectual properties.

Liability and indemnity

1. Our liability under these terms and conditions, and in breach of statutory duty, and in TORT or misrepresentation or otherwise, shall be limited as set out in this clause.
2. The total amount of our liability is limited to the total amount of fees payable by you under the contract.
3. We are not liable (whether caused by our employees, agents or otherwise) in connection with the provision of goods or performance of services or the performance of any of our other obligations under these terms and conditions or the quotation for:
 - a) Any indirect, special or consequential loss, damage, costs or expenses.
 - b) And loss of profits, loss of anticipated profits, loss of business, loss of data, loss of reputation or goodwill, business interruption, or other third-party claims.

- c) Any failure to perform our duties due to circumstances out of our control.
- d) Any losses caused directly by any failure or your breach of your obligations.
- e) Any losses arising directly or indirectly, from your choice of service or goods and how they will meet your requirements or your use of the service or any goods supplied.

4. You must indemnify us against all damages, costs, claims, and expenses suffered by us arising from any loss or damage caused to any equipment (including that belonging to third parties) caused by you or your agents or employees.

5. Nothing in these terms and conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

Data protection

1. When supplying services/goods to the customer, we reserve the right to gain access to and or acquire the ability to transfer, store or process the personal data of employees of the customer.

2. The parties agree that where such processing of personal data takes place, the customer shall be the 'data controller' and we shall be the 'data processor' as defined by the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time-time.

3. For the avoidance of doubt, all terminology used in this clause shall have the same meaning as in the GDPR.

4. We shall only process personal data to the extent reasonably required for us to be able to supply goods or services as mentioned in these terms and conditions or as requested by the customer, shall not retain any personal data longer than necessary for the processing and refrain from processing any personal data for its own or any third party's purposes.

5. We shall not disclose personal data to any third parties other than employees, directors, sub-contractors, or advisors on a 'need to know' basis, and only under the same or more extensive conditions set out in these terms and conditions, or to the extent of applicable legislation and or regulations.

6. We shall implement and maintain technical and organisational security measures as are required to protect personal data processed by us on behalf of the customer.

Circumstances beyond our control.

1. Neither party is liable for any failure or delay in performing our obligations where such failure results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to; Power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, snow, earthquakes, terrorism, war, government action or any other event beyond control of the party in question. If the delay continues for more than 90 days then, either of us may terminate or cancel the services to be carried out under these terms and conditions.

Communications

1. All notices under these terms and conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that company)
2. Notices shall be deemed to have been duly given:
 - a) When delivered, if delivered by courier or other messenger(including registered mail) during the normal business hours of the recipient.
 - b) When sent, if transmitted by fax or email and if successful transmission report is generated.
 - c) On the fifth business day from sending if sent by national ordinary mail
 - d) On the tenth business day from sending if sent by airmail.
3. All notices under these terms and conditions must be addressed to the most recent address, email address or fax number notified to the other party.
4. No liability for non-delivery will be accepted by us if you fail to keep us up to date with such addresses.

No waiver

1. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that or any other right or remedy nor stop further exercise of any other right or remedy.

Severance

1. If one or more of these terms and conditions are found to be unlawful/invalid or otherwise, that/those provisions will be deemed severed from the remainder of these terms and conditions, which will remain valid and enforceable.

Law and jurisdiction

1. This agreement shall be governed by and interpreted in accordance with the law of England and Wales and all disputes arising under the agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.