



ENGINEERING SERVICES (SOUTH WEST) LTD

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Industrial Boiler Installations & Maintenance Specialist, Control Systems, Metering & Fluid Control

CONDITIONS OF SALE AND SUPPLY BUSINESS CUSTOMERS ONLY | UK

These Conditions apply only where the Customer is acting in the course of a business. They form part of every quotation, order and contract with Engineering Services (South West) Ltd unless expressly varied in writing by an authorised representative of the Company.

1. DEFINITIONS

1.1 "Company" means Engineering Services (South West) Ltd (ESSW), company number 03577690, and any trading division of that company. "Customer" means the person, firm, company or other business entity purchasing Goods and/or Services from the Company. "Contract" means the contract between the Company and the Customer incorporating the Quotation, accepted Order and these Conditions. "Goods" means any goods, equipment, materials or components supplied by the Company. "Services" means any installation, maintenance, repair, testing, commissioning, engineering or other services supplied by the Company.

1.2 The Customer warrants that it is entering into the Contract wholly or mainly for purposes relating to its trade, business, craft or profession and not as a consumer.

2. BASIS OF CONTRACT AND PRIORITY OF TERMS

2.1 These Conditions apply to all quotations, tenders, orders and Contracts for the sale or supply of Goods and/or Services by the Company and prevail over any terms contained in or referred to in the Customer's purchase order, acceptance, correspondence or other document unless the Company expressly agrees otherwise in writing.

2.2 A quotation is an invitation to treat and may be withdrawn before acceptance. No order is binding on the Company until accepted in writing, work has commenced, or Goods have been despatched. Where documents conflict, the following order of priority applies: (a) any written special terms in the Company's Quotation; (b) these Conditions; and (c) the Customer's order, but only to the extent expressly accepted by the Company.

3. QUOTATIONS, PRICES AND VAT

3.1 Unless stated otherwise, quotations are valid for 30 days from their date. Prices are based on labour, materials, transport, exchange rates and other costs prevailing at the quotation date. Orders accepted within that period are fixed price only to the extent expressly stated in the Quotation.

3.2 Prices exclude VAT and any other applicable tax, duty, carriage, packaging, specialist lifting, access equipment, permits or third-party charges unless expressly included. VAT will be charged at the prevailing rate. Clerical, typographical and obvious pricing errors may be corrected by the Company.

4. PAYMENT AND CREDIT

4.1 Credit facilities are subject to the Company's approval and may be reduced or withdrawn at any time. Unless the Quotation states otherwise, invoices are due for payment by the last day of the month following the month of invoice. The Company may require deposits, stage payments, pro-forma payment or payment before despatch.

4.2 If any sum is overdue, the Company may suspend Services, withhold or postpone deliveries, withdraw credit and require all outstanding sums under any Contract with the Customer to become immediately due, without prejudice to any other right or remedy.

4.3 The Company reserves the right to claim statutory interest, fixed compensation and reasonable recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 and associated legislation. The Customer shall pay all sums without set-off, counterclaim, deduction or withholding except as required by law.

5. DESCRIPTION, TECHNICAL INFORMATION AND SUITABILITY

5.1 Catalogues, drawings, illustrations, weights, dimensions, capacities, performance data and verbal statements are approximate unless expressly incorporated into the Contract. The Company may make changes that do not materially affect performance, safety or quality.

5.2 The Customer is responsible for ensuring that information supplied to the Company is complete and accurate and that the Goods and Services are suitable for the Customer's intended application, except where the Customer has expressly notified that purpose in writing and has reasonably relied on the Company's written recommendation.

6. GOODS WARRANTY AND SERVICES STANDARD

6.1 Subject to clause 12, the Company will, at its option, repair, replace or refund the price of Goods which, within 12 months of delivery, are shown to have been defective in materials or workmanship when used correctly for their intended purpose. This warranty does not cover fair wear and tear, misuse, incorrect installation by others, unauthorised alteration, abnormal operating conditions, failure to follow instructions or defects arising from Customer-supplied designs or information.

6.2 The Company will perform Services with reasonable skill and care. If the Customer notifies the Company within 12 months of completion of a material defect caused by failure to exercise reasonable skill and care, the Company will, where reasonably practicable, re-perform the affected Services. These remedies are subject to any rights or liabilities which cannot lawfully be excluded or restricted.



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7. VARIATIONS AND ADDITIONAL WORK

7.1 Changes requested by the Customer, or additional work reasonably required because of site conditions, inaccurate or incomplete information, access restrictions, defects in existing plant, changes in law or standards, or circumstances not reasonably apparent when quoted, will be treated as a variation and charged in addition to the Contract price.

7.2 Unless otherwise agreed, additional labour, materials, travel, accommodation, waiting time, aborted visits, remobilisation, specialist access, lifting, testing and third-party costs will be charged at the Company's prevailing rates. The Company may require written approval before proceeding, but emergency or safety-critical work may be undertaken where reasonably necessary to protect persons, property or plant.

8. CUSTOMER RESPONSIBILITIES AND SITE CONDITIONS

8.1 The Customer shall provide, at its cost and in good time, safe and adequate access, parking, welfare, site induction, permits, isolations, utilities, drainage, foundations, lifting/offloading facilities, secure storage, competent site contacts and all information reasonably required for the Company to perform the Contract safely and efficiently.

8.2 The Customer is responsible for identifying and notifying the Company of asbestos, hazardous substances, contaminated areas, concealed services, structural limitations and other material site hazards. The Company may stop work where it reasonably considers conditions unsafe or materially different from those represented, and resulting delay or additional cost shall be treated as a variation.

9. DELIVERY, CARRIAGE AND DELAY

9.1 Delivery dates are estimates unless expressly stated to be fixed. Time is not of the essence. Where delivery is to the Customer's site, the Company is required to deliver only as near as a safe, suitable hard-standing or access route permits. Unless included in the Quotation, the Customer shall provide suitable labour and equipment for unloading, positioning, loading and stacking.

9.2 Carriage and part-delivery charges will be invoiced at the Company's prevailing rates unless expressly included. The Company may deliver in instalments and each instalment may be invoiced separately. The Customer is responsible for protecting Goods or packaging deposited at or near the delivery point.

10. INSPECTION, TESTING AND ACCEPTANCE

10.1 Special tests, witness tests, certification or inspections requested by the Customer will be charged unless expressly included. If the Customer or its representative fails to attend after at least 7 days' notice of the time and place, the test or inspection may proceed in their absence and will be treated as duly carried out.

10.2 The Customer shall inspect Goods promptly on delivery and notify the Company in writing of visible transit damage or shortage within 3 working days and of any other apparent non-conformity within 10 working days. Failure to notify within those periods will not exclude any liability which cannot lawfully be excluded, but the Customer must take reasonable steps to mitigate loss and preserve evidence.

11. RISK AND RETENTION OF TITLE

11.1 Risk in Goods passes to the Customer on delivery. Title does not pass until the Company has received in cleared funds all sums due from the Customer to the Company under the Contract and any other contract.

11.2 Until title passes, the Customer shall keep the Goods identifiable, properly stored, protected and insured for their full value and shall not create any charge or security over them. The Customer may use or resell Goods in the ordinary course of business unless the Company revokes that right following payment default or insolvency.

11.3 Where the Customer's right to possess Goods has ended, the Company may require their return and, to the extent lawfully permitted and upon reasonable notice, enter premises under the Customer's control to identify and recover Goods which remain identifiable and severable. The Customer shall procure any necessary third-party access rights.

12. LIMITATION OF LIABILITY

12.1 Nothing in the Contract limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of title obligations which cannot lawfully be excluded, or any other liability which cannot lawfully be limited or excluded.

12.2 Subject to clause 12.1, the Company shall not be liable for any indirect or consequential loss, or for loss of profit, revenue, production, use, business, contracts, opportunity, anticipated savings, goodwill or data, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise.

12.3 Subject to clauses 12.1 and 12.2, the Company's total aggregate liability arising out of or in connection with a Contract shall not exceed 100% of the total price payable under that Contract, excluding VAT, unless a different liability cap is expressly stated in the Quotation. The Customer acknowledges that the price has been agreed on the basis of these limitations and should arrange insurance for risks exceeding them.

12.4 The Company shall not be liable to the extent loss results from Customer instructions, Customer-supplied information or designs, misuse, unauthorised modification, failure to maintain equipment, acts or omissions of third parties, or failure by the Customer to mitigate loss. Each limitation is separate and shall apply to the fullest extent permitted by law.



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13. FORCE MAJEURE

13.1 The Company shall not be liable for delay or failure caused by events beyond its reasonable control, including fire, flood, severe weather, epidemic, war, civil disturbance, industrial action, transport disruption, utility failure, cyber incident, governmental action, shortage of labour or materials, or failure of a critical supplier or carrier. The time for performance shall be extended for the period reasonably affected.

13.2 If such an event continues for more than 60 days and materially prevents performance, either party may terminate the affected part of the Contract on written notice. The Customer remains liable for Goods supplied, Services performed and costs reasonably incurred before termination.

14. CANCELLATION AND TERMINATION

14.1 The Customer may not cancel an accepted order without the Company's written agreement. If cancellation is accepted, the Customer shall pay all reasonable costs and commitments incurred, including completed work, engineering/design time, non-returnable or specially ordered materials, fabrication, supplier cancellation charges, labour booked, mobilisation and demobilisation.

14.2 The Company may suspend performance or terminate the Contract immediately by written notice if the Customer materially breaches the Contract and, where capable of remedy, fails to remedy the breach within 7 days of notice; fails to pay any sum when due; becomes insolvent; enters administration or liquidation; has a receiver appointed; ceases or threatens to cease business; or the Company reasonably believes payment is at material risk. Accrued rights are unaffected.

15. INTELLECTUAL PROPERTY AND CUSTOMER MATERIALS

15.1 All intellectual property in the Company's drawings, calculations, specifications, software, documents, methods and know-how remains the property of the Company or its licensors. The Customer receives a non-exclusive licence to use documents supplied solely for operating and maintaining the Goods or works for the project for which they were supplied.

15.2 The Customer warrants that any drawings, specifications, data or materials it supplies may lawfully be used by the Company and shall indemnify the Company against third-party intellectual-property claims arising directly from following Customer-supplied designs or instructions.

16. CONFIDENTIALITY

16.1 Each party shall keep confidential commercially sensitive information received from the other and use it only for the Contract, except where disclosure is required by law, to professional advisers/insurers, or where the information is already public other than through breach of this clause.

17. NOTICES, ASSIGNMENT AND THIRD-PARTY RIGHTS

17.1 Formal notices shall be in writing and delivered by hand, prepaid post or email to the address stated in the Contract or subsequently notified. The Customer may not assign or transfer the Contract without the Company's prior written consent. The Company may assign the benefit of receivables or subcontract parts of the Services while remaining responsible for its contractual obligations.

17.2 A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term.

18. GENERAL

18.1 No variation is effective unless in writing and agreed by an authorised representative of the Company. A failure or delay in exercising a right is not a waiver. If any provision is held invalid or unenforceable, it shall be modified or severed to the minimum extent necessary and the remaining provisions continue in force.

18.2 The Contract constitutes the entire agreement relating to its subject matter and supersedes prior discussions and representations, except that nothing excludes liability for fraud or fraudulent misrepresentation.

19. LAW AND JURISDICTION

19.1 The Contract and any non-contractual obligations arising from it are governed by the law of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales.

Engineering Services (South West) Ltd | Conditions of Sale and Supply - Business Customers Only | Version August 2026



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