

TERMS AND CONDITIONS APRIL 2026

Application and Entire Agreement

1. These Terms and Conditions apply to the provision of the services detailed in our quotation (**Services**) by **SPM Mechanical Engineering LTD**, a company registered in England and Wales under number **9862988** whose registered office is at **24 Lilac Avenue, Garden Village, Hull, East Riding of Yorkshire, HU8 8PU** (**we or us or Service Provider**) to the person buying the services (**you or Customer**).
2. You are deemed to have fully accepted these Terms and Conditions when you commission the Services of SPM Mechanical Engineering LTD, accept our quotation or from the date of any performance of the Services (whichever happens earlier) 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 other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
4. Terms and Conditions may be changed at any time without prior notice. Notification will be sent to all Customers at the time of the Terms and Conditions alterations.
5. SPM Mechanical Engineering LTD will have lien over any product, data or materials if all payments due from the Customer have not been paid and cleared in full within 14 days from the date of the invoice. We reserve the right to withhold supply of goods and service.
6. SPM Mechanical Engineering LTD reserves the right to the addition of our company credit on manufacturing drawings unless instructed otherwise by the Customer and, to the use for self-promotion any work carried out for the Customer.
7. In good faith, SPM Mechanical Engineering LTD would hold any supplied files, originals and materials for a period of up to 12 months. Resumption of works on the project would be completed according to the original schedule of costs so long as the project specification remained unaltered.

Interpretation

8. A "business day" means any day other than a Saturday, Sunday or bank holiday in England and Wales.
9. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
10. Words imparting the singular number shall include the plural and vice versa.

Services

11. 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 aspects. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
12. We will use our reasonable endeavours to complete the performance of the Services within the time agrees or as set out in the quotation; however, time shall not be of the essence in the performance of our obligation.
13. All of these Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise.

Your Obligations

14. 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.
15. If you do not comply with clause 14, we can terminate the services.
16. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (**Your Obligations**).

Fees

17. The fees (**Fees**) for the Services are set out in the quotation and are on a time and material basis.
18. In addition to Fees, we can recover from you a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, b) the cost of services provided by third parties and required by us for the performance of the Services, and c) the cost of any materials required for the provision of the Services.
19. You must pay us for any additional services provided by us that are not specified in the quotation in accordance with our current, applicable hourly rate in effect at the time of performance or such other rate as may be agreed between us. The provisions of clause 18 also apply to these additional services.
20. The Fees are inclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.
21. Once a Customer has agreed to SPM Mechanical Engineering LTD current Terms and Conditions on a credit account with the Customer, SPM Mechanical Engineering LTD shall invoice in stages e.g. Stage 1 Conceptual Design, Stage 2 Embodiment Design, Stage 3 Detail Design etc. Upon stage completion unless where exceptional terms have been agreed with that Customer. All fees (Fees) for the Services are set out in the quotation.
22. A 25% deposit on all projects will be charged and invoiced to new Customers, unless otherwise agreed.

Cancellation and Amendment

23. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of 30 days from the date of quotation, (unless the quotation has been withdrawn).
24. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.
25. If you want to amend any details of the Services 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.
26. If, due to circumstances beyond our control, including those set out in the clause below (**Circumstances beyond a party's control**), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.
27. If at any point during the design or development cycle a customer wishes to cancel, they may do so but will be invoiced an amount that SPM Mechanical Engineering LTD judges to be proportional to the amount of work completed on the commission and further compensatory charges for booked design time or any other supply costs accruing.
28. All estimates are based on expected or agreed design time and include two sets of authors corrections where alterations are called for by the customer, or if additional changes are required by the customer.
29. All projects are planned to an agreed schedule. Non-adherence to this schedule by the customer may result in compromising final delivery deadlines. If this is likely to occur, SPM Mechanical Engineering LTD will advise the customer as soon as this becomes evident and suggest an alternative solution where feasible. This may incur additional costs.
30. Any changes made to information already supplied and signed off, without an updated drawing and subsequently approved by SPM Mechanical Engineering LTD will no longer be the responsibility of SPM Mechanical Engineering LTD.

Payment

31. We will invoice you for payment of the Fees either:
 - a) When we have completed the Services; or
 - b) On the invoice dates/schedule set out in the quotation.
32. You must pay the fees due within 14 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us. All work agreed at an hourly rate will be invoiced weekly unless otherwise agreed.
33. Time for payment shall be of the essence of the Contract.
34. 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 3% per month from time to time on the amount outstanding until payment is received in full.
35. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except

as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

36. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you.
37. Receipts for payment will be issued by us only at your request.
38. All payments must be made in British Pounds unless otherwise agreed in writing between us.

Sub-Contracting and Assignment

39. SPM Mechanical Engineering LTD reserves the right to commission freelance support or outsource any job if it is felt it is in the best interests of the Customer. Any outsourced job remains the property/responsibility of SPM Mechanical Engineering LTD and such services are deemed to be carried out 'indirectly' by SPM Mechanical Engineering LTD.
40. As part of larger projects which involve 3rd parties commissioned directly by the Customer, SPM Mechanical Engineering LTD will not be held responsible in any way for services not carried out/managed directly or indirectly by SPM Mechanical Engineering LTD.
41. You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

Termination

42. We can terminate the provision of the Services immediately if you:
 - a) Commit a material breach of your obligations under these Terms and Conditions; or
 - b) Fail to make pay any amount due under the Contract on the due date for payment; or
 - c) Are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any statutory provision for the relief of insolvent debtor; or
 - d) Enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
 - e) Convene any meeting of your creditors, enter into 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 are 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 your insolvency or possible insolvency.

Intellectual Property

43. All creative work produced and devised during a project(s), creative, digital, software files and related correspondence remain the property – physically, intellectually and in copyright, of SPM Mechanical Engineering LTD until full payment has been made on the Customer's account, and all project costs have been cleared.
44. Once final proofs/materials have been signed off, SPM Mechanical Engineering LTD cannot be held responsible financially or otherwise for any errors relating to manufacture, build or installation or any were changes / mistakes have been made in manufacture without the designs been re-visited prior to the changes been made.
45. Any drawings submitted must be checked by the customer and subsequently signed off by a qualified member of the customers staff. Once the customer has signed off on drawings submitted by SPM Mechanical Engineering LTD they are agreeing that the drawings have been designed to the customers specification.
46. Upon submission of any drawings, a physical signature is not required as "sign off" a drawing or design is considered "signed off" if no changes have been requested 7 days after submission of the drawings and designs.
47. It remains the customers responsibility to seek copyright protection if desired for any creative/intellectual property provided to the customer by the service provider.
48. Whilst taking every care to protect all media and correspondence supplied, SPM Mechanical Engineering LTD cannot accept liability or be held responsible financially or otherwise for any loss. Disputes will not be entered into.
49. Advice of any loss, quality or damage issues must be reported to SPM Mechanical Engineering LTD within 7 clear working days of delivery and receipt and any claim in respect thereof must be made in writing to SPM Mechanical Engineering LTD within 3 working days thereafter. SPM Mechanical Engineering LTD shall not be liable in respect of any claim unless the aforementioned requirements have been complied with.

50. Whilst every effort will be made to achieve agreed delivery, SPM Mechanical Engineering LTD cannot accept liability or be held financially responsible for any targets or deadlines being missed for delivery of any work which is outside of SPM Mechanical Engineering LTD control. SPM Mechanical Engineering LTD will not enter into any dispute for financial loss.

Liability and Indemnity

51. 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 section.
52. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.
53. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:
- any indirect, special or consequential loss, damage, costs or expenses or;
 - any 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; or
 - any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
 - any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
 - any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.
54. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.
55. 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.
56. In the event of any bona fide dispute or difference arising between the parties in connection with the Contract (excluding any dispute relating to non-payment of the charges, for whatever reason), the parties shall attempt to resolve such dispute or difference in good faith or by mediation. It is the responsibility of the Customer to inform SPM Mechanical Engineering LTD immediately of any issue that may lead to a dispute (including but not limited to quality, service, cost, deadline), without such information, no disputes will be entered into.

Data Protection

57. When supplying the Services to the Customer, the Service Provider may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Customer.
58. The parties agree that where such processing of personal data takes place, the Customer shall be the 'data controller' and the Service Provider shall be the 'data processor' as defined in the General Data Protection Regulation (**GDPR**) as may be amended, extended and/or re-enacted from time to time.
59. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
60. The Service Provider shall only Process Personal Data to the extent reasonably required to enable it to supply the Services as mentioned in these Terms and Conditions or as requested by and agreed with the Customer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing and Personal Data for its own or for any third party's purposes.
61. The Service Provider shall not disclose Personal Data to any third parties other than employees, directors, agents, sub-contractors or advisors on a strict 'need to know' basis and only under the same (or more extensive) conditions as set out in these Terms and Conditions or to extent required by applicable legislation and/or regulations.
62. The Service Provider shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Service Provider on behalf of the Customer.
63. Further information about the Service Providers approach to data protection are specified in its Privacy Policy, which can be found on our website. For any enquiries or complaints regarding data privacy, you can email: steve@spmmechanicalengineering.co.uk.

Circumstances Beyond a Party's Control

64. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action, failure of power supply, lock out or any other event that is beyond the control of the party in question. During the continuance of such a contingency the Customer may, by written notice, elect to terminate the contract and pay for work done and materials used, but subject thereto, shall otherwise accept delivery when available.

Communications

65. All notices under these Terms and Conditions must be in writing and signed off by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
66. 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 a successful transmission report or return receipt is generated.
67. 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.

No Waiver

68. 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 not stop further exercise of any other right, or remedy.

Severance

69. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that/those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Law and Jurisdiction

70. These Terms and Conditions shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Terms and Conditions (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.