Load Control Equipment
Load Restraint Straps
Temperature Control Curtains
Shoring Bars
Decking Beam
Captive Systems
Load Tracks
Garment Rails
Horse Box Poles

P. McCann Ltd. T/A
Simark Engineering
Griffin Industrial Estate
Penncricket Lane
Rowley Regis
West Midlands
B65 0SN
Tel: **0121 559 1351**
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E-mail: enquiries@simarkengineering.co.uk
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SIMARK ENGINEERING

Terms and Conditions of Business
Last updated: 21 October 2026

1. Introduction

These Terms and Conditions govern the supply of goods and services by Simark Engineering ("we", "us" or "our") to our customers ("you" or "the customer").
By accepting a quotation, placing an order or engaging our services, you agree to these Terms and Conditions, subject to any alternative terms agreed in writing by both parties.
These Terms and Conditions apply alongside any written quotation, order confirmation, specification or contract issued by Simark Engineering. Where a specific written agreement conflicts with these Terms and Conditions, the agreed written terms shall take precedence to the extent of the conflict.

2. Company Details

Company name: Simark Engineering
Registered address: Griffin Industrial Estate, Penncricket Lane, Rowley Regis, West Midlands, B65 0SN
Company registration number: 06248104
Email: enquiries@simarkengineering.co.uk
Telephone: 0121 559 1351
Website: www.simarkengineering.co.uk

3. Quotations and Orders

3.1. All quotations are provided based on the information, specifications and requirements available at the time of preparation.
3.2. Unless otherwise stated, quotations are valid for 30 days from the date of issue. We reserve the right to revise or withdraw a quotation before acceptance.
3.3. A quotation does not constitute a binding order until it has been accepted in writing by the customer and confirmed by Simark Engineering, where applicable.
3.4. Any changes to the agreed scope of work, specifications, quantities or delivery requirements may result in changes to the price and completion date.
3.5. We reserve the right to decline an order where we are unable to fulfil the requirements or where the proposed work falls outside our capabilities.

4. Products and Services

4.1. We will use reasonable care and skill when providing our engineering services and will supply goods in accordance with the agreed specifications.
4.2. Product descriptions, drawings, images and technical information are provided to describe the intended goods or services. Any material specifications or performance requirements must be expressly agreed in writing.
4.3. The customer is responsible for ensuring that specifications, drawings, measurements and other information supplied to us are accurate and complete.
4.4. We will not be responsible for additional costs or delays caused by inaccurate, incomplete or late information supplied by the customer, subject to applicable law and the terms of the relevant contract.
4.5. We may make reasonable changes to specifications where necessary, provided that any material changes are agreed with the customer in advance.

5. Prices and Payment Terms

5.1. All prices will be stated in the relevant quotation or order confirmation. Unless expressly stated otherwise, prices exclude VAT and any applicable delivery, installation or additional charges.
5.2. Payment terms will be specified in the quotation, invoice or written agreement.
5.3. Unless otherwise agreed in writing, invoices are payable within 30 days of the invoice date.
5.4. We reserve the right to request a deposit or staged payments for certain orders, projects or bespoke work. Any such requirements will be agreed before work commences.
5.5. If payment is not received by the due date, we may, subject to applicable law and contractual obligations:

- Charge statutory interest and recoverable costs where legally entitled to do so.
- Suspend further work or deliveries after giving appropriate notice.
- Request payment of overdue invoices before accepting further orders.

5.6. Any dispute regarding an invoice must be raised promptly, with reasonable details of the disputed amount. Undisputed amounts remain payable in accordance with the agreed payment terms.
5.7. We reserve the right to review prices where there are agreed changes to the scope of work or material increases in costs, subject to the terms of the relevant quotation or contract.

6. Delivery and Completion

6.1. Delivery dates and completion times are estimates unless expressly agreed in writing as binding dates.
6.2. We will take reasonable steps to meet agreed delivery and completion dates but shall not be responsible for delays caused by circumstances beyond our reasonable control.
6.3. The customer must ensure that suitable access, facilities and arrangements are available for delivery, installation or site work where required.
6.4. Any delivery or completion issues should be reported to us as soon as reasonably practicable.
6.5. Where delays are caused by the customer, including late approvals, missing information or failure to provide access, we may agree a revised schedule and any reasonable additional charges arising from the delay.

7. Inspection and Defective Goods

7.1. The customer should inspect goods upon delivery and notify us promptly of any apparent damage, shortages or discrepancies.
7.2. Any alleged defect should be reported with sufficient information to allow us to investigate, including photographs or relevant technical details where appropriate.
7.3. Where goods or services do not conform to the agreed contract, we will consider the issue and, where appropriate, arrange repair, replacement, re-performance or another remedy in accordance with the contract and applicable law.

7.4. Nothing in these Terms and Conditions removes or restricts any statutory rights or remedies that cannot lawfully be excluded.

8. Warranty and Workmanship

8.1. Any express warranty provided by Simark Engineering will be set out in the relevant quotation, contract or warranty documentation.
8.2. Unless a specific warranty is agreed, we do not provide any additional contractual warranty beyond the obligations imposed by applicable law.
8.3. Any warranty may not cover faults or damage caused by:

- Improper installation, handling or use by the customer or a third party.
- Neglect, misuse, accidental damage or unauthorised modifications.
- Failure to follow supplied maintenance or operating instructions.
- Normal wear and tear or consumable parts, where applicable.

8.4. The customer must notify us of any suspected warranty issue within a reasonable time and allow us a reasonable opportunity to inspect the relevant goods or work.
8.5. This section does not exclude any warranty, guarantee or legal protection that must be provided by law.

9. Customer Responsibilities

9.1. The customer must provide accurate information, instructions, specifications and approvals reasonably required for us to fulfil an order.
9.2. Where work is undertaken at the customer's premises, the customer must provide safe and reasonable access and inform us of any known site hazards, restrictions or relevant safety procedures.
9.3. The customer must ensure that any designs, drawings, materials or other information supplied to us may lawfully be used for the agreed purpose.
9.4. The customer is responsible for obtaining any permissions, approvals or consents that are allocated to them under the agreed contract.

10. Intellectual Property

10.1. Unless otherwise agreed in writing, intellectual property rights owned by Simark Engineering before an order, including our existing designs, drawings, methods, processes, technical documents and know-how, remain our property.
10.2. The customer must not reproduce, distribute or commercially exploit our protected intellectual property without our prior written permission, except where permitted by law or expressly agreed.
10.3. Ownership and permitted use of bespoke designs, drawings, technical documents and other deliverables created specifically for a customer will be governed by the relevant written agreement.
10.4. The customer warrants that any materials, designs or documents supplied to us do not knowingly infringe another party's intellectual property rights.

11. Cancellation and Changes to Orders

11.1. Requests to cancel or amend an order must be submitted in writing.
11.2. Cancellation or changes will be subject to our written agreement and the terms of the relevant contract.
11.3. Where cancellation is agreed, the customer may be required to pay reasonable costs already incurred, including work completed, materials purchased, bespoke components ordered and unavoidable commitments, to the extent permitted by law and the contract.
11.4. Bespoke or made-to-order goods may be subject to additional cancellation restrictions, provided these are lawful and consistent with the agreed contract.

11.5. We may suspend or terminate an order where the customer materially breaches the contract and fails to remedy the breach within a reasonable period after written notice, where such a remedy period is appropriate.

12. Limitation of Liability

12.1. Nothing in these Terms and Conditions excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited.
12.2. Subject to clause 12.1, we will be responsible for losses that are reasonably foreseeable and arise directly from our breach of contract or negligence, in accordance with applicable law.
12.3. To the extent permitted by law, we will not be liable for losses that are not reasonably foreseeable or for indirect or consequential losses, except where such liability cannot lawfully be excluded.
12.4. Any agreed financial limit on liability must be expressly set out in the relevant contract and must be reasonable and legally enforceable.
12.5. Nothing in this section removes any rights or remedies that the customer is entitled to under applicable law.

13. Force Majeure

13.1. Neither party will be responsible for a failure or delay caused by circumstances beyond its reasonable control, provided that the affected party takes reasonable steps to minimise the impact.
13.2. Such circumstances may include extreme weather, fire, flood, industrial action, interruptions to utilities, transport disruption, supplier shortages, government restrictions or other events beyond reasonable control.
13.3. The affected party will notify the other party as soon as reasonably practicable and take reasonable steps to resume performance.
13.4. If the circumstances continue for an extended period, either party may seek to agree revised arrangements or terminate the affected part of the contract where permitted by law and the contract.

14. Confidentiality

14.1. Both parties should take reasonable steps to protect confidential commercial, technical and business information received from the other party.
14.2. Confidential information must not be disclosed to third parties except where disclosure is necessary to fulfil the contract, is authorised by the other party or is required by law.
14.3. This obligation does not apply to information that is already public through no breach of confidentiality, was lawfully known beforehand or is lawfully obtained from another source.

15. Data Protection

15.1. Simark Engineering will handle personal information in accordance with applicable UK data protection legislation.
15.2. Further information about how we collect, use and protect personal information is available in our Privacy Policy.

16. Governing Law and Jurisdiction

16.1. These Terms and Conditions and any dispute arising from them shall be governed by the laws of England and Wales, unless another applicable law is required.
16.2. The courts of England and Wales shall have jurisdiction over disputes, subject to any mandatory legal provisions that apply.

17. General Provisions

17.1. If any provision of these Terms and Conditions is found to be unlawful or unenforceable, the remaining provisions will continue to apply to the extent permitted by law.
17.2. Any failure or delay in exercising a right under these Terms and Conditions does not automatically waive that right.
17.3. Any variation to these Terms and Conditions must be agreed in writing by authorised representatives of both parties.
17.4. These Terms and Conditions do not create a partnership, joint venture or employment relationship between the parties.
17.5. These Terms and Conditions should be read alongside the relevant quotation, order confirmation and any specific written agreement.

18. Contact Information
For questions about these Terms and Conditions, please contact:

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Registered address: Griffin Industrial Estate, Penncricket Lane, Rowley Regis, West Midlands, B65 0SN
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