



Martin Williams
(Hull) LTD

Martin Williams (Hull) Ltd

Hull Depot, Ellifoot Lane,
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01482 897607
sales@mwhull.co.uk

Scotland Depot, Locharbriggs
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01387 252784
mwilliams@mwscotland.co.uk

MW Campbell Engineering Ltd

Terms and Conditions of Business

Effective Date: 1st October 2026

Company: MW Campbell Engineering Ltd ("the Company")

1. Definitions

In these Terms and Conditions:

- **Company** means MW Campbell Engineering Ltd.
- **Customer** means the person, company or organisation purchasing goods or services from the Company.
- **Goods** means any products, components, materials, fabricated items or equipment supplied by the Company.
- **Services** means engineering, fabrication, welding, machining, maintenance, installation, repair, design, consultancy or any other work undertaken by the Company.
- **Contract** means any agreement between the Company and the Customer for the supply of Goods and/or Services.

2. Acceptance of Terms

2.1 All quotations, orders and contracts are subject to these Terms and Conditions.

2.2 Any terms submitted by the Customer shall not apply unless expressly agreed in writing by a Director of the Company.

2.3 Acceptance of a quotation, purchase order, or commencement of work constitutes acceptance of these Terms and Conditions.

3. Quotations

3.1 Quotations are valid for 30 days unless otherwise stated.

3.2 Quotations are based upon information provided by the Customer at the time of enquiry.

3.3 The Company reserves the right to revise quotations where:

- Customer requirements change;
- Additional work becomes necessary;
- Material, labour or subcontractor costs increase significantly.

3.4 All quotations are exclusive of VAT unless stated otherwise.



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4.Orders and Contract Formation

- 4.1 No contract shall exist until an order is accepted by the Company.
- 4.2 Orders cannot be cancelled without written agreement from the Company.
- 4.3 The Customer shall be liable for all costs incurred up to the date of cancellation.

5.Prices

- 5.1 Prices are exclusive of VAT and any applicable taxes.
- 5.2 Unless otherwise agreed in writing, prices may be adjusted to reflect:

Increases in material costs;
Changes in legislation;
Variations requested by the Customer;
Additional site requirements.

6.Payment Terms

- 6.1 Payment terms are strictly **30 days from invoice date or Pro Forma Invoice**, unless otherwise agreed in writing.
- 6.2 The Company reserves the right to:
 - Request deposits prior to commencing work;
 - Request stage payments for larger projects;
 - Suspend work where payments become overdue.
- 6.3 The Company reserves the right to charge statutory interest and compensation on overdue accounts in accordance with the Late Payment of Commercial Debts legislation.
- 6.4 The Customer shall not withhold payment due to any dispute unless agreed in writing.

7.Delivery and Completion

- 7.1 Delivery dates and completion schedules are estimates only.
- 7.2 The Company shall not be liable for delays arising from:
 - Material shortages;
 - Supplier delays;
 - Weather conditions;
 - Site restrictions;
 - Customer actions or omissions;
 - Circumstances beyond the Company's reasonable control.
- 7.3 Partial deliveries and completion of work in stages may be undertaken.



8.Customer Responsibilities

The Customer shall:

- Provide safe and suitable access to all work areas.
- Supply accurate information and specifications.
- Ensure all required permissions and approvals are obtained.
- Provide necessary utilities, permits or site facilities where applicable.
- Inform the Company of any site hazards, asbestos, underground services, confined spaces or other significant risks.

9.Variations

9.1 Any additional work outside the agreed scope shall be treated as a variation.

9.2 Variations may result in additional charges and extensions to delivery or completion dates.

9.3 The Company reserves the right to proceed with emergency or safety-critical additional works where necessary and charge accordingly.

10.Risk and Title

10.1 Risk in Goods passes to the Customer upon delivery.

10.2 Ownership of Goods remains with the Company until full payment is received.

10.3 Until ownership passes:

The Customer shall store Goods safely and separately;

The Company may recover Goods if payment is overdue.

11.Inspection and Defects

11.1 The Customer shall inspect Goods and Services upon delivery or completion.

11.2 Any defects, shortages or damage must be reported in writing within:

48 hours of delivery for visible damage;

7 days for shortages or defects reasonably discoverable upon inspection.

11.3 Failure to notify the Company within the above timescales shall constitute acceptance.

12.Warranty

12.1 The Company warrants that Services will be carried out with reasonable skill and care.

12.2 Subject to normal wear and tear, defects attributable solely to the Company's workmanship will be rectified within a reasonable time.

12.3 This warranty does not apply where defects arise from:

- Misuse;
- Negligence;
- Alteration by third parties;
- Inadequate maintenance;
- Designs, specifications or instructions supplied by the Customer.



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13. Health and Safety

13.1 The Customer shall provide a safe working environment in compliance with applicable health and safety legislation.

13.2 The Company reserves the right to stop work where conditions are considered unsafe.

13.3 Any resulting delays or costs shall be chargeable to the Customer.

14. Limitation of Liability

14.1 The Company's total liability shall not exceed the value of the Contract.

14.2 The Company shall not be liable for:

Indirect or consequential losses;

Loss of profit;

Loss of revenue;

Loss of contracts;

Business interruption.

14.3 Nothing in these Terms excludes liability for death or personal injury caused by negligence or any liability that cannot legally be excluded.

15. Force Majeure

The Company shall not be liable for any failure or delay caused by events beyond its reasonable control, including but not limited to:

Acts of God;

Fire;

Flood;

Industrial disputes;

Power failures;

Supplier shortages;

Government restrictions;

Pandemics or public emergencies.

16. Intellectual Property

16.1 All drawings, designs, calculations, specifications and technical documents prepared by the Company remain the property of the Company unless otherwise agreed in writing.

16.2 Such documents shall not be copied, reproduced or shared without written consent.

17. Confidentiality

Both parties shall keep confidential all technical, commercial and business information received during the course of the Contract.



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18.Termination

18.1 The Company may terminate the Contract immediately where:

The Customer fails to make payment;

The Customer becomes insolvent;

The Customer commits a material breach of the Contract.

18.2 The Customer shall pay for all work completed and materials purchased up to the termination date.

19.Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Company Details

MW Campbell Engineering Ltd

Registered Office: Ellifoot Lane, Burstwick, HU12 9EF

Company Registration Number: 16961677

Telephone: 01482 897607