

✉ info@caterserv.com

☎ 01227 903022



🏠 CaterServ Ltd, Unit 5, The stables, Shirehall road, Wilmington, DA2 7SL

## **Terms and Conditions of Business**

This Website and business are operated by CaterServ Ltd and throughout these terms, “we”, “us” and “our” refer to CaterServ Ltd. We offer this website, service, equipment and all information to you, the user, under the condition that all terms, conditions and company policies are accepted as stated in this document. By purchasing an item or a service from us, you agree to be bound by these terms and conditions as set out below – please read these thoroughly prior to engaging us.

You can review the most current version of the Terms of Service at any time on [www.caterserv.com/terms](http://www.caterserv.com/terms). We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes.

### **Delivery**

Wherever possible, CaterServ Ltd will use company branded vehicles and employees when delivering to ensure the highest level of service. We reserve the right, where deemed appropriate by us, to utilise the service of 3rd party couriers, which will then supply a kerbside delivery service. We offer a full range of delivery solutions including out of hours, timed deliveries, site/position, install and removal of old equipment (call 01227903022 for details). Deliveries are to be considered kerbside unless previously agreed in writing with CaterServ Ltd.

Our standard deliveries are next day, providing the item was ordered before 5pm the day before, and that the item is in CaterServ stock. Deliveries may be subject to a delivery charge, but this will be made clear to the customer via a written quote or invoice prior to delivery. Outside of the UK mainland, we cannot guarantee specific delivery dates and you are advised to consider this prior to making a purchase.

It is the customer's responsibility to ensure that someone is there to sign for the delivery on the agreed date. A re-delivery charge will apply if nobody is available on site to take delivery during the first attempt. Restocking fees may apply where delivery fails due to any of the points above, or if the product is returned and without fault.

Signing for Goods from non-CaterServ branded delivery vehicles: When you sign the delivery documentation for all the UK's major delivery networks, you are signing to say that the item has been received in good condition. Failure to document any damage within this documentation and/or the driver may result in any claim for damage being rejected. If the courier will not wait for you to unpack and inspect the items on delivery, please sign using only the word

**Trading Address:** CaterServ Ltd, Unit 5, The stables, Shirehall road, Wilmington, DA2 7SL

**Registered Address:** 1-2 Rhodium Point Hawkinge Business Park, Spindle Close, Hawkinge, Folkestone, Kent

[www.caterserv.com](http://www.caterserv.com)

VAT Number: 314 7487 92

LTD Company Number: 11558019

✉ info@caterserv.com

☎ 01227 903022



🏠 CaterServ Ltd, Unit 5, The stables, Shirehall road, Wilmington, DA2 7SL

DAMAGED and notify us in writing to [info@caterserv.com](mailto:info@caterserv.com) within 24 hours, including photographs where possible.

### **Warranty / returns**

Warranties are offered on all new items ordered within the UK mainland and will be the warranty agreed with you in writing prior to purchase or, if unspecified, the standard warranty offered by the manufacturer of that product. As part of the terms and conditions of the warranty offered by CaterServ Ltd – it is the customer's responsibility to register the warranty with the manufacturer and to supply CaterServ Ltd with a photograph of the data plate within 5 days of delivery of the item to site. Failure to complete this warranty obligation may invalidate your warranty on the appliance.

The warranty will be valid from the point of delivery and providing the item has been installed, maintained and serviced according to current regulations and in line with manufacturers guidelines. The warranty does not cover fair wear and tear on the product and where items have not been used for the purpose intended by the manufacturer. The warranty will be invalidated if the goods have been altered, damaged, misused or disassembled or if any of the seals have been broken or tampered with or where the goods have been damaged by smoke, fire or water. This warranty will also be void if the breakdown is due to limescale.

All warranty claims must be made in writing to [info@caterserv.com](mailto:info@caterserv.com) as soon as the fault is discovered, and before the expiry of the warranty period. CaterServ will then arrange for an authorised engineer to inspect the goods within 10 days of notification, between the hours of 9am - 5pm, Monday to Friday. The engineer will then advise you as to whether or not the suspected fault falls in line with the guarantee. If the defect or failure found does not fall within the terms and conditions of the items guarantee, CaterServ will issue a callout and labour charge equal to £80 callout plus £60 per hour labour (minimum 1 hour) or equal to the engineers charge to CaterServ Ltd if the callout is subcontracted to an approved 3rd party, whichever the highest amount is will apply. CaterServ has no obligation towards any repairs carried out on a machine which is confirmed to be out of warranty.

All inspections/repairs carried out whilst the machine is within warranty must be carried out by CaterServ Ltd or one of our approved contractors, unless previously agreed in writing. Any work carried out by someone who isn't an approved contractor will immediately invalidate the warranty - regardless of whether the fault would have been covered under the warranty. We will not be held responsible for callout charges, labour charges or part costs carried out by non-authorised engineers or companies. CaterServ will not accept any liability for any loss incurred as a result of any defect from equipment supplied.

**Trading Address:** CaterServ Ltd, Unit 5, The stables, Shirehall road, Wilmington, DA2 7SL

**Registered Address:** 1-2 Rhodium Point Hawkinge Business Park, Spindle Close, Hawkinge, Folkestone, Kent

[www.caterserv.com](http://www.caterserv.com)

VAT Number: 314 7487 92

LTD Company Number: 11558019

✉ info@caterserv.com

☎ 01227 903022



🏠 CaterServ Ltd, Unit 5, The stables, Shirehall road, Wilmington, DA2 7SL

### **Goods and Payment**

All goods being advertised on our website or displayed in our showroom are subject to availability. If the goods you require are out of stock, we will suggest a suitable alternative. The pricing is subject to change and CaterServ Ltd reserves the right to cancel any sale of goods or services at any point prior to the item being delivered with the customer.

CaterServ Ltd reserve the right to request full payment for goods or services in advance prior to dispatching your order or carrying out the work agreed. For authorized account holders, payment terms of 30 days apply unless agreed otherwise in writing. We will accept payments made by Visa, Mastercard, Delta or Switch which will be taken either in the office, over the phone or on-site using our portable payment solution. Goods or services paid for by cheque will be due once the cheque clears in our account. Goods or services paid for by BACS or CHAPS will be due once the total amount is available in our account.

Any cancellations for goods ordered made within 4 working days of the planned delivery or installation date may incur a restock charge of up to 25% of the total value of the goods ordered AND installations of those goods. We reserve the right to deduct this charge from any pro-forma payment already made, or to invoice for this 25% charge if no payment has yet been received for the goods and services being provided.

### **Pre-requisites for Site Work**

For any work to be carried out at a customer's site, it is agreed that the customer will provide a safe and secure working environment for CaterServ employees or subcontractors. It is also the customer's obligation to ensure that all existing services are in place, fully operational and in line with current regulations and manufacture guidelines unless previously agreed in writing by CaterServ Ltd that this is part of the work to be carried out on site. Any (previously unarranged) changes to existing services required in order to carry out the work on site will be quoted for whilst on site and, where the parts are within van stock and the customer agrees in writing to the costs quoted, will be carried out at the same time and within the same callout charge (additional labour cost will apply).

Any callouts for servicing or repairs which cannot be started or completed due to circumstances out of our control, including not being allowed access to the equipment or area requiring work, services not being adequate, inability to enter the site or to contact the person of responsibility representing the customer, or if the customer hasn't been able to provide the necessary provisions previously agreed for us to be able to carry out the works required, will be subject to a callout charge plus labour for time on site, or the full amount previously agreed to in writing

**Trading Address:** CaterServ Ltd, Unit 5, The stables, Shirehall road, Wilmington, DA2 7SL

**Registered Address:** 1-2 Rhodium Point Hawkinge Business Park, Spindle Close, Hawkinge, Folkestone, Kent

[www.caterserv.com](http://www.caterserv.com)

VAT Number: 314 7487 92

LTD Company Number: 11558019

✉ info@caterserv.com

☎ 01227 903022



🏠 CaterServ Ltd, Unit 5, The stables, Shirehall road, Wilmington, DA2 7SL

(whichever the greater amount). CaterServ reserve the right to charge up to 50% of the agreed amount for any work to be carried out on site which is aborted within 8 hours' notice of the expected site arrival time.

### **Installations**

Any quote or invoice for installation supplied by CaterServ is to carry out an installation for suitably sized, positioned and isolated services within 1 metre of the appliances intended location for use, unless previously agreed otherwise in writing. It is assumed that the customer has checked access to the areas in which work is to be provided by CaterServ, that they are uninterrupted by stairs, and that all open spaces / doors are suitable for the job and any equipment which needs to travel through them. It is also assumed that access to above ground floor levels is by suitable lift unless previously agreed in writing and costed accordingly. Upon commencement of works on the agreed date, it is agreed that if site services are not ready and work cannot continue, and therefore a return visit is required, that abortive charges will apply to this initial visit. Any price quoted for installation does not include the removal of packaging, but does include removal of protective film if required. Installation as standard includes commission of appliance and basic testing, it does not include demonstration or training of the appliance.

### **Servicing and Repairs**

Where a service or repair of an appliance has been booked by a non-contract customer, it is to be assumed that the agreed price does not include the issuing of documentation or certification as appropriate. Likewise, if the non-contract customer requests that CaterServ carry out a gas inspection and issuing of documentation or certification, it is to be assumed that the price agreed does not include servicing or repairs of the appliance unless agreed in writing with CaterServ otherwise.

If a minor alteration is required in order to issue certification, we will request that a person of responsibility on site signs our job sheets to authorise these parts to be fitted at the point of inspection and these parts will be chargeable at our standard 'van stock rate'. Every CaterServ customer under a yearly service contract will be issued the appropriate gas safe documentation or certification at the start of the year as part of the contract.

### **Replacement parts**

All replacement parts fitted to machines will be original manufacture parts, or those of the original manufacturer of the original component, or parts which CaterServ in its reasonable discretion consider to be fit for purpose. Where spare parts are ordered without the fitting of a CaterServ engineer, only a return of the part in its original packaging will be accepted by

**Trading Address:** CaterServ Ltd, Unit 5, The stables, Shirehall road, Wilmington, DA2 7SL

**Registered Address:** 1-2 Rhodium Point Hawkinge Business Park, Spindle Close, Hawkinge, Folkestone, Kent

[www.caterserv.com](http://www.caterserv.com)

VAT Number: 314 7487 92

LTD Company Number: 11558019

✉ info@caterserv.com

☎ 01227 903022



🏠 CaterServ Ltd, Unit 5, The stables, Shirehall road, Wilmington, DA2 7SL

CaterServ, and we reserve the right to charge up to a 30% re-stocking fee if the part is a standard component, or up to a 100% re-stocking fee where the component is non-standard or bespoke.

### **Retention of Title**

The Legal title to the goods or parts provided to the customer by CaterServ Ltd will not pass to the customer until the customer has paid in full for all goods and services supplied and there is no further sums of money payable from the customer to CaterServ Ltd. Until such time when all goods are paid for in full, the customer acknowledges that CaterServ Ltd is the owner of these items and is entitled to enter any premises owned or occupied or controlled by you where the goods are situated for the purpose of recovering and repossessing the goods.

### **Suitability of the Goods**

Goods supplied by CaterServ Ltd are not supplied on a trial basis. It is the customers responsibility to ensure that the goods ordered are suitable and for the purpose for which they intend to use them before placing an order. CaterServ are not under any obligation to accept the return of goods undamaged unless they are in the original packaging.

A collection charge will be made in the case of collecting undamaged goods. There will be a restocking fee of 25% of the original invoiced amount for the item, plus vat. Bespoke or unreturnable items may be subject to additional charges at CaterServ discretion due to the difficulty of re-selling such products. Refunds will be paid after we have inspected the returned item(s) and after collection and restocking charges have been deducted, and the cost of repairing any damage or replacing missing parts or items.

It is also your responsibility to ensure that all services (gas, electric, water and drain) are in place and suitable for the goods ordered. All gas items MUST be installed by a Gas Safe engineer in accordance with current regulations and manufacture guidelines. CaterServ accepts no responsibility for damage to goods or any other liability as a result of incorrect installation. We take reasonable care to ensure that all specifications, descriptions and dimensions printed on our website are accurate however all specifications should be treated as estimates and CaterServ will ensure manufacture specifications are available on request where possible.

### **Limitation of Liability**

The Customer accepts that CaterServ Ltd will not be held liable for any loss or damage suffered by the Customer including but not limited to damage to neighbouring property or connected items or premises, consequential loss, business loss, interruption or loss of time due to the use or purchase of the Goods by the Customer. CaterServ Ltd will not be liable for any additional

**Trading Address:** CaterServ Ltd, Unit 5, The stables, Shirehall road, Wilmington, DA2 7SL

**Registered Address:** 1-2 Rhodium Point Hawkinge Business Park, Spindle Close, Hawkinge, Folkestone, Kent

[www.caterserv.com](http://www.caterserv.com)

VAT Number: 314 7487 92

LTD Company Number: 11558019

✉ info@caterserv.com

☎ 01227 903022



🏠 CaterServ Ltd, Unit 5, The stables, Shirehall road, Wilmington, DA2 7SL

damage caused by the Customer's failure to report a fault or defect in good time or failure to provide reasonable access to the Goods for repairs, service or engineer visits. Nothing in this Agreement shall exclude CaterServ Ltd's statutory liability for injury or death.

### **Force Majeure**

CaterServ shall not be liable to the Customer as a result of any delay or failure to perform its obligations under the Contract as a result of a Force Majeure Event. If the Force Majeure Event prevents us from supplying any of the Services, Equipment and/or parts for more than three months, either party may terminate the Contract immediately by giving written notice to the other and CaterServ Ltd shall not incur any liability to the Customer as a result of such termination.

### **Governing Law**

These terms and conditions are subject to the Law of England and Wales and is subject to the jurisdiction of the courts of England and Wales. CaterServ Ltd have no liability to you for any failure in supply or delivery of goods or services that is caused by an event or circumstance that is beyond our reasonable control

**Trading Address:** CaterServ Ltd, Unit 5, The stables, Shirehall road, Wilmington, DA2 7SL

**Registered Address:** 1-2 Rhodium Point Hawkinge Business Park, Spindle Close, Hawkinge, Folkestone, Kent

[www.caterserv.com](http://www.caterserv.com)

VAT Number: 314 7487 92

LTD Company Number: 11558019