

Nationwide Catering Services Ltd

Terms & Conditions

1.0 Definitions and General

The Seller referred to in the below document is Nationwide Catering Services Ltd and the Customer is the person, firm or company contracting whether verbally or in writing, with the Seller. "the Goods" means the Goods supplied by the Seller to the customer.

All orders are accepted strictly on the understanding that the Customer accepts these conditions of business. If a customer issues an official order containing conditions of purchase the Sellers conditions of sale shall prevail unless agreed in writing by the Seller.

2.0 Prices and publications

The Seller reserves the right to amend prices without notice. Prices quoted do not include VAT which will be charged at rate ruling date of despatch. Although we endeavor to provide exact information as possible, the accuracy of any information supplied as to price, description, measurement or specification of goods and services cannot be guaranteed due to manufacturer's revisions. Due to the nature of our business it is impossible to advertise callout rates & prices on our website as prices are tailor made to the client, please contact us for further details. Such information is given by way of identification or illustration only and the use of such description shall not constitute any contract as sale by description. It is the Customers responsibility to confirm that all goods comply with the local bylaws and/or regulations. Clerical errors and omissions are subject to correction without notice. All plans, drawings and quotations are subject to confidentiality clause and must not be disclosed to any third party without the Sellers written consent.

3.0 Payment

Payment for the Goods should be made by either: - (a) cheque or credit card to Nationwide Catering Services Ltd at the head office address, delivery is subject to cheque clearance (b) by bacs transfer, please contact us for details. Payment must be made with the order prior to delivery unless a credit account has been established by the Seller for the Customer. Where the Customer has a credit account, payment is due 30 days from the end of month the Goods were purchased.

4.0 Passing of Property in Goods

Any goods or products delivered by the Seller or its agents to the Customer shall remain (save as regards risks thereto) the property of the Seller until all invoices, statements or accounts of the Seller rendered by the Seller to the Customer have been discharged in full and in the event of default or delaying payment howsoever arising the Seller shall be entitled to demand the return of the goods which shall be forthwith delivered up to the Seller.

The Customer agrees that the Seller is seeking to exercise its rights under this clause and may at any responsible time enter the Customers premises and remove the Seller's goods. Should the Customer resell the goods prior to such payment the Sellers beneficial entitlement shall attach to the proceeds of resale or to any claim for such proceeds. Such proceeds shall be held by the Customer as Trustee for the Seller in a separate designated account and rights of the Customer to receive such money shall be assigned to the Seller on demand. The Customer's power of sale shall automatically cease if a receiver is appointed over any of the assets of the undertaking of the Customer or a winding up order is made against the Customer or the Customer goes into voluntary liquidation (otherwise than for the purpose of the reconstruction or amalgamation) or cause a meeting of or makes any agreement or composition with creditors or claims of any description material to the recovery of the goods or products from the Customer or any third party.

Cancellation and restocking

Orders can only be cancelled by the Customer, subject to any charges deemed necessary, at the Sellers absolute discretion. No cancellation can be accepted or refunds offered for items specially ordered or fabricated for the customer.

Goods dispatched to the Customer and subsequently accepted for cancellation by the Seller will be subject to an abortive delivery charge, as well as any cancellation charge deemed necessary by the Seller. The Seller at it's absolute discretion may agree to the return of Goods by the Customer provided that the Goods are returned at the Customer expense, in the same condition and in the original packaging as of the date of dispatch by the Seller or their agents. Any Goods agreed by the Seller as acceptable for return for any reason (excluding faulty goods) will be subject to a restocking charge of 5% of the net invoice value of the items, together with the reimbursement of any expense incurred by the Seller as a consequence of the return of said Goods to the Sellers stock or to the manufacturers/suppliers stock.

3.1 Warranty Definitions

It is the responsibility of the Customer purchasing for resale to confirm the relevant warranty arrangement on the appliance at the time of purchase. When ordering, the Customer accepts that the transaction is not a consumer sale as covered by statute. All Goods purchased are supplied with either: -

(a) a parts only warranty whereby in consideration of the discount allowed to the customer, the Seller will warrant most goods against defective parts for 3 months (excluding the cost of installation of such parts) from the date of the Sellers invoice (unless otherwise agreed in writing) providing the item has been installed, used, serviced and maintained in accordance with the manufacturers specifications. The cost of the labour element of any warranty work being undertaken will be borne by the Customer in recognition of the discount allowed.

(b) a parts and labour warranty whereby the Seller will be liable to replace defective parts plus supplying of labour to repair the defective part within 3 months from the date of invoice of the Goods. Where a "parts and labour" warranty is given, the Goods are repaired by a qualified person appointed by the Seller and cost of such repair is agreed beforehand by the Seller in writing. We aim to attend all warranty calls within 72 work hrs of the fault being reported to the service department at Nationwide Catering Services Ltd. Warranty work is carried out during normal working hours only, Monday to Friday 0900 hrs to 1700 hrs unless otherwise agreed in writing.

Warranty work covers equipment component failure and manufacturing defects in materials and therefore excludes accessories, tools, removable panels, glass, fuses, hoses, plugs, sockets, links, belts, rubber seals, connecting cables. Consumable items such as, calibration, programming, cleaning, blockages. Customer/operator misuse. Poor washing results due to incorrectly commissioned chemical dosing quantities (where commissioning was not carried out by the Seller) and/or poor quality chemical product.

The warranty period starts at the date of invoice or date of delivery. The manufacturers warranty period is 3 months parts only unless otherwise agreed. No repair work will be undertaken without evidence that the equipment was purchased from Nationwide Catering Services Ltd or its distributor network.

Satisfactory evidence will normally be confirmation of the following:

- 4.1 Site trading name and address
- 4.2 Manufacturer, Model number, serial number
- 4.3 Fault Description
- 4.4 Invoice /delivery documentation

All warranty calls from the customer are accepted on the basis that they are valid and covered by the manufacturer warranty. Any charges levied in respect of abortive visits or for work deemed by the manufacturers or their agents not to be valid under the terms of the manufacturers warranty shall be recharged, including all charges due to incorrect installation (where installation was not provided by the Seller) inadequate or incorrect maintenance or machinery, inadequate usage of machinery and/or inadequate cleaning maintenance of machinery including descaling where applicable. Such charges will be invoiced to the Seller who will in turn invoice the end user, recovery of such charges from any third party being the responsibility of the Customer. Warranty claims only cover defects caused by faulty manufacture, materials or workmanship. It does not cover defects caused by unsuitable storage conditions or processing, abnormal use, misuse or neglect or installation by an unauthorised or unqualified personnel. The Seller shall be under no liability whatever to the customer for any indirect loss and/or expense (including loss of profit, revenue, business, goodwill) suffered by the customer howsoever arising whether by act or default of the Seller or otherwise. Loan machines are not made available. All warranties and conditions whether implied by statute or otherwise are excluded from this Contract to the extent permitted by law provided that nothing in this Contract shall restrict or excluded liability for death or personal injury caused by the negligence of the Seller. No liability of any kind is accepted for oral representation of any kind by the seller or its personnel. All equipment must be installed by a qualified engineer and proof of invoice maybe required to validate any warranty claims.

4.5 Installation conditions

The following terms and conditions apply to all installations. It is assumed, unless stated otherwise; the site is on ground level with adequate access to facilitate manual handling of all appliances without removing any other appliances, doors or door frames. The installation does not require the use of specialist lifting equipment and suitably terminated supplies are available within 1 metre of the final location of each appliance. The proposed installation area is clear, clean and reasonably level. The installation site is free from disruption by other trades allowing work to be carried out in continuous visits during normal working hours. Any special permits or site procedures are to be pre arranged so they will not cause any delays while on site. Adequate lighting, power and water facilities are to be made available to our installation engineers at no cost to ourselves. Vehicle parking charges will be additional to the estimated cost if no free on site parking is provided. Packaging materials or pallets used to contain new appliances will be dismantled, flattened and left on customer's premises near the waste collection point unless otherwise agreed. Standard installations do not include removal and disposal of old appliances unless otherwise agreed. Every effort will be made to ensure the site and equipment is left clean however this does not include deep cleaning of appliances to food preparation standards.

Please Note: The customer is responsible for payment of all charges in relation to the installation works including any extra charges that may be incurred either as a direct or indirect result of the above criteria not been met regardless of who is responsible for the extra charges levied. The initial estimated cost does allow a small contingency for minor problems and oversights that may occur, however, any major deviation from the schedule of work will incur extra charges to the Customer. These would include but are not limited to cancellations, aborted calls, extra materials required due to inadequately terminated supplies and additional work carried out due to insufficient site survey.

Deliveries

Deliveries do not include uploading, positioning or installation unless otherwise stated. The Seller will deliver as near as possible to the delivery site as a road permits. The risk in the Goods will pass on arrival at, and (where applicable) entry into the delivery premise. Damage due to inadequate site access or unloading shall be at the customer's risk.

Damage

It is the customer's responsibility to inspect Goods at time of delivery, before signing the delivery note and accepting the consignment. Any damage must be noted on the carriers delivery note at time of delivery (signing unexamined is unacceptable), otherwise claims cannot be entertained. Damage must be reported to both the Seller and Carrier immediately, and confirmed to the Seller in writing with in 48 hrs of delivery. Damaged goods will not be exchanged if used, unless expressly agreed by the Seller in writing before such usage. Usage of goods claimed as damaged will be taken as acceptance of item(s) in good condition and the Seller will accept no liability (unless agreed by the Seller in writing before such a usage).

Third Party/Public Liability

Save insofar as defect in the product(s) causes death, injury or damage to personal property, the Sellers liability for any loss or damage shall be limited to the invoice value of the goods. Without prejudice to the foregoing the Seller shall in no circumstances be under any liability in contract or otherwise for indirect or consequential loss or damage of whatsoever kind and howsoever caused, suffered by the Customer or others, save as may be expressly imposed by statute.

Force Majeure

The Seller shall not be liable in respect of any breach of contract due to any cause beyond his reasonable control including Act of God, inclement weather, flood, lightning or fire, industrial

action or lockouts, actions of government departments, war, riot or terrorism, or the action of any party for whom the Seller is not directly responsible.

Law and Jurisdiction

The contract shall be governed and construed in all respect in accordance with the Laws of England & Wales and shall be subjected only to the jurisdiction of the English Courts.

Privacy

We (Nationwide Catering Services Ltd) are committed to protecting your privacy during your visits our website and recognise our responsibility to keep the information you provide to us confidential at all times.

We protect your personal information on the internet to an equivalent high standard to that you experience through any other channels through which we may interact with you, such as through correspondence or on the telephone.

Your personal information will not be disclosed outside of Nationwide Catering Services Ltd except in circumstances advised to you at the time you apply for a product or service. If paying via credit card no details are stored for future use.