

Terms & Conditions of Sale – Caterwest

DEFINITIONS

“Company” means Caterwest

“Customer” means customer of the Company

“Conditions” means these conditions of sale

“Contract” means any contract entered into for the sale of goods by the Company to the customer

“Goods” means any Goods the subject of any contract and shall include any part or parts of them and materials incorporated in them

“Carrier” the company person or persons with the object of delivering the Goods to the Customer.

TERMS & CONDITIONS OF SALE

All orders are subject to these Conditions unless otherwise agreed. All goods are subject to availability. If you do not understand any of the following please e mail or telephone Caterwest. These Conditions represent the entire Conditions of sale and nothing shall operate to in any way alter or vary the Conditions without the prior approval of Caterwest.

These conditions shall apply to all contracts to the exclusion of all other conditions express or implied by statute or otherwise to the extent as is permissible by law.

Acceptance of Goods by the Customer shall be conclusive evidence before any Court of Arbitrator that these Conditions apply.

Caterwest reserves the right to change the Conditions without prior notice. Customers are advised to check for any variations to the Conditions before an order.

RETURNS

All goods are non-returnable unless they are faulty or damaged upon delivery.

Customers should ensure that the product that they are ordering is suitable for their requirements and no responsibility is placed with Caterwest for their decision.

Goods that have been incorrectly ordered will only be accepted for return with prior approval from Caterwest.

Returned goods will only be accepted if they are returned in their original packaging, unused and with all instruction manuals (where applicable)

Customers are responsible for obtaining proof of delivery and receipt of returned goods.

Before returning any goods the Customer must contact Caterwest to obtain a returns number.

All refunds will be issued upon receipt of returned goods.

Where applicable postal or carriage charges are not refunded in the event of a customer returning goods and are the responsibility of the Customer.

ORDERS

All prices on our website, leaflets and promotional material are in pounds sterling and were correct when published and are subject to VAT at the current rate.

Caterwest reserves the right to change the advertised price before you place an order.

No charge is made to the Customer for Credit or Debit Card payments.

Caterwest reserves the right to refuse any order.

Orders are accepted on the basis the Customer has read and accepted these conditions.

LIABILITY

Caterwest excludes any liability for any claims, loss, damages, demands of any kind whatsoever arising from use of this website including direct or indirects, incidental or consequential loss, damage, whether arising from loss of revenue, profits or otherwise.

DELIVERY TO UK ONLY

Most items will be sent via pallet delivery. Smaller items will be sent via courier. This will be

itemised on your invoice.

All deliveries can take up to seven working days, but most products are usually dispatched next working day.

No liability will be attached to Caterwest if delivery periods or dates are not met for any reason.

All deliveries are to ground floor access only.

Claims for non-delivery must be notified to Caterwest in writing within 7 days of the invoice date.

Claims for damaged goods on delivery must be notified to Caterwest within 24 hours by telephone and confirmed within 48 hours by e mail stating any damages and/or defects of the goods received from the carrier.

WARRANTY INFORMATION

All of our used equipment comes with a warranty of 3 months return to base.

All goods supplied by Caterwest are guaranteed in accordance with the terms and conditions of the manufacturers warranty provided with the goods.

Nothing in these Conditions shall operate to add to vary or alter the terms and conditions of the manufacturers warranty.

Your statutory rights are unaffected.

RETENTION OF TITLE

The Goods shall be at the Buyer's risk as from delivery.

1.2 In spite of delivery having been made property in the Goods shall not pass from the Seller until:

1.2.1 the Buyer shall have paid the Price plus VAT in full; and

1.2.2 no other sums of any kind shall be due from the Buyer to the Seller.

1.3 Until property in the Goods passes to the Buyer in accordance with clause 1.2 the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Seller's property.

Until such time as property in the Goods passes from the Seller the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Seller. If the Buyer fails to do so the Seller may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods.

1.5 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

1.6 The Buyer shall insure and keep insured the Goods to the full Price against 'all risks' to the reasonable satisfaction of the Seller until the date that property in the Goods passes from the Seller, and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

FORCE MAJURE

1.1 Caterwest shall not be liable to the Customer, or deemed to be in breach of the any of the Conditions of the Contract whether set out in these Conditions or implied by Law or Statute by reason of any delay in performing due to events outside the control of Caterwest.

LAW

1.1 English law governs the Conditions and use of this site any dispute shall be subject to the jurisdiction of the English Courts