



Terms and Conditions

1). Cater-Kwik are suppliers of catering equipment and services to commercial customers and all sales are considered a business to business contract.

1. These terms and conditions apply to all contracts for the sale of goods or supply of services between Cater-Kwik Ltd ("Cater-Kwik") and our customers and set out the basis upon which Cater-Kwik agrees to sell goods or supply services to our customers. You should read these terms and conditions carefully before you place your order. By placing your order you will be deemed to have read and accepted these terms and conditions and to be making an offer to purchase the goods or services subject to these terms and conditions.
2. These terms and conditions apply to all contracts for the sale of goods or supply of services by Cater-Kwik to the exclusion of all and any other terms and conditions or representations including any verbal or written terms or conditions or representations however and by whomsoever made and supersede any other verbal or written terms and conditions or representations.

2). Ordering

1. By placing your order you accept that these terms and conditions apply. Sometimes due to factors beyond our control such as for example, foreign exchange fluctuations, changes in taxes and duties or increased labour or manufacturing charges, the price given on our website or in our brochures may change before the goods are dispatched to you. If this happens we will contact you and advise you of the price whereby you may cancel the order if you wish to do so.
No verbal quotation or estimate will be binding on Cater-kwik. All charges and prices will be subject to vat at the prevailing rate. A vat invoice will be provided on request.

3). Availability

1. All goods displayed in our showrooms, brochures or on our website are subject to availability. If the goods you require are out of stock or are no longer available we may suggest alternatives.

4). Payment

1. We will require payment in full before we will despatch your order. We will accept payments made by Visa, Mastercard, Delta/Connect, Switch or Amex or a cheque made payable to Cater-Kwik Ltd. Payments made by Amex are subject to a 3% surcharge. Goods paid for by cheque will be dispatched as soon as the cheque has cleared into our account. Goods paid for by BACS or CHAPS will be dispatched when the payment reaches our account. Authorised account holders only may pay within 28 days of the date of the invoice.
2. Interest on outstanding overdue invoices will be charged from the date of the invoice (authorised account holders only, 14 days after the date of the invoice) to the date of payment in full of the amount charged plus administration charges*, delivery charges where applicable and any outstanding VAT at the rate of 8% above the base rate from time to time of NatWest Bank PLC. Interest will run up to and will continue to run from the date of any judgement until payment is received in full. Cater-Kwik shall also be entitled to recover compensation arising out of late payment as if statutory interest were to run in accordance with s.5A of the Late Payment of Commercial Debts (Interest) Act 1998. *£80.00 or 10% of the invoice value if over £800.

5). Price Promise.

1. Only items ordered for delivery within the UK mainland are eligible.
2. The competitor's product must be identical to that offered by Cater-kwik (e.g., same size, colour, pack size, specification etc.) The competitor's item must be brand new and offered on the same terms.
3. We and the competitor must have stock ready for delivery.
4. The competitor must be UK based and business to business - no auction or marketplace sites such as ebay or Amazon resellers.



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5. The competitor's price must be publicly verifiable online at the time of the price promise, and cannot include any volume, personal or membership discounts, negotiated prices, clearance or closing-down sales, multi-item promotional offers like "buy one get one free" or bulk buying discounts.
6. We cannot retrospectively price match after the product has been ordered.
7. We promise to beat the price of an item; not delivery charges or other services.
8. The competitor cannot be a public sector buying organization and cannot be selling under cost.
9. The competitor price must be comparable regarding VAT.
10. Price promise must be agreed before purchase with a representative from Cater-kwik Ltd. Price promises are valid for 24 hours.
11. No other promotional offers can be used with a product which is price promised. Discount vouchers or other promotional codes cannot be applied to price promised products to receive a further discount.

6). Delivery

1. Most of our deliveries can be made on the next working day after ordering. Whilst we will always do our best to ensure that deliveries take place within a reasonable period of time and within the time scale specified, a delay may sometimes occur which is entirely beyond our control. You are not entitled to cancel the order because of a delay in delivery unless the delay has been protracted and unreasonable.
2. All goods may be subject to a delivery charge and will be delivered to the address given at the time of ordering. Any change to the delivery address may result in a delay in delivery and an administration charge.
3. It is your responsibility to ensure that someone is available to accept delivery of the goods at the agreed delivery period. If the goods cannot be delivered you may be charged a re-delivery fee.
4. All deliveries are one man deliveries to ground floor level UK mainland addresses and the goods will be delivered to the outside of the delivery address only. After signing for / accepting the delivery it is your responsibility to locate the equipment into the premises. All delivery charges are calculated on this basis. If you have any requirements over and above this you must notify us when you place your order and additional charges may be applicable.
5. The chosen delivery address must be accessible by an 18 ton lorry, please contact us if you have difficult access.
6. It is your responsibility to ensure that the goods will fit the delivery premises and to check the dimensions of the delivery address for access, including all doors, corridors, stairs and corners. Cater-kwik will not accept any responsibility for any loss or damage due to inaccessibility or failure of the delivery.
7. You must unpack the goods and inspect them before the delivery is completed and the driver leaves. If there is any damage to the goods or there are any missing parts or the goods supplied are not in accordance with your order you must make a note of this on the delivery note and you must also notify us immediately. You are not entitled to refuse the delivery on the grounds that part of the order is missing or is incorrect. In the absence of any comment on the delivery note it will be deemed that the goods were delivered in satisfactory condition and in accordance with your order.
8. You must not use, fit or install any damaged or incorrectly supplied goods whether notified to us or not. If you do, you will be deemed to have accepted the goods and Cater-kwik will accept no further responsibility in relation to such goods. Cater-kwik will give no warranty in respect of any damaged or incorrectly supplied goods which are used or installed by you.
9. We strongly advise that you should not book fitters or installers to begin work until after the goods have been delivered and inspected by you.
10. Cater-Kwik cannot accept any responsibility for any loss or damage as a result of late or delayed delivery of the goods.
11. Risk in the goods passes to you on delivery and it is your responsibility to insure the goods from then.
12. If the terms of the delivery are "kerbside", Cater-Kwik Ltd will not accept responsibility for any loss or damage if the delivery operative assists with moving goods into premises on an ex-gratia basis.
13. Unless specified by prior written agreement storage fees will be applied (weekly) for goods held over 28 days post the date of the order.
14. Any surcharge our business-to-business couriers apply for delivering to a domestic address will be passed on. This will be confirmed prior.

7). Unwanted goods

1. Cater-kwik are not under any obligation to accept returns of unwanted or unsuitable goods and will only do so in their absolute discretion. In any event returned goods will not be accepted unless they are unused and undamaged and in the original packaging. The goods must be returned complete with all parts, components, accessories and manuals. You will be charged the cost of replacing any missing items or repairing any damage.
2. A collection charge will be made which will not be less than the cost of delivery of the goods. You will also be charged a restocking fee of 25% of the invoiced amount of the returned goods plus vat. Specially ordered or bespoke goods may be subject to additional charges at Cater-Kwik's discretion. This is because it is unlikely that we will be able to sell the goods to



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another buyer at full price. Refunds will only be paid after Cater-kwik have inspected the returned goods and after deduction of collection and restocking charges and the cost of repairing any damage or replacing missing items.

8). Warranties, Service Work & Engineer Visits.

1. Warranties are available for all goods supplied to UK mainland addresses and will be the warranty selected by you at the point of ordering. No other warranty will be given. No warranty will be given for refurbished or second hand goods unless this is specifically confirmed in writing at the point of ordering. Any warranty will only be valid from the date of delivery and provided that the goods have been installed, serviced and maintained in accordance with the manufacturer's specification and used in accordance with the manufacturer's instructions. When a product is sold with a "back to base" warranty it is the responsibility of the customer to return the goods at their own expense.
2. Any warranty does not cover normal wear and tear or where the goods have not been used for the purpose for which they were intended by the manufacturer.
3. Cater-kwik guarantees all goods supplied to UK mainland addresses (except refurbished or second hand goods in respect of which there is no warranty unless this is confirmed in writing) against defective parts and workmanship for a period of 12 months (or such period as is confirmed in writing by us) from the date of delivery provided that the goods have been installed, serviced and maintained in accordance with the manufacturer's specification and used in accordance with the manufacturer's instructions. When a product is sold with a "Back to Base" warranty it is the responsibility of the customer to return the equipment to Cater-kwik. If the equipment is found to be covered under warranty, subject to the applicable terms & conditions, Cater-kwik will arrange for the equipment to be repaired and returned or refunded.
4. a) This warranty does not cover normal wear and tear or where the goods have not been used for the purpose for which they were intended by the manufacturer. This warranty will not apply if the goods have been altered, damaged, not cleaned or maintained fit for use or covered in food debris, operated incorrectly, cleaned incorrectly, installed incorrectly, misused or disassembled or where the goods have been damaged by smoke, fire or water.
b) Cater-kwik are proud of our commitment to outstanding customer service and aftersales support. We agree to repair or replace equipment that has failed within the warranty period with the maximum efficiency and expedience as per the terms of the applicable warranty. However, we reserve the right to request written agreement to the following prior to arranging a warranty call. Agreement must be confirmed that should the fault or cause of the fault be deemed to not be covered under the terms of the warranty that charges will be applicable at our standard rates (available on request).
It is agreed that faults not covered under warranty include: User error. User misuse or negligence. Faults caused by environmental factors such as hard water, power irregularities, inadequate or non-compliant installation, faulty or inadequate plug, plug socket, wiring, fuse or junction box, foil used on racks, blockages and limescale issues, accidental damage (including glass ceramic tops), insufficient or inadequate services, blockages in waste and drainage systems. Equipment that has been repaired, tampered with or modified by anyone other than a Cater-kwik operative/representative and will not accept liability for any damage or faults as a result. Faults to and /or due to the failure of consumable components, such as doors/seals/handles, light bulbs, switches, fuses, incorrect plugs, glass and removable items are not covered under warranty. Charges will also be applicable if no fault is found or we are unable to gain access at a pre agreed date and time due to denied access, equipment not connected to services, lack of access or equipment being too hot to work on.
c) Any non-warranty charges will be applied at the rates detailed [here](#).
5. Unless otherwise stated, Ex display and second hand or refurbished goods are sold as seen and no warranty in respect of such goods (if given) will extend to scratches, dents, corrosion or colour fluctuations.
6. Warranty Inspections
In the event of a failure or breakdown of the goods supplied within the warranty period you must inform us as soon as you become aware of the defect or failure and in any event before the expiry of the warranty period. Cater-Kwik will not accept responsibility for any defect or failure of the goods notified after the expiry of the warranty period whenever the defect or failure occurred.
7. Cater-Kwik will arrange for our authorised engineer to inspect the goods within 14 days of confirming our warranty call agreement. Inspections will take place between the hours of 9.00am and 5.00pm Monday to Friday only. Reasonable access to the equipment is expected during these times, requests for specific days or times may delay attendance. Equipment must be cool to the touch and switched off on arrival of the engineer to facilitate investigation and repair and all safety resets must have been checked. All services applicable to the equipment must be present and functional; electrics, gas, water & waste. The equipment must be installed according to current legislation and the manufacturers recommendations.
8. Our authorised engineer will advise you whether or not the defect or failure notified falls under the terms of this warranty. If the defect or failure does not fall within the terms of this warranty you will be invoiced by us for our authorised engineer's call out fee. If you then instruct our authorised engineer to carry out the repairs advised you will be responsible for the payment of the authorised engineer's fee and in addition all charges for parts and labour. Cater-Kwik will not accept any responsibility for the costs of any repairs not covered by the terms of this warranty.
9. We reserve the right to require a debit or credit card or other payment in advance before arranging a warranty inspection. The payment will be refunded if the fault is covered by the warranty but we will retain the payment if the fault or defect is not



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covered by warranty or the fault has been caused by incorrect installation, damage, misuse or lack of maintenance including descaling and cleaning.

10. If the defect or failure of the goods falls within the terms of this warranty we will repair the goods or replace them at our discretion.
11. All inspections and repairs carried out during the warranty period must be carried out by an engineer authorised by us. Any work carried out by anyone other than an authorised engineer will immediately invalidate this warranty whether or not the fault or defect would otherwise be covered by the terms of this warranty and Cater-kwik will accept no responsibility in respect of any charges for labour, parts or repairs carried out by anyone other than our authorised engineer.
12. This warranty is personal to the original purchaser of the goods and is not transferable.
13. Cater-Kwik will not under any circumstances accept any liability or responsibility for any loss of goods, trade, product or any other consequential loss which might arise out of or as a result of any defect or failure of the goods supplied.
14. Cater-Kwik will not under any circumstances accept any liability for call out charges or for charges for repairs where no fault has been found with the goods supplied or where the fault is not covered by this warranty or where the call out charge or repair charges are submitted by anyone other than our authorised engineer.
15. Nothing in this warranty will serve to increase or extend the warranty given to Cater-Kwik by the manufacturer of the goods supplied and Cater-Kwik's liability under this warranty is limited in scope and extent to the terms of the warranty given to us by the manufacturer of the goods supplied.
16. Warranties for gas powered goods installed into a mobile catering outlet, such as, but not limited to, a catering trailer are supplied on a parts only basis.
17. Cater-Kwik must be notified of any recall requests relating to Service works within 14 days of the engineer's original attendance.
18. Cater-Kwik must be notified of any queries relating to service or chargeable warranty call invoices within 14 days of the invoice date.
19. Extraction canopies are sold with parts only warranty on the fans and speed controllers for 12 months. If parts are found to be faulty through lack of cleaning of the extraction canopy, they will be chargeable. The equipment should be installed by a competent person who is aware of the design, performance, and the capacity of the ventilation system so they can ensure adequate ventilation.
20. Unless specifically quoted for by Cater-kwik the customer assumes responsibility for the provision of fixing points of suitable and sufficient structural integrity to affix brackets, shelves, fixings, equipment etc.
21. Cater-Kwik reserve the right to restrict or withhold warranty services in the event of non-payment of related or other outstanding invoices.

9). Retention of Title

1. Notwithstanding that the goods have been delivered and accepted by you the ownership or legal title to the goods will not pass to you until you have paid in full for the goods supplied and there are no other sums of money due from you to Cater-Kwik. Until this time you will store or mark or keep the goods supplied in such a way as to make them clearly identifiable as our property.
2. Until such time as all sums due to Cater-kwik have been paid in full you will at Cater-Kwik's request deliver up the goods and you acknowledge that Cater-Kwik will be 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.

10). Suitability of the Goods

1. Goods are not supplied on a trial basis. It is your responsibility to ensure that the goods that you order are suitable for your requirements and the purpose for which you intend to use them before you place your order. It is your responsibility to ensure that drainage and all power supplies and connections are appropriate for the goods supplied and that water softeners are fitted in hard water areas. All gas powered goods must be fitted by a GAS SAFE approved fitter and all electrical goods by a qualified fitter. Cater-Kwik will accept no liability for damage to goods or any other liability or loss caused by incorrect fitting or installation.
2. We take all reasonable care to ensure that all descriptions, details and specifications are accurate. However, all sizes, colours, dimensions and measurements should be treated as being approximate, full detailed specifications are available on request.

11). Governing Law

1. This contract is subject to the law of England and Wales and is subject to the jurisdiction of the courts of England and Wales.
2. If you are dealing in the capacity of a consumer these terms and conditions will not affect your statutory rights.



3. Cater-Kwik will have no liability to you for any failure in supply or delivery of goods or services that is caused by any event or circumstance that is beyond our reasonable control including but without limitation war, flood, fire, industrial action or disputes.
4. If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under these terms and conditions shall not affect the validity and enforceability of the remainder.

12). EasyPay

1. You must be 18 or older to apply for Cater-kwik EasyPay finance.
2. EasyPay is only available on selected items.
3. We cannot guarantee that your application for EasyPay finance will be accepted.
4. Cater-kwik will run a credit check based on the information you provide – this could affect your credit score.
5. Stock will not be allocated until the application process has been completed and all relevant documentation has been signed and returned to us. We will store a copy of your contract on your account.
6. Cater-kwik will remain the outright owners of the equipment until final payment has been cleared. If for any reason you default on payment, we reserve the right to remove the goods from the premises with immediate effect and 25% restocking charge will be applicable. Aborted collections will be charged as per our collection costs.
7. Cater-kwik will no longer own the equipment after the final payment has been made.
8. For failed payments please refer to point 4.2 in our terms and conditions.
9. We reserve the right to withdraw finance on products at any time.
10. You can choose to clear the balance at any time interest free.
11. Representative 20% APR variable:
 - e.g. a machine available to buy outright at £999.99+vat will be available under the following options.
 - EasyPay123 – Split the costs interest free over 3 consecutive months so 3 payments of £333.33 +vat – Total payable £999.99+VAT.
 - EasyPay12 – interest will be charged at 20% APR. £99.99+vat per month for 12 consecutive months. – Total payable £1199.99+VAT.
 - EasyPay 18 – interest will be charged at 20% APR - £66.66+vat per month for 18 consecutive months. – Total payable £1199.99+VAT.
12. Payments via EasyPay must be made via direct debit through Go Cardless. Cater-kwik will send you a link to set up the direct debit. No goods will be dispatched until the direct debit has been set up successfully and the first payment received.
13. Your payment plan does not affect the warranty advertised with the product.
14. If the direct debit fails, we will automatically try and re-take the payment. If this fails we will contact you to obtain the outstanding balance.

13). Kitchen Design Service Deposit

1. The design / project design deposit incorporates an initial site visit for consultation, precise measurements and an initial sketch. From which Cater-kwik will provide a detailed kitchen design of the kitchen layout including any extraction and proposed ductwork / ducting.
2. If building elevations are provided by the customer the ducting route can be drawn onto those. Cater-kwik will not provide the initial drawings of outside elevations unless specifically requested to do so (this would be at an extra cost).
3. A service drawing which will show the total loads for each piece of equipment, whether this be a gas appliance or electrical appliance is provided by Cater-kwik. Where an extraction canopy is included the fan data, air movement and noise level will also be specified.
4. The design deposit is deducted from the final and complete quotation cost upon placing the order. If the design/project is not progressed with Cater-kwik, the deposit will not be refunded, however the drawings and designs will belong to the customer.

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