

Terms & Conditions of Sale

In this Agreement,
the "Customer" means any person who places an Order with Arch Catering and Refrigeration Ltd (either as a private consumer or as or on behalf of a business).

the "Goods"
means any items sold or supplied by Arch Catering and Refrigeration Ltd under an Order.

" Arch Catering and Refrigeration Ltd "
means Arch Catering and Refrigeration Ltd, a company incorporated in England with company number 13568471 and a registered address at Building 15, Gateway 1000, Arlington Business Park, Stevenage, Hertfordshire, SG1 2FP.United Kingdom.

"Order"
means any request or order (via phone, Instore or web order) to purchase the Goods.

the "Parties"
refers to the Customer and Arch Catering and Refrigeration Ltd

1. Validity

1.1 This Agreement is the only form of contract between the Parties and any Customer terms and conditions will not apply unless expressly agreed in writing. By submitting an Order, the Customer agrees to apply the terms and conditions of this Agreement in priority over any other agreement between the Parties.

1.2 Orders are subject to acceptance by Arch Catering and Refrigeration Ltd. Once full payment for Goods have been received Arch Catering and Refrigeration Ltd can accept your order. Arch Catering and Refrigeration Ltd is not obliged to accept any Order or to justify refusal of the same.

1.3 Arch Catering and Refrigeration Ltd may change the terms and conditions of this Agreement at any time by publishing new terms and conditions on this website.

2. Goods

2.1 All specifications and descriptions for Goods are visible on the quotation at the time of the Order.

2.2 Any ordered Goods with any specific colour or design are sold subject to stock availability. The Customer can be offered Goods of an alternative specification and or a comparable or better quality, alternative colour or design only with the Customer's approval.

2.3 Arch Catering and Refrigeration Ltd can cancel any Goods that are unavailable or out of stock. Arch Catering and Refrigeration Ltd may cancel the Order in whole or in part and refund any monies paid. Alternatively, Arch Catering and Refrigeration Ltd may vary the Order only with the Customer's approval.

2.4 Customers placing Orders for age-restricted goods such as solvents and knives confirm that they are over 18 years of age, and that delivery will be accepted by a person over 18 years of age.

3. Payment Terms

3.1 Goods are payable at the listed price at the time of the Order. Arch Catering and Refrigeration Ltd reserves the right to update prices due to manufacturer or Supplier price increases at any time. Any delivery and/or insurance charge may be payable in addition to the price of the Goods. All prices are quoted in British Pound Sterling.

3.2 All prices shown on the website and quoted via email or telephone will exclude VAT. VAT will be charged in accordance with the regulations in force at the time of the Order of Goods.

3.3 In the exceptional case a price or description shown are incorrect on the website, Arch Catering and Refrigeration Ltd shall be under no obligation to honour the incorrect price or Order.

3.4 Payment for Goods and Delivery may be made by any of the options listed on the quotation. Overdue accounts may be subject to orders and deliveries being refused.

3.5 Arch Catering and Refrigeration Ltd reserves the right to charge interest at 9% above the base lending rate of the Bank of England calculated monthly on late or overdue payments by the Customer.

3.6 All Orders may be subject to further credit or security checks.

4. Delivery Terms

4.1 Delivery prices and options are listed on the Arch Catering and Refrigeration Ltd quotation and can be subject to change due to any price increases from courier companies used.

4.2 All Standard Delivery Orders will be sent out for next day delivery within the UK mainland. This will be subject to an Order and specific delivery charges applied and being accepted by 13:00 Monday to Friday. Bank Holiday Monday will be excluded. This is subject to any additional security checks that may be required and provided no additional security checks are required. Goods are available and in stock. If the Order cannot be delivered next day, then delivery will usually be completed within 5 days. The customer will be notified of any changes.

4.3 Arch Catering and Refrigeration Ltd will endeavour to dispatch Offshore/Remote deliveries as soon as possible. The actual delivery time cannot be guaranteed and will vary depending on the delivery location.

4.4 Arch Catering and Refrigeration Ltd will strive to meet delivery dates however Arch Catering and Refrigeration Ltd cannot be held liable for any loss or damage due to delay in delivery.

4.5 Risk in the Goods transfers to the Customer at the time of delivery but title will not pass until payment has been made in full for the Goods in question.

4.6 When all Goods delivered are used, stored and installed at the Customer's own risk. Arch Catering and Refrigeration Ltd will not be held liable for any damage, loss or disruption caused by the same. If installation/disconnection services have been requested / ordered by the Customer, further charges, terms and conditions may apply as discussed with the Customer before delivery.

4.7 All large machinery, refrigeration and flat packed Goods are delivered to the front door of ground floor locations only. Unless stated and ordered beforehand.

5. Returns and Warranty Terms

5.1 Conditions in this Clause 5, Goods sold in the UK mainland may be returned for a refund, exchange or replacement within 30 days provided the Goods are returned unused, in a saleable condition and in their original packaging. Goods that have been opened, marked, damaged or used will only be entitled to a partial refund not exceeding 50% of the purchase price after assessment by

Arch Catering and Refrigeration Ltd. Goods deemed non-saleable will not be refunded and will only be returned at the Customer's cost. Certain large or bulky items may also be subject to a restocking fee. Certain Goods cannot be returned for hygiene reasons. Certain Goods such as knives must be returned in adequate postal packaging for health and safety reasons. Special offers and bespoke Goods may also be non-returnable and will be flagged accordingly on the Arch Catering and Refrigeration Ltd quotation.

5.2 All Goods are guaranteed against defects in accordance with the manufacturer's warranty or for 1 year from delivery unless otherwise stated on the quotation. Goods reported faulty within the specified warranty period may be repaired, replaced or exchanged at Arch Catering and Refrigeration Ltd discretion. Parts and labour warranty are guaranteed in the UK mainland only.

5.3 Missing or damaged Goods from delivery or damaged due to delivery must be reported to Arch Catering and Refrigeration Ltd within 8 hours. Large Goods such as refrigerators to be unpacked and checked for damage before accepting goods to be in good condition by signing for them by the Courier. If the Courier will not wait, goods must be signed as damaged or refused. Any signatures stating unchecked for example will not be grounds for any claims.

5.4 The warranties in this Clause 5 do not apply to any defect of the Goods caused by the fault, misuse or Customer not using the goods for their normal intended purposes or failure to adhere to manufacturer instructions (including storage, use in incorrect environment, maintenance, de-scaling and cleaning). Gaskets, refrigerants, filter driers, shelves, tray slides, castors and legs, electric lamps, fuses, keys, locks, glass, filters, mains plug and leads, hose connections and consumables are warranted to be free from defect on delivery only and any damage caused due to delivery must be reported to Arch Catering and Refrigeration Ltd within 8 hours to qualify for replacement, repair, or refund at Arch Catering and Refrigeration Ltd discretion. Goods shown as light-duty or similar must not be used as substitutes or replacements for heavy-duty equipment. Engineer callouts and repairs carried out on non-warranty faults or defects may be subject to further charges including where the Customer has failed to attend pre - arranged call-out. Warranties may can be voided for any Goods that have been altered, tampered with, repaired or attended to without Arch Catering and Refrigeration Ltd prior approval.

5.5 Removal and disposal of Refrigeration, Gas and Electrical equipment can be arranged at a cost to the customer by prior arrangement and will be in compliance of WEEE regulations.

5.6 Statutory rights for Customers placing Orders as private consumers (as defined by law) are not affected.

6. Termination Terms

6. Arch Catering and Refrigeration Ltd reserves the right, by notice to the Customer, to cancel or suspend any Order where payment has not been received in accordance with Clause 3 of this Agreement.

6.2 Arch Catering and Refrigeration Ltd reserves the right to cancel any Order and will terminate this Agreement if the Customer cannot pay its debts or becomes bankrupt or has a winding-up order made or appoints an Administrator, Liquidator, Receiver or similar is appointed over the whole or a substantial part of the assets and undertaking of the Customer.

6.3 Arch Catering and Refrigeration Ltd reserves the right to suspend or terminate performance of this Agreement where delivery or supply of the Goods and/or performance of this Agreement is affected by reasons out of Arch Catering and Refrigeration Ltd reasonable control such as force majeure, act of God, adverse weather and government intervention, sanction or legislation.

6.4 Arch Catering and Refrigeration Ltd reserves the right to cancel any Order where it is reasonably suspected that the Customer is not legally permitted to purchase any Goods specified in the Order (such as solvents and knives).

7. Limitation of Liability Terms

7.1 The Customer agrees that Arch Catering and Refrigeration Ltd will not be liable for any losses or damage suffered by the Customer including but not limited to damage to neighbouring or connected items or premises, consequential loss, loss of business, business interruption or loss of time due to the use or purchase of the Goods by the Customer. Arch Catering and Refrigeration Ltd will not be liable for any additional 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 Arch Catering and Refrigeration Ltd statutory liability for injury or death.

7.2 Arch Catering and Refrigeration Ltd will not insure Goods sold for delivery unless otherwise requested by the customer and by prior arrangement by Arch Catering and Refrigeration Ltd.

8. Confidentiality

8.1 The Customer's data protection and privacy rights under this Agreement are set out in Arch Catering and Refrigeration Ltd privacy policy available on the Arch Catering and Refrigeration Ltd website.

9. Jurisdiction

9.1 This Agreement is governed by English law and the Parties shall be subject to the exclusive jurisdiction of the English courts.