

Repair Terms and Conditions (UK – B2B)

Important: These Terms and Conditions are intended for **UK-based, business-to-business (B2B), ad-hoc repair work** for commercial catering equipment.

1. Definitions

- "**Company**" means Bob Hopper & Co Ltd, its employees, agents, and subcontractors.
- "**Customer**" means any business, company, partnership, sole trader, public body, or organisation engaging the Company for service or repair works.
- "**Equipment**" means any commercial or catering equipment provided to the Company for inspection, diagnosis, repair, servicing, or maintenance.
- "**Works**" means all diagnostic, service, repair, maintenance, and related services carried out by the Company.
- "**Quotation**" means any written estimate provided by the Company.

2. Basis of Contract

2.1 These Terms and Conditions apply to all service and repair Works carried out by the Company in the United Kingdom.

2.2 The Customer confirms it is acting **in the course of business** and not as a consumer.

2.3 These Terms apply to the exclusion of any terms proposed by the Customer unless expressly agreed in writing by the Company.

2.4 A contract is formed when the Customer instructs the Company to proceed with the Works, whether verbally, in writing, or by conduct.

3. Quotations and Estimates

3.1 All Quotations are estimates only and are valid for **30 days** unless stated otherwise.

3.2 Quotations are based on a preliminary inspection and may be subject to revision if additional faults or issues are identified during the Works.

3.3 Where reasonably practicable, the Company will seek the Customer's approval before undertaking additional chargeable Works beyond the original Quotation.

4. Call-Out, Diagnostic, and Labour Charges

4.1 Call-out fees, diagnostic charges, and minimum labour charges apply whether or not a repair is completed or the Equipment is repairable.

4.2 Diagnostic charges are non-refundable and cover fault-finding, testing, and reporting.

4.3 Labour is charged at the Company's prevailing rates unless otherwise agreed in writing.

5. Parts and Materials

5.1 Replacement parts supplied may be new, refurbished, or manufacturer-approved equivalents unless otherwise agreed.

5.2 All parts supplied remain the property of the Company until paid for in full.

5.3 Parts are supplied subject to the **manufacturer's warranty only**, the terms and duration of which may vary.

5.4 The Company gives no independent warranty in respect of parts and shall not be responsible for manufacturer warranty decisions.

6. Repair Times and Access

6.1 Any timescales provided for attendance or completion are estimates only and not guaranteed.

6.2 The Customer shall provide safe, clear, and unrestricted access to the Equipment, including utilities and isolation where required.

6.3 The Company reserves the right to charge additional costs arising from delays caused by lack of access, unsafe conditions, or incomplete information.

7. Customer Responsibilities

The Customer warrants that:

- It has legal ownership of, or authority to authorise repair of, the Equipment.
- The Equipment has been installed, used, and maintained in accordance with manufacturer instructions and applicable regulations.
- Accurate information relating to faults, usage, and previous repairs has been disclosed.
- The working environment complies with all applicable health and safety legislation.

8. Warranty on Repair Work

8.1 The Company provides a **30-day warranty on labour only** for repair Works, commencing from the date of completion.

8.2 The labour warranty covers only the specific repair work carried out by the Company.

8.3 The labour warranty does **not** cover:

- Subsequent or unrelated faults
- Misuse, neglect, accidental damage, or improper operation
- Electrical supply faults, gas supply issues, water quality or scale build-up
- Failure caused by poor ventilation, blocked filters, or environmental conditions
- Equipment not maintained in accordance with manufacturer guidance

8.4 Parts fitted during repair are covered solely by the **manufacturer's warranty**, if any.

8.5 Any concerns, defects, or disputes relating to the Works or the invoiced charges must be notified to the Company **in writing within the applicable warranty period**.

8.6 Where no such notification is received within the warranty period, the Works shall be deemed to have been completed to the Customer's satisfaction and the invoice shall remain payable in full in accordance with these Terms.

9. Limitation of Liability

9.1 Nothing in these Terms limits or excludes liability for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Any liability which cannot be limited or excluded under UK law

9.2 Subject to clause 9.1, the Company shall not be liable for:

- Loss of profit, revenue, or business
- Loss of use or business interruption
- Indirect or consequential losses

9.3 The Company's total liability arising out of or in connection with the Works shall be limited to the total value of the Works giving rise to the claim.

10. Equipment Beyond Economical Repair (BER)

10.1 If the Equipment is deemed beyond economical repair, the Company may charge for diagnostics, labour, and call-out already undertaken.

10.2 The Customer is responsible for the collection, storage, or disposal of BER Equipment unless otherwise agreed in writing.

11. Payment Terms

11.1 Unless otherwise agreed, invoices are payable within **30 days** of the invoice date.

11.2 The Company will offer an **early settlement discount of 5%** on the total invoice value where payment is received **within 7 days of the invoice date**.

11.3 The Company reserves the right to require **payment in advance** for parts, call-outs or Works, particularly where the Customer has a history of late payment.

11.4 Late payments may attract statutory interest, fixed compensation, and recovery costs in accordance with the **Late Payment of Commercial Debts (Interest) Act 1998**.

11.5 The Company retains a lien over the Equipment until all sums due to the Company have been paid in full.

12. Cancellation and Aborted Visits

12.1 The Customer must provide a minimum of **24 hours' notice** to cancel a scheduled visit.

12.2 The Company reserves the right to charge for late cancellations, aborted visits, or Works already carried out.

13. Force Majeure

The Company shall not be liable for delay or failure to perform due to circumstances beyond its reasonable control, including but not limited to supplier failure, adverse weather, strikes, or utility outages.

14. Data Protection

Personal data will be processed in accordance with the **UK GDPR** and the Data Protection Act 2018.

15. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of **England and Wales**, and the courts of England and Wales shall have exclusive jurisdiction.

16. Company Details

Company Name: Bob Hopper & Co Ltd

Registered Address: Unit 4 Barnwell Business Park, Barnwell Drive, Cambridge, CB5 8UX

Telephone: 01223 506001

Email: info@bobhopper.co.uk

Last updated: 24/02/2026