

Sales & Installation Terms and Conditions (UK – B2B)

Important: These Terms and Conditions apply to **UK-based, business-to-business (B2B) sales and installation** of 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 purchasing Goods and/or Installation Services from the Company.
- **"Goods"** means any commercial or catering equipment supplied by the Company.
- **"Installation Services"** means delivery, positioning, installation, commissioning, testing, and related works carried out by the Company in connection with the Goods.
- **"Quotation"** means any written quotation or order confirmation issued by the Company.

2. Basis of Contract

2.1 These Terms and Conditions apply to all sales of Goods and Installation Services provided 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 accepts a Quotation, places an order, or otherwise instructs the Company to proceed, whether verbally, in writing, or by conduct.

3. Quotations and Orders

3.1 All Quotations are valid for 30 days unless stated otherwise.

3.2 Quotations are based on information provided by the Customer and assume suitable site conditions, access, and services are available.

3.3 Any changes to the scope of Goods or Installation Services may result in a revised price and/or delivery timescale.

4. Deposits and Payment Structure

4.1 The Company reserves the right to require a **minimum deposit of 30%** of the total order value prior to ordering Goods or scheduling delivery or Installation Services.

4.2 For bespoke, non-standard, or high-value Goods, the Company may require a **deposit of up to 50%**.

4.3 Deposits must be paid in cleared funds before the Company will place orders with suppliers or confirm delivery or installation dates.

4.4 Unless otherwise agreed in writing, the **balance of the invoice is payable on delivery of the Goods or on completion of Installation Services**, whichever occurs later.

4.5 The Company may withhold delivery, installation, or commissioning where payment terms have not been met.

5. Delivery and Installation

5.1 Any delivery or installation dates provided are estimates only and not guaranteed.

5.2 The Customer shall ensure that the site is ready for delivery and installation, including:

- Safe and unrestricted access
- Suitable utilities (gas, electric, water, drainage, ventilation)
- Compliance with all relevant regulations and manufacturer requirements

5.3 The Company shall not be responsible for delays or additional costs arising from site conditions, lack of access, or incomplete preparatory works.

6. Abortive Installations

6.1 Where Installation Services cannot proceed on the agreed date due to circumstances within the Customer's control (including but not limited to site unpreparedness, lack of access, missing services, or third-party delays), the Company reserves the right to charge for:

- Abortive visit costs
- Labour time incurred
- Delivery and handling charges
- Any additional costs reasonably incurred

6.2 Any subsequent installation visit shall be chargeable at the Company's prevailing rates.

7. Risk and Title

7.1 Risk in the Goods shall pass to the Customer upon delivery to the Customer's premises or site.

7.2 Title to the Goods shall not pass to the Customer until payment has been made in full, including all associated delivery and installation charges.

8. Warranty

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

8.2 The Company gives no independent warranty in respect of the Goods.

8.3 Installation Services are warranted for a period of **30 days from completion**, covering workmanship only.

8.4 Warranties do not cover faults arising from misuse, lack of maintenance, unsuitable site conditions, or failure to comply with manufacturer instructions.

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 Goods or Installation Services shall be limited to the total value of the relevant order.

10. Cancellation

10.1 Orders for Goods may not be cancelled once the Company has placed orders with suppliers, particularly for bespoke or non-returnable items.

10.2 Where cancellation is accepted, the Customer shall be liable for any costs incurred by the Company, including supplier charges, delivery costs, and administrative expenses.

11. Late Payment

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

11.2 The Company reserves the right to suspend further deliveries or Installation Services where payment is overdue.

12. Force Majeure

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

13. Data Protection

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

14. 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.

15. 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