

Terms & Conditions

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1. Definitions

In these Conditions: "Catalogue" means the Company's catalogue from time to time;

"Company" means Bunzl UK Ltd, trading as Bunzl Lockhart Catering Equipment incorporating Walley and Windsor Wholesale;

"Contract" means an agreement between the Company and the Customer for the sale and purchase of Goods on these Conditions;

"Customer" means the person, firm or company to whom the Goods are sold;

"Goods" means the goods sold or to be sold by the Company to the Customer;

"Invoice" means an invoice issued by the Company in respect of Goods; and

"Order" means the Customer's order as placed with the Company in accordance with Condition 3.1.

2. Application of conditions and additional conditions

2.1 Orders will only be accepted and Goods will only be supplied by the Company subject to these Conditions.

2.2 No other conditions (including any written terms and conditions of the Customer) will apply unless expressly accepted by the Company in writing.

2.3 These Conditions shall apply notwithstanding any previous representation or warranty of whatsoever nature made by the Company, its directors, employees or agents.

2.4 Neither party shall be bound by any variation, waiver or addition to these Conditions unless agreed by both parties in writing.

2.5 The Company is under no obligation to accept any Order received.

3. Formation of contract

3.1 The Customer may place an Order:-

3.1.1 in writing sent to the Company or by telephone to the Company or online via the company's website or orally to a sales representative of the Company; or

3.1.2 by written or oral acceptance of a quotation received from the Company, in which case the Company's quotation constitutes an invitation to treat only.

3.2 The Contract shall be made when the Company accepts the Customer's Order.

3.3 The Company may accept the Customer's Order either:

3.3.1 by written notice; or

3.3.2 by delivery of all or part of the Goods to the Customer pursuant to the Order.

3.4 The Company will not accept any Order for Goods totalling less than £25 excluding VAT. However where orders are placed online via our website (www.lockhart.co.uk) no minimum order value applies.

3.5 No Order may be cancelled by the Customer without the Company's written agreement. If the Customer cancels such an Order, the Customer must indemnify the Company in full against all loss (including loss of profit), costs including but not limited to all labour and materials used), damages, charges and/or expenses incurred by the Company in relation to the Order and/or cancellation.

3.6 For customers who have agreed contract terms with the Company, goods ordered in error by a Customer cannot be returned to the Company unless the Company agrees and the Customer agrees to pay a reasonable restocking fee to cover the Company's administrative and other costs incurred in accepting the returned Goods. For other Customers, the Company offers a 30 day money-back guarantee should the Customer subsequently decide that the products no longer meet their requirements. Products must be returned within 30 days of purchase, unused, undamaged and in their original packaging. The condition of products will be checked and verified before any refund is issued. Very large or bulky items may be subject to a re-stocking fee. Specialist bespoke products, installed products and warehouse clearance lines are specifically excluded from this 30 day money-back guarantee.

3.7 The Company is under no obligation to accept any Order received.

3.8 The Company makes every effort to ensure the accuracy of its website and the contents thereof. However, if as a result of human error or system problems an Order on terms (including price) that is either materially different from the price of the same or similar products available in the general market (excluding any discounts or other promotions) at the time the Order was placed and/or accepted; or clearly incorrect, the Company shall notify the Customer of the same. Such notice shall offer the Customer (at the Customer's election and within the time period specified) the opportunity to:

3.8.1 cancel the Order and return the affected Goods to the Company (in a saleable condition) at the Company's expense for a full refund; or

3.8.2 pay the difference between the erroneous price and the lower of the Company's published price at the time of the Order or such price at the time of the notice.

3.9 If the Customer fails (within the specified time period) to either so cancel the Order and return the Goods in a saleable condition or make payment to the Company, the Company shall be entitled to recover such price difference from the Customer.

4. Delivery

4.1 Delivery dates are approximate only. Whilst the Company will use reasonable endeavours to meet delivery dates, the Company does not accept responsibility or liability if any delivery dates are not met. Time for delivery shall not be of the essence of any Contract and shall not be made so by the service of any notice.

4.2 The Company may deliver any Order in instalments and invoice the Customer separately for each such delivery.

4.3 If the Customer refuses or fails to take delivery of Goods tendered in accordance with the Contract, or fails to take any action necessary on its part for delivery of the Goods, the Company may:

4.3.1 terminate the Contract with immediate effect;

4.3.2 dispose of the Goods as the Company may determine; and

4.3.3 recover from the Customer any loss and/or additional costs incurred as a result of such refusal or failure (including but not limited to storage costs from the due date of delivery).

4.4 Section 32(2) of the Sale of Goods Act 1979 shall not apply. The Company shall not be required to give the Customer the notice specified in Section 32(3) of that Act.

4.5 Unless otherwise expressly provided, Goods shall be delivered to the Customer's usual business address as notified to the Company.

4.6 The Company reserves the right to make a charge for delivery where the value of the Goods is below such sum as the Company may from time to time specify or where the Customer requests special delivery requirements.

5. Price

5.1 All Goods are sold by the Company at its current selling prices at the date of acceptance of Order. The Company may adjust or withdraw any quotation at any time before acceptance of Order under Condition 3.

5.2 Any installation costs will be quoted separately according to the circumstances applicable. Any installation services provided by the Company or its contractors shall be subject to the Company's standard terms of supply and installation current at the date of such installation.

5.3 Unless otherwise specified, VAT and any other tax or duties payable by the Customer shall be added to the price of the Goods.

5.4 All discounts offered are subject to payment being received by the due date. Non-payment within this time will at the Company's discretion result in the discount being withdrawn on this and all outstanding accounts.

6. Payment

6.1 The Customer shall pay the Company for the Goods in local currency within 21 days from the date of Invoice. Time of payment shall be of the essence of all Contracts.

6.2 Credit Cards, Debit cards and payment through PayPal are to be used only for the purchase of goods and services for trade purposes and must not be used for purchases for any other purpose.

6.3 A credit limit may be agreed by the Company in favour of the Customer. The Company may cancel, amend or vary such credit limit from time to time.

6.4 The Company may appropriate any payment made by the Customer towards the satisfaction of any Invoice outstanding from time to time as the Company in its absolute discretion thinks fit.

6.5 The Customer may not by reason of any claim against the Company withhold payment of the price of the Goods, or claim any right of set-off against any payment due by the Customer to the Company under any Contract.

6.6 If the Customer fails to make any payment due to the Company on the due date:-

6.6.1 the Customer shall pay interest to the Company on any overdue amount at the rate of 2% over NatWest plc's base rate from time to time, to run from the due date for payment until receipt by the Company of the full amount, whether before or after judgment;

6.6.2 the entire balance outstanding on all Invoices shall become payable in full to the Company immediately without further demand, despite any provisions to the contrary in any Invoice or otherwise; and

6.6.3 the Company may, without prejudice to any other right or remedy available to it:-

(1) delay or withhold or suspend delivery under, or cancel, any or all Orders and/or Contracts;

(2) retain any amount already paid to it by the Customer; and/or

(3) inspect, repossess and/or sell the Goods or any of them at any time and the Customer shall permit the Company's employees and/or agents to enter upon any or all of the Customer's premises or vehicles for that purpose, with or without vehicles. These rights shall continue after and despite the termination for any reason of any Contract and is without prejudice to any accrued rights of the Company under such Contract.

6.7 If and when any of the termination events specified in Condition 11 occur, the price of any Goods which have not yet been paid for in full shall become due immediately (despite any credit period allowed by the Company) and the Customer shall cease to have any right to use, sell or otherwise dispose of those Goods.

6.8 The Company does not operate a sale or return policy and (unless otherwise provided in these Conditions) will therefore not accept returns of Goods unless agreed by the Company in writing.

7. Retention of title

7.1 Title in Goods delivered to the Customer shall remain in the legal and beneficial ownership of the Company until all sums due from the Customer to the Company under any Contract or other agreement have been paid in full.

7.2 Until title in the Goods passes, the Customer shall:

7.2.1 hold the Goods as bailee for the Company, take proper care of them and take all reasonable steps to prevent any damage to or deterioration of them;

7.2.2 store or keep the Goods separately, so as to show clearly that they belong to the Company;

7.2.3 insure the Goods with reputable insurers against all relevant risks for an amount that is not less than the price of such Goods and shall, if required to do so by the Company, prove to the Company that such insurance has been effected;

7.2.4 not sell or part with possession of the Goods;

7.2.5 keep the Goods free from any mortgage, charge, lien or other encumbrance;

7.2.6 notify the Company immediately if any of the events specified in Condition 11.1.1 to 11.1.5 inclusive occurs; and

7.2.7 not remove, alter, obscure, or otherwise interfere with any identifying marks or labels placed on the Goods or their packaging by the Company.

7.3 Despite this Condition 7, the Company may:

7.3.1 bring an action against the Customer for the price of the Goods if the Customer fails to pay for them in full by the due date, even though property in the Goods has not passed to the Customer; and/or

7.3.2 by notice to the Customer at any time after delivery pass property in the Goods to the Customer as from the date of such notice.

8. Risk of damage to goods

8.1 Risk in the Goods shall pass to the Customer when the Goods are delivered to the Customer, its agent or contractor.

8.2 If it is impractical to examine the Goods immediately on delivery, the Customer must clearly mark the delivery documents to state that the Goods are unexamined before signing those documents.

9. Limitations of liability

9.1 The Company is a reseller of goods manufactured by third parties. This Condition limits the scope of the Company's liability to the Customer in relation to the quality, nature and/or condition of Goods:-

9.1.1 the Company's sole responsibility shall be to give the Customer the same warranty as given to it in respect of the relevant Goods by the person, firm or company which supplied those Goods to the Company (the "Company's Supplier");

9.1.2 the Company shall not be liable for any defect or fault in any Goods for any sum greater than the amount recovered in respect of the relevant Goods from the Company's Supplier; and

9.1.3 for the avoidance of doubt, the warranty in Condition 9.1.1 is the only warranty given by the Company in relation to the Goods and all other conditions or warranties as to description, suitability, quality or state, whether expressed or implied, whether statutory or otherwise, are expressly excluded.

9.2 The Company shall not be liable to the Customer:-

9.2.1 for shortages in quantity delivered unless the Customer notifies the Company of any such claim for short delivery within twenty four hours after receipt of the Goods;

9.2.2 for non-delivery unless the Customer notifies the Company of any such claim within fourteen days after the scheduled date of delivery;

9.2.3 for damage to or loss of the Goods (or any of them) in transit (where the Goods are carried by the Company's own transport or by a carrier on behalf of the Company) unless the Customer notifies the Company of any such claim within twenty four hours after receipt of the Goods or the scheduled date of delivery, whichever is the earlier;

9.2.4 for defects in the Goods caused by abnormal or unsuitable conditions of storage or use or any act, neglect or default of the Customer or of any third party;

9.2.5 for other defects in the Goods unless the Customer notifies the Company of any such claim within one month after receipt of the Goods or, where the defect would not be apparent on reasonable inspection, within three months of receipt. 9.3 Where liability is accepted by the Company under Conditions 9.1 and/or 9.2, the Company's only obligation shall be (at its option):

9.3.1 to make good any short or non-delivery;

9.3.2 to replace any Goods found to be damaged or defective; and/or

9.3.3 to credit the value of such Goods against future invoices to the Customer/refund the cost of such Goods to the Customer.

9.4 The Company's aggregate liability to the Customer whether for negligence, breach of contract, misrepresentation or otherwise shall not in any circumstances exceed the cost of the defective, damaged or undelivered Goods which give rise to such liability, as determined by the net price invoiced to the Customer, in respect of any occurrence or series of occurrences.

9.5 Subject to this Condition 9:

9.5.1 all conditions, warranties and representations expressed or implied by statute, common law or otherwise in relation to the Goods are excluded;

9.5.2 the Company shall be under no liability to the Customer for any loss, damage or injury, direct or indirect, resulting from defects in design, materials or workmanship or otherwise, however arising (and whether or not caused by the negligence of the Company, its employees or agents) other than liability for death or personal injury resulting from the Company's negligence; and

9.5.3 the Company shall have no liability for any indirect or consequential losses or expenses suffered by the Customer, however caused, and including (but not limited to) loss of anticipated profits, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims.

9.6 Nothing in this Condition 9 limits the Company's liability in respect of any claim for personal injury or death caused by the Company, its employees, agents and/or sub-contractors.

9.7 Every effort is made to ensure that the descriptions of the goods on the Website are correct and not misleading at the time of going to press. Where the descriptions are inaccurate the Company will use all reasonable endeavours to notify customers wishing to order the relevant goods at the time the order is taken. Whilst the Company takes every care in the preparation of its website, sales literature, catalogues, data sheets, price lists, and other literature, the particulars detailed (including images) are for the Customer's general guidance only. They shall not constitute representations by the Customer and the Customer shall not be bound by them.

9.8 Any advice or recommendation given by the Company (or its employees or agents) to the Customer (or its employees or agents) as to the storage, application or use of the Goods which is not confirmed by the Company in writing is followed or acted upon entirely at the Customer's own risk and the Company shall not be liable for any such advice or recommendation not confirmed by it in writing.

9.9 The Company reserves the right to alter specifications of the Goods without giving notice, but will advise Customers of any changes (other than changes of a minor nature) at the time an Order is received and the Customer shall be given an opportunity to cancel the Order at that time in respect of those Goods which have been changed (other than by changes of a minor nature).

10. Samples

Any goods required for samples will be dispatched and charged accordingly. Samples not required must be returned within 21 days from receipt and all carriage and packing costs must be borne by the Customer. Any samples not required to be returned to the Company must not be sold on by the Customer.

11. Termination

11.1 If:

11.1.1 the Customer defaults in or commits any breach of any of its obligations to the Company (under a Contract or otherwise), or ceases or threatens to cease to carry on its business or a substantial part of it;

11.1.2 any distress or execution is levied on any of the Customer's property;

11.1.3 in respect of the Customer (being an individual) an application is made for an individual voluntary arrangement, or the Customer otherwise makes or offers to make any arrangement or composition with its creditors, or a bankruptcy petition is presented;

11.1.4 if in respect of the Customer (being a company) a proposal is made for a company voluntary arrangement, or any resolution or petition to wind up the Customer is passed or presented, or a receiver or administrative receiver is appointed over the Customer's undertaking, property or assets or any material part of them, or a petition is presented to the court for an administration order in respect of the Customer;

11.1.5 the Customer takes or suffers any similar or analogous action due to debt; or

11.1.6 if on more than one occasion any cheque from the Customer in favour of the Company is not honoured on first presentation the Company may (without prejudice to any of its other rights) suspend further deliveries to the Customer and/or (by notice in writing to the Customer) terminate any Contract.

11.2 Upon termination of any Contracts under this Condition 11, any indebtedness of the Customer to the Company shall become due and payable immediately and the Company shall be relieved of any further obligation to supply any Goods to the Customer under such Contracts.

12. Force Majeure

12.1 The Company shall not be liable to the Customer for any loss or damage which may be suffered by the Customer as a direct or indirect result of the supply of Goods by the Company being prevented, hindered, delayed, cancelled or rendered uneconomic by reason of circumstances or events beyond the Company's reasonable control including (but not limited to): acts of God; war; riot; strike; lock-out, trade dispute or labour disturbance; accident; break-down of plant or machinery; fire; flood; storm; difficulty or increased expense in obtaining workmen, materials or transport; or other circumstances affecting the supply of the Goods by the Company's normal source of supply, or the delivery of the Goods by the Company's normal route or means of delivery.

13. General

13.1 Notices or other communications required to be given by either party under these Conditions shall be in writing and (a) delivered personally; or (b) sent by pre-paid recorded delivery post (airmail if sent abroad) or by facsimile transmission together with a confirmation copy by pre paid first class post (airmail if sent abroad) to the intended recipient at its last known address or fax number.

13.2 No forbearance or indulgence on the Company's part in enforcing these Conditions shall prejudice the Company's strict rights under these Conditions nor shall it be construed as a waiver of such rights.

13.3 If any of these Conditions is rendered or held to be void or unenforceable in whole or in part, then it shall be unenforceable only to the extent that it is shown that it would not be lawful, fair or reasonable to allow reliance upon it and no further and the remaining Conditions shall remain in full force and effect.

13.4 No remedy given under these Conditions shall be exclusive of any other remedy given under these Conditions, at common law or otherwise. Each and every remedy shall be cumulative.

13.5 The Customer shall not sub-contract, assign or otherwise transfer any or all of its rights and/or obligations under any Contract without the prior written consent of the Company.

13.6 Each Contract and these Conditions shall be governed by English law. The parties irrevocably submit to the exclusive jurisdiction of the English Courts.

14. Customers Property

Customer's property and all property supplied by the Company or on behalf of the Customer shall, while it is in the Company's possession or in transit to or from the Customer, be at the Customer's risk.

15. Specifications

All weights, measurements and specification quoted by the Company are nominal and subject to manufacturing tolerances and, therefore, exact conformity with submitted samples cannot be guaranteed.

16. Loan or hire

The Company does not loan or hire equipment.

17. The waste electrical and electronic equipment (WEEE) Directive (Reg. No. WEE/HJ0256QW)

As an importer and distributor for the business to business market, Bunzl Lockhart Catering Equipment is committed to the protection of the environment and therefore implementation of the WEEE directive. The most practical method to achieve compliance is to offer customers a collection and disposal service at the end of their equipment life cycle. This service will be chargeable.

18. Promotional Discounts & Voucher Codes

18.1. Discounts/Codes can only be used in conjunction with an online order.

18.2. Discounts/Codes must be entered at the basket stage to trigger the discount shown. They cannot be claimed retrospectively.

18.3. Unless otherwise specified, Discounts/Codes are single-use per customer and cannot be re-used on subsequent orders.

18.4. Customers can only apply one Discounts/Codes per order. If you would like to use more than one Discount/Code, you will need to place multiple orders.

18.5. All Discounts/Codes are time limited and must be used during the validity dates shown.

18.6. Discounts/Codes are only available to registered web-users paying with a debit / credit card or paypal. Trade accounts with credit terms are not eligible.

18.7. Unless otherwise specified, all products prefixed with 'PB' or 'PY' are excluded from promotional discounts and/or voucher codes.

18.8. All online orders using Discounts/Codes are still subject to our standard Terms & Conditions.

IMPORTANT NOTE: Although great care has been taken to ensure that all specifications, images and prices are correct at time of going to the website, all information is liable to correction. Bunzl Lockhart Catering Equipment reserve the right to alter specifications and prices without prior notice.