

My Academy magazine customers please note that 10% discount codes exclude categories as follows:

Dining Room, Food Prep machines, Refrigeration, Cooking machines, Cookery Trolleys, Dishwashers and Tabling, Servery Counters and Tables and Sinks. 10% discount is applicable to the rest of the categories.

Terms & Conditions

All dealings including all quotations and any other order placed following such quotation are subject to the following conditions of sale in which 'FACTORY FIRST ESSEX LTD' trading as 'SCHOOLCATERINGEQUIPMENT.CO.UK' is referred to as 'The Company'.

1. Validity of quotation

No purported variation of these terms shall constitute a contract until accepted in writing by The Company. The company reserves the right to refuse any order, including subsequent to the sending of an order acknowledgement email.

2. PRICES

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 Non-payment within this time will at the Company's discretion result in the discount being withdrawn on this and all outstanding accounts.

3. PAYMENT

All customers shall pay the price in full strictly within 30 days of the date of invoice. If payment is not made on or before the due date, the customer shall pay The Company interest at the rate of 4 % per annum above the base lending rate of National Westminster Bank plc from the due date for payment until the date of actual payment. All products remain the property of the company until full payment has been made.

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. WARRANTY

The Company warrants that all goods supplied by it will correspond to their specification and will be free from defects in materials or workmanship for a period of 12 months from the date of delivery. The Company's obligation in the event of a breach of this warranty is limited to the repair or replacement of any defective goods, which shall be returned to The Company by the customer. This warranty is given in lieu of all other warranties or conditions expressed or implied (whether by statute or otherwise) and is subject to the following conditions:

5.1 Claims must be notified in writing to The Company within 24 hours from the date of delivery.

5.2 The Company shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the customer.

5.3 The Company shall be under no liability if the defect or failure, in the reasonable opinion of The Company, arises from wilful damage or misuse, negligence by the customer or any third party, failure to follow The Company's instructions, or alteration or repair of the goods without The Company's prior approval.

5.4 The Company shall be under no liability if the price for the goods has not been paid by the due date for payment.

5.5 The above warranty does not extend to parts, materials or equipment not manufactured by The Company, in respect of which the customer shall be entitled only to benefit of any such warranty or guarantee as is given by the manufacturer to The Company.

5.6 Except in the case of death or personal injury caused by The Company's negligence, The Company shall not be liable for any consequential loss or damage (whether for loss of profit or otherwise) or other claims for consequential compensation.

7. Damage in transit

The Company does not accept any liability for loss or damage to the goods while in transit to the customer.

8. Risk

The risk in the goods shall pass to the customer on delivery to the customer or (if earlier) when possession of the goods is taken by a carrier for delivery to the customer.

9. Force majeure

The Company shall not be liable to the customer, or deemed to be in breach of any contract with the customer, by reason of any delay in performing, or any failure to perform, any of The Company's obligations in relation to the goods. If the delay or failure was due to force majeure or to any other cause beyond The Company's reasonable control.

10. Reservation of title

10.1 The goods sold under these Conditions shall remain the absolute property of The Company and legal title in the goods shall remain vested in The Company until payment in full of all amounts invoiced or due to The Company in respect of the Goods.

10.2 Until such time as the property in and legal title to the Goods passes to the Customer, the Customer shall hold the Goods as The Company's fiduciary agent and bailee and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected, insured and identified as The Company's property. Until that time, the customer shall be entitled to resell or use the Goods in ordinary course of its business, but shall account to The Company for the proceeds of sales of the Goods, including insurance proceeds, and shall keep all such proceeds separate from any moneys of the customer and of third parties.

10.3 The Customer shall not be entitled to pledge or charge, by way of security for any indebtedness, any of the goods which remain the property of The Company but, if the Customer does so, all moneys owing by the Customer to The Company shall (without prejudice to any other right or remedy of the reseller) forthwith become due and payable.

10.4 The Company shall be entitled to maintain an action for the price of the goods notwithstanding that title in them has not passed to the customer.

11. Patent rights

The acceptance of a quotation includes the recognition by the customer of the right of The Company under any patent rights, trademarks, registered designs or other intellectual property rights relating to the goods, and the customer undertakes that patent numbers, trademarks or other trade markings on goods supplied shall not be obliterated, altered or defaced.

12. Applicable law

These conditions shall be governed by and construed in accordance with English Law and the parties acknowledge the exclusive jurisdiction of the English Courts.

13. 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.

14. THE WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT (WEEE) DIRECTIVE (REG. NO. WEE/HJ0256QW)

As an importer and distributor for the business to business market, Factory First 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.

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

15. RETURNS POLICY

15.1 Goods are not supplied on a sale or return basis.

15.2 The Company reserves the right to impose an administration charge on all returns. Due to the high cost of carriage and handling, a restocking fee may be incurred if it is necessary.

15.3 Once the Company has acknowledged the buyer's order, the buyer may only cancel the order if the Company agrees to accept such cancellation. In such an event the Company reserves the right to charge a cancellation fee in respect of its cost, which the buyer shall pay.

15.4 Mail and web ordered goods will be accepted for return entirely at The Company's discretion, within 30 days of delivery to the Buyer providing that they are unused, in perfect condition and in their original packaging. The carriage cost of any products returned will be met by the customer. Any products delivered that do not match the products originally ordered by the customer, the cost of collection will be met by the company.

The Buyer must contact the Company to obtain authorisation to return goods on the Customer Services Returns line – 0845 309 6355. Any goods returned to the Company without authorisation or not in the condition set out above will be rejected and returned to the Buyer at their cost. The Company reserves the right to impose an administration charge on all returns over a week from ordering of 20%.

15.5 Where goods do not appear at schoolcateringequipment.co.uk and are specially ordered for the Buyer, the Company will only accept return of the goods if they are defective and returned

within 30 days of delivery by the Buyer. This also applies to goods that have been embroidered or engraved.

15.6 To return installed goods, the Buyer must call the returns line – 0845 309 6355, whereby the Company will decide upon the most appropriate course of action.

15.7 Where goods are returned in their original packaging, this packaging must be in intact condition. The Company reserves the right to impose a charge for any damaged packaging.

Carriage Charges - 1st October 2008

STANDARD DELIVERY SERVICE UK MAINLAND (Orders received by midday are normally despatched)

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Order Value Under £100 ex VAT

Order Value Over £200

STANDARD

£5.95

FREE

PREMIUM DELIVERY SERVICE UK MAINLAND

NEXT DAY BEFORE 9am

£21.95

£15

NEXT DAY BEFORE 10am

£16.95

£10

NEXT DAY BEFORE 12 noon

£11.95

£5

OFFSHORE AND REMOTE

Northern Ireland, Highlands, Isle of Man, Isle of Wight

£14.95

£9.95

Scottish Islands

£29.95

£15

Channel Islands

£16.95

£10

Alderney

£31.95

£2

- Most items are available ex-stock for immediate despatch. For delivery to the Highlands and Islands of Scotland, Northern Ireland, Isle of Man and the Channel Islands please allow two days and there may be an extra charge for large, heavy and fragile items.

- Hazardous Goods: Certain items, e.g. butane gas cannisters and chafing fuel, are not available outside the UK Mainland.

Extended Delivery Items

Some items have extended delivery times. This applies to most heavy or bulky items and some items of crockery.

They are marked with the following icons:

Items marked with a '48 Hour Delivery' flash are stocked lines that are not available for next day delivery as they require additional handling.

Please note delivery within 48 hours is not guaranteed due to the nature of the products and their delivery requirements.

Items marked with a '3 - 5 Day Delivery' flash are supplied direct from the manufacturer, and hence actual delivery time cannot be guaranteed.

- Please note we cannot guarantee delivery within these lead times

Heavy Equipment

- Delivery of machines, refrigeration and all flat-pack items will be made to the ground floor entrance to the building. It does not include negotiating lifts or stairs.

- Customers are responsible for ensuring that products ordered will fit through doorways and into their premises. We cannot accept responsibility if it will not fit. Any carriage charges caused by an aborted delivery are the customer's responsibility.

- Delivery does not include unpacking or positioning or assembling items.

Embroidered and Engraved Items

- Orders including embroidery or engraving will not be part-despatched - please allow 4-5 working days for delivery.

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Virtuemart - we use this to carry the products you place in your cart to the checkout of the store.