|  |  |
| --- | --- |
| {{ customer }}  {{ company }}  **{{quote\_title}}** | Date: {{ date }}  Halton Ref: {{ project\_number }}  Sales Contact:  {{sales\_contact\_name}} {{contact\_number}} |

Dear {{ customer\_first\_name }},

*Re:* **{{project\_name}}, {{location}}**

With reference to the above project and your recent enquiry, we have pleasure in submitting our quotation.

The kitchen ventilation works listed within this quotation have been designed and selected based upon the provisional site survey / site-specific kitchen layout drawings and information provided by your good selves.

*Specification(s):* N/A

*Drawing Number(s):* N/A

We trust the quotation meets with your approval. Should you have any further requirements or queries, please do not hesitate to contact the Halton Sales Team or your Area Sales Manager listed at the top of this quotation.

Yours sincerely,

{{estimator\_name}}

({{estimator\_role}})

Customer Service Department

For & behalf of Halton Foodservice Limited

*Re:* **{{project\_name}}, {{location}}.**

**Scope of Works**

To supply, deliver, install & commission:

{% for item in scope\_items %}

* {{ item }}{% endfor %}

**We specifically exclude any works not mentioned for within this quotation. If you think we have missed something out, please call the Sales Team immediately for clarification.**

**1.0 Halton Canopy Specification**

All Halton kitchen ventilation canopies are manufactured in accordance with DW/172, “*HVCA Specification for Kitchen Ventilation Systems*”. As standard, all canopies are constructed from 1.20mm thick Grade 304 satin finish stainless steel, with a full perimeter 50mm x 25mm condensation channel, as required.

All joints and seams are liquid tight.

An adequate number of hanging brackets shall be provided on the roof of the canopy for site installation purposes. Canopy lighting is designed and selected to provide a minimum average illumination level of 500 lux to the cooking surface.

{% for area in areas %}

**{{area.name.upper()}}**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **ITEM**  **NO.** | **CANOPY**  **MODEL** | **DIMENSIONS (mm)** | | | **SECT**  **QTY** | **EXT.VOL.**  **(m³/s)** | **EXTRACT**  **STATIC**  **(Pa)** | **MUA VOL.**  **(m³/s)** | **SUPPLY**  **STATIC**  **(Pa)** | **LIGHTING**  **TYPE** |
| **L** | **W** | H |
| {%tr for canopy in area.canopies %} |  |  |  |  |  |  |  |  |  |  |
| {{canopy.item\_no }} | {{canopy.model}} | {{canopy.length}} | {{canopy.width}} | {{canopy.length}} | {{canopy.sections}} | {{canopy.ext\_vol}} | {{canopy.ext\_static}} | {{canopy.mua\_vol}} | 45 | {{ canopy.lighting}} |
| {%tr endfor %} |  |  |  |  |  |  |  |  |  |  |

***Important Note: -*** The make-up air flows shown above are the maximum that we can introduce through the canopy. This should be equal to approximately 85% of the extract i.e. {{area.mua\_calculations.required\_mua }} m3/s

In this instance it only totals {{area.mua\_calculations.total\_mua\_volume}} m3/s therefore the shortfall of {{area.mua\_calculations.mua\_shortfall}} m3/s must be introduced through ceiling grilles or diffusers, by others.

If you require further guidance on this, please do not hesitate to contact us.

{% if area.has\_uv %}

***Specific Notes:***

Canopy UV-C to be controlled via the Halton GOT panel / Edge connectivity system.{% endif %}

{% endfor %}{% if has\_water\_wash %}

**CWS / HWS Capacities for Water Mist / Wash Canopies**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM** | **CANOPY** | **50mm** | **CWS @ 2 Bar** | **HWS @ 2 Bar** | **HWS Storage** |
| **NO.** | **MODEL\*** | **Drain Conns** |  |  |  |
|  |  |  | Continuous during  operation | 3 minute wash  cycle | 3 minute wash  usage |
| {%tr for canopy in ww\_canopies %} |  |  |  |  |  |
| {{canopy.reference\_number}} | {{canopy.model}} |  | {{canopy.cws\_2bar}} | {{canopy.hws\_2bar}} | {{canopy.hws\_storage}} |
| {%tr endfor %} |  |  |  |  |  |

{% endif %}{%if has\_fire\_suppression %}

**Ansul R102 Fire Suppression System**

The restaurant fire suppression system is a pre-engineered, wet chemical, cartridge-operated, regulated pressure type with a fixed nozzle agent distribution network. The system is capable of automatic detection and actuation and / or remote manual actuation to provide fire protection to the cooking appliances, canopy exhaust duct and canopy filter plenum. Fire alarm / BMS connections to the release module to be carried out by others.

{% for area in areas %}

{%if area.has\_fire\_suppression %}

**{{area.name.upper()}}**

|  |  |  |  |
| --- | --- | --- | --- |
| **ITEM** | **SYSTEM DESCRIPTION / LOCATION** | **MANUAL** | **TANK** |
| **NUMBER** | **RELEASE** | **QUANTITY** |
| **{%tr for fs\_canopy in area.fire\_suppression\_canopies%}** |  |  |  |
| {{fs\_canopy.item\_no}} | {{fs\_canopy.system\_description }} | {{fs\_canopy.manual\_release }} | {{fs\_canopy.tank\_quantity}} |
| {%tr endfor %} |  |  |  |

{%endif%}{% endfor %}{% endif %}

{% if has\_cladding %}

**2.0 Halton Wall Cladding**

To supply and install 1.20mm thick satin finish stainless steel wall cladding areas listed below. Wall cladding to be supplied and installed with suitable end caps and jointing strips. Halton are to cut out and / or drill holes to cladding for cook line services if all recessed first fix back boxes have been installed prior to Halton’s site attendance.

Please note, all wall surfaces are to be fully prepared by others to provide for a flat, dry surface, free of loose debris in preparation for wall cladding installation by Halton.

|  |  |  |  |
| --- | --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **DIMENSIONS (mm)** | |
| **NO.** | **WIDTH** | **HEIGHT** |
| {%tr for item in cladding\_items%} |  |  |  |
| {{item.item\_no}} | {{item.description}} | {{item.width}} | {{item.height}} |
| {%tr endfor %} |  |  |  |

{% endif %}

**DW/172 Compliance**

The Halton Foodservice range of kitchen ventilation products are designed, manufactured and installed to comply with industry standard DW/172: 2ND Edition 2018 (Amended), *BESA Specification for Kitchen Ventilation Systems”.*

**Pricing Schedule{% for area in areas %}**

**{{area.name.upper()}}**

|  |  |  |  |
| --- | --- | --- | --- |
|  | ***ITEM*** | ***CANOPY SCHEDULE*** | ***PRICE*** |
| ***{%tr for canopy in area.canopies %}*** |  |  |
| {{-canopy.  item\_no-}} | Halton {{canopy.model}} canopy, ex-works | £{{canopy.base\_price}} |
|  | Extra over for emergency lighting **xxNo, @ £100.00 if required** | £0.00 |
| {%tr endfor%} |  |  |
|  | Delivery & Installation | £{{area.delivery\_total }} |
|  | Commissioning | £{{area.commissioning\_total}} |
| ***SUB TOTAL*** | | **£{{area.area\_total}}** |

{%if area.has\_uv%}

|  |  |  |  |
| --- | --- | --- | --- |
|  | ***ITEM*** | ***UV-c CONTROL SCHEDULE*** | ***PRICE*** |
| UV-c | \*Optional Remote Monitoring Connectivity, supplied and installed | £{{area.uv\_total}} |
| ***SUB TOTAL*** | | **£{{area.uv\_total }}** |

\*Please see Service & Maintenance below{%endif%}

{%if area.has\_cladding %}

|  |  |  |  |
| --- | --- | --- | --- |
|  | ***ITEM*** | ***CLADDING SCHEDULE*** | ***PRICE*** |
| {%tr for item in  area.cladding\_items %} |  |  |
| {{item.item\_no}} | Cladding below Item {{item.item\_no}}, supplied and installed | £{{item.price}} |
| {%tr endfor %} |  |  |
| ***SUB TOTAL*** | | **£{{area.cladding\_total}}** |

{%endif%}

{% if area.has\_fire\_suppression %}

|  |  |  |  |
| --- | --- | --- | --- |
|  | ***ITEM*** | ***ANSUL FIRE SUPPRESSION SCHEDULE*** | ***PRICE*** |
| **{%tr for fs\_canopy in area.fire\_suppression\_canopies%}** |  |  |
| {{fs\_canopy.item\_no}} | Ansul R102 system. Supplied, installed & commissioned. | £{{ fs\_canopy.total\_price}} |
| {%tr endfor %} |  |  |
| ***SUB TOTAL*** | | **£{{area.fire\_suppression\_data. total\_price }}** |

{%endif%}

|  |  |  |
| --- | --- | --- |
| **£** | **{{area.name.upper()}} TOTAL *(EXCLUDING VAT)*** | **£{{area.total\_price}}** |

{% endfor %}

|  |  |  |
| --- | --- | --- |
| **£** | **TOTAL *(EXCLUDING VAT)*** | **£{{job\_total}}** |

|  |  |  |  |
| --- | --- | --- | --- |
|  | ***ITEM*** | ***EXTRA OVER PRICE SCHEDULE*** | ***PRICE*** |
|  | Extra over for emergency lighting **xxNo, @ £100.00 if required** | £ |
|  | Palletisation of canopy / SDU sections | £ |
|  | Removal and disposal of existing canopies | £ |
|  | Pull Test – 3no Max per Visit (Subject to Site Survey) | £1,350.00 |
| ***SUB TOTAL*** | | **£** |

|  |  |  |
| --- | --- | --- |
| **£** | **TOTAL *(EXCLUDING VAT)*** |  |

**Note: - Prices shown are valid in good faith for all orders and deliveries up to 28.02.2025.**

* **For orders and/or deliveries between 01.03.2025 and 24.12.2025 please allow an additional 6% uplift to quotation prices.**
* **For orders and/or deliveries between 01.01.2026 to 31.12.2026 please allow an additional 16.6% uplift to quotation prices.**
* **and a further allowance of 12% on the quotation prices, for orders and/or deliveries between 01.01.2027 to 31.12.2027**

**We reserve the right to review all quotations in circumstances of unprecedented or significant material price movements or shortages.**

**Inclusions**

1. Site survey within normal working hours to check final dimensions, access and sequence of works.
2. Issue of AutoCAD drawings for client approval and co-ordination.
3. Manufacture in accordance with client approved drawings.
4. Delivery to site. Halton are FORS GOLD accredited.
5. Installation to be carried out during normal working hours and in a continuous manner. Any overtime, broken time, night work or the like required to suit the client’s works conditions will be chargeable.
6. Site inductions during first site visit by installers.
7. Maximum fixing height up to 4.5m above finished floor level. HFL will provide access equipment up to this level.
8. Maximum 5m CWS / HWS pipework between canopy and water wash control panel.
9. Operating & maintenance manuals.
10. Commissioning.

**Exclusions**

1. VAT at the prevailing rate.
2. **We specifically exclude any works not mentioned for within this quotation. If you think we have missed something out, please call the Sales Team immediately for clarification.**
3. Any form of main contractor’s discount.
4. Retentions.
5. Builders work, including cutting openings and making good.
6. Specialist heavy lifting equipment i.e. crane
7. We have assumed that there is adequate access and facilities (i.e. lifts) available to move our product from the point of delivery to the designated working area.
8. Scaffolding.
9. Obtaining planning permission from the landlord or local authority.
10. Working outside normal working hours.
11. Site removal of protective film from finished installations.
12. Masking of gaps that occur during canopy installation due to inaccuracies in the building structure not highlighted at the tender / survey stage.
13. Infills from the top of the canopy to the ceiling above.
14. Silicon sealant or any other mastic joint between canopy and building fabric.
15. Stainless steel wall cladding.
16. Drains to waste from Waterwash canopies.
17. CWS / HWS supplies to the Waterwash control panel.
18. Fans, ductwork, Insulation, silencers etc. unless specifically included for.
19. Disposal of redundant equipment.
20. Pull testing site fixings.
21. Dead Testing fully serviced, Service Distribution Units.
22. Extract / make up air to the remainder of the kitchen (General kitchen ventilation)
23. Fire Suppression System.
24. Fire Alarm co-ordination test (1no visit)
25. Fire alarm / BMS connections to the fire suppression release module to be carried out by others.
26. Gas Interlocking System in accordance with BS:6173, to include gas solenoid valve and proving sensors.
27. CO2 monitor (Must be incorporated to override any DCKV system)
28. CO monitor
29. Running cables of any sort between the Canopy M.A.R.V.E.L. controls and the extract/supply fan VFD’S
30. The connection of any Service Distribution Unit M & E services to the site mains.
31. Suitably sized and isolated power supplies to within 1m of all plant items provided by Halton Foodservice Ltd.(HFL will be responsible for all wiring (mains & controls) from these isolators to the plant items)
32. All associated electrical site wiring, power and controls.

**Drawings**

Drawings could be submitted with 10 days from receipt of an order. All contract issue drawings in DWG format should be provided by the contractor when an order is placed, to enable drawing work to commence.

These timescales are for guidance only and are subject to review.

**Availability**

Site works could commence within 6-8 weeks of approval of our manufacturing drawings.

These timescales are for guidance only and are subject to review.

**Payment Terms**

Subject to account status. All invoices are strictly net cash, to be settled 30 days from date of invoice.

**Price Validity**

All prices are calculated as at the date of this quotation and remain open for acceptance for 90 days thereafter. ***ALL PRICES ARE SUBJECT TO A FULL AND THOROUGH SITE SURVEY.***

We trust the quotation meets with your approval. Should you have any further requirements or queries, please do not hesitate to contact the Halton Sales Team or your Area Sales Manager listed at the top of this quote

**Capture Ray UV-C Grease & Odour Systems**

The Halton Capture Ray UV-C system reduces grease and odour in the exhaust air, generated by the cooking processes. There will be a considerable reduction in the amount of grease deposit in the extract duct and the odours being discharges to atmosphere.

Each Halton Capture Ray system must be designed and considered separately for each site specific application. Halton Foodservice reserves the right to review the overall design criteria of the proposed extract system including duct runs, fan location and type of discharge point, to establish that the UV-C filtration system will be compatible to site and will operate at its optimum efficiency.

**Important Note:** *Start-up and commissioning of the Halton Capture Ray system must be carried out by authorized Halton Foodservice personnel only. Any warranties will be rendered void if this stipulation is not complied with.*

Excess ozone, generated by the Halton Capture Ray system, may be present in the extract air prior to discharge to atmosphere. World Health Organisation guidelines state that the maximum amount of ozone that can be discharge to atmosphere is 10 ppm. This issue may require increased consideration if discharging kitchen exhaust systems to low level, adjacent to residential properties or inhabited areas.

From the information provided we cannot ascertain whether this will be a problem. Please contact us to discuss further.

**Important Note:** *The Halton Capture Ray System does not have any effect on smoke, generated by the cooking process. A separate smoke filtration system must be employed to deal with this problem.*

**Service & Maintenance**

Extract ductwork will need to be inspected at regular intervals to establish a cleaning regime, as dictated by Local Authority and/ or the Landlord. However, intervals between full system deep cleans will be considerably extended compared to systems without UV-C treatment.

Please note that routine maintenance of this system is essential to ensure that it operates at its optimum efficiency.

**Important Note:** *We strongly recommend that a service and maintenance agreement is entered into with Halton upon completion of the project. All Halton warranties in will be rendered void if this stipulation is not complied with.*

**Halton Connect Remote Monitoring**

Allows for access to the customer portal, with office monitoring of systems and remote diagnostics for

breakdown situations.

Please note that this product has an additional monthly fee, after the first 12 months free entitlement,

from the system being commissioned.

Please contact the Halton Service Department on 01634 666111 for further information.

**TERMS & CONDITIONS OF SALE**

**1. Definitions**

1.1 “Halton Foodservice” means Halton Foodservice Limited whose address is 11 Laker Road, Airport Industrial Estate, Rochester, Kent, ME1 3QX, UK.

1.2 “Customer” means the person, company or other organisation set out in the Order Acknowledgement.

1.3 “Conditions” means the terms and conditions set out in this document and any special terms and conditions agreed by Halton Foodservice in writing for the provision of the Works set out in the Order Acknowledgement and or Quotation.

1.4 “The Date of Practical Completion” means the date specified by Halton Foodservice and notified in writing to the Customer as the date on which the Works have been completed to such an extent that they can be used for the purpose for which they are intended to be used.

1.5 “The Daily Rate” means the rate set out in the Order Acknowledgement.

1.6 “Delivery Date” means the date or dates specified by Halton Foodservice in the Order Acknowledgement or such other dates as may from to time, be notified by Halton Foodservice to the Customer.

1.7 “Design” means the creation of drawings, plans, specification or other documents in connection with the supply of the Works.

1.8 “Extras” means the supply of goods and services by Halton Foodservice to the Customer over and above the Works specified in the Quotation and or Order Acknowledgement.

1.9 “Goods” means the items to be supplied and or manufactured by Halton Foodservice including, as appropriate, materials for the purpose of installing the goods.

1.10 “Installation” means the installing, assembly, construction and or fixing of the goods at the Premises.

1.11 “Order” means an offer by the Customer to purchase the goods and or services set out in the Quotation.

1.12 “Order Acknowledgement” means the document set out overleaf which is the acceptance of the Customer’s Order. If there is any conflict or discrepancy between the Order Acknowledgement and the Quotation or the Order then the Order Acknowledgment shall prevail.

1.13 “Premises” means the place or places specified in the Order Acknowledgement at which the goods are to be delivered or the Works carried out.

1.14 “Price” means the price of the Works excluding VAT.

1.15 “Quotation” means the document or documents referred to in the Order Acknowledgement setting out the Works.

1.16 “Services” means design, installation or the provision of other work in connection with the Works.

1.17 “The Works” means the goods and services to be supplied to the Customer by Halton Foodservice as set out in the Quotation or Order Acknowledgement. This expression does not include “Extras” which would be charged separately.

**2. Conditions applicable**

2.1 These conditions shall apply to all contracts for the Works to the exclusion of all terms and conditions including any terms or conditions which the Customer may purport to apply under any purchase order, confirmation of order or similar document.

2.2 All instructions to carry out the Works shall be deemed to be an instruction by the Customer to carry out the Works or Extras pursuant to these conditions.

2.3 Commencement of the Works shall be deemed conclusive evidence of the Customer’s acceptance of these conditions.

2.4 Any variation of these conditions (including any special terms or conditions agreed between the parties) shall be inapplicable unless agreed in writing by Halton Foodservice.

2.5 Halton Foodservice shall not be obliged to carry out any Extras and shall only become obliged to do so on issuing a separate Order Acknowledgement in relation to any particular Extras which it agrees to carry out. The terms on which Halton Foodservice agrees to carry out the Extras will be set out in the said Order Acknowledgement and in accordance with these conditions.

**3. The Works**

3.1 The quantity and description of the Works is as set out in the Quotation or Order Acknowledgement.

3.2 Where the goods are manufactured and or assembled in accordance with any specification or other document provided to Halton Foodservice by the Customer Halton Foodservice shall be entitled to rely upon such specification as accurate and in all other respects correct provided that the goods are manufactured and or installed in accordance with the said specification. The Customer will be responsible for any additional costs incurred by Halton Foodservice in the event that the specification or other document is inaccurate or otherwise incorrect.

3.3 Where Halton Foodservice manufactures and or installs the goods to its own specification or other document Halton Foodservice shall use its reasonable endeavours to comply with the specification and or other documentation save that it shall not be liable for any deviation from the specification or other documents within a reasonable tolerance.

3.4 Halton Foodservice shall be entitled to depart from the Quotation or Order Acknowledgement and or any agreed specification in the event that any of the materials required to enable manufacture of the Goods are not freely available or are likely to delay the Delivery Date.

**4. Customer Obligations**

4.1 The Customer shall provide and or arrange and continue to provide or arrange proper access to the premises for Halton Foodservice from the Delivery Date until the Date of Practical Completion.

4.2 The Customer shall provide and or arrange and continue to provide and or arrange suitable and safe working conditions for Halton Foodservice and its employees and or agents and or sub-contractors and shall comply in all respects with all relevant Health & Safety Regulations applicable to the premises from the Delivery Date until the Date of Practical Completion.

4.3 The Customer shall provide, without charge, before the Delivery Date if requested to do so by Halton Foodservice written authority from the owner and or site manager of the Premises to Halton Foodservice for the purpose of gaining access to the Premises at all appropriate times until the Date of Practical Completion.

4.4 The Customer shall before the Delivery Date obtain all the necessary planning and or building regulations consents and shall, at no charge, supply true copies of such consents to Halton Foodservice if requested by Halton Foodservice to do so.

4.5 The Customer shall at all times after the Delivery Date, provide safe storage at the Premises for all goods and materials to be supplied in accordance with The Works and such equipment and/or machinery as Halton Foodservice shall require to use, in connection with the installation of the Works.

4.6 The Customer shall provide and or arrange and continue to provide and or arrange for the provision of such services at the Premises as Halton Foodservice shall require in connection with installations of the goods.

4.7 The Customer shall provide a responsible person to be available to give instructions at the Premises in relation to any aspect of the Site Works.

**5. The Price and Payment**

5.1 The Price shall be the Price as set out in the Quotation and/or Order Acknowledgement. The Price is exclusive of VAT which shall be due at the rate ruling on the date of Halton Foodservice’s invoice (which expression includes an interim invoice.)

5.2 Interim invoices for part payment of the Price and VAT and Extras (if appropriate) will be issued at monthly intervals or at such other times as Halton Foodservice shall determine. An interim invoice shall generally relate to the Works done and/or expenses which have been incurred by Halton Foodservice to the date of the interim invoice but any Works done or expenses incurred during the period to which an interim invoice relates which are not charged in the interim invoice may be charged by Halton Foodservice in a subsequent interim invoice or in a final invoice.

5.3 Payment of all invoices shall be within 30 days of the date of the invoice and time for payment shall be the essence of the contract.

5.4 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at the rate of 4% above National Westminster Bank Plc’s base rate from time to time and shall accrue at such rate after as well as before any judgement.

5.5 The Customer shall not be entitled to set off any claim or demand for payment against any invoice delivered to the Customer by Halton Foodservice.

5.6 Halton Foodservice shall, at its discretion, afford the Customer a discount as set out on the Order Acknowledgement for payment of invoices within the time required by the preceding sub-clauses.

5.7 In the event that the Customer cancels an Order, Halton Foodservice shall be at liberty to charge the Customer on a “time and materials” basis for all time which it engaged in work in connection with the contract including but not limited to the design and preparation for the manufacture of the Goods together with the cost of materials purchased in connection with the contract and/or for any time charges incurred in connection with the provision of equipment in connection with the contract

**6. Delivery**

6.1 The Customer shall make all arrangements necessary to take delivery of the materials to the Premises when they are tendered for delivery.

6.2 Delivery shall be deemed to take place in respect of those goods which Halton Foodservice delivers to the Premises. Halton Foodservice shall be at liberty, on giving notice to the Customer, to deliver the goods in advance of the Delivery Date in which case the Customer shall store the goods in accordance with clause 4.5 above.

6.3 Halton Foodservice shall not be liable for any loss or damage whatsoever due to failure to deliver the goods or any part of them promptly in accordance with the Delivery Date which is an indication only of the date on which Halton Foodservice expects to deliver the goods.

6.4 Notwithstanding that Halton Foodservice may have delayed or failed to deliver goods (or any part of them) promptly the Customer shall be bound to accept delivery provided that the delivery shall be tendered at each time within 3 months of the Delivery Date.

**7. Installation**

7.1 In the event that Halton Foodservice is prevented from carrying out continuous work on the installation of the Goods for any reason (other than its own fault) the Customer shall be responsible for additional charges calculated at the Daily Rate for the period of the delay and the delay shall be deemed to last until the next working day following receipt by Halton Foodservice of written notice from the Customer confirming that the reason for the delay no longer applies.

**8. Title and Risk**

8.1 The goods shall be at the Customer’s risk as from delivery.

8.2 In spite of delivery having been made property in the goods shall not pass from Halton Foodservice until:

8.2.1 The Customer shall have paid the Price plus VAT in full; and

8.2.2 No other sums whatever shall be due from the Customer to Halton Foodservice.

8.3 Until property in the Works passes to the Customer in accordance with clauses 8.2 the Customer shall hold the goods and each part of them on a fiduciary basis as bailee for Halton Foodservice. The Customer shall store the goods (at no cost to Halton Foodservice) separately from all other goods and materials in its possession and marked in such a way that they are clearly identified as Halton Foodservice’s property.

8.4 Notwithstanding that the goods (or any part of them) remain the property of Halton Foodservice; the Customer may sell or use the goods in the ordinary course of the Customers business at full market value for the account of Halton Foodservice. Any such sale or dealing shall be a sale or use of Halton Foodservice’s property by the Customer on the Customer’s own behalf and the Customer shall deal as principal when making such sale or dealings. Until property in the goods passes from Halton Foodservice the entire proceeds of sale or otherwise of the goods shall be held in trust for Halton Foodservice and shall not be mixed with other monies or paid into any overdrawn bank account and shall be at all material times identified as Halton Foodservice’s money.

8.5 Halton Foodservice shall be entitled to receive the Price plus VAT notwithstanding that property in any of the goods has not passed from Halton Foodservice.

8.6 Until such time as property in the Works passes from Halton Foodservice the Customer shall upon request deliver up such of the goods as have not ceased to be in existence or resold to Halton Foodservice. If the Customer fails to do so Halton Foodservice may enter any premises owned, occupied or controlled by the Customer where the goods are situated and repossess the goods. On the making of such request the rights of the Customer under clause 8.4 shall cease.

8.7 The Customer shall not pledge or in any way charge by the way of security for any indebtedness any of the goods which are the property of Halton Foodservice. Without prejudice to other rights of Halton Foodservice if the Customer does so all sums whatever owing by the Customer to Halton Foodservice shall forthwith become due and payable.

**9. Warranties and Liability**

9.1 Subject to the provisions of clause 3 Halton Foodservice warrants that the goods will at the Date for Practical Completion correspond to the description given by Halton Foodservice.

9.2 Halton Foodservice will carry out the Works in a good and workmanlike manner.

9.3 Subject to continued compliance by the Customer with the provisions of clause 4, Halton Foodservice will at its own expense and with reasonable diligence rectify any defects in the Works which are caused directly by faulty workmanship of Halton Foodservice or faulty goods or materials supplied by Halton Foodservice or faulty design by Halton Foodservice provided that written notice containing full particulars of any such defect is received by Halton Foodservice before the first anniversary of the Date of Practical Completion.

9.4 All or any other implied terms conditions and warranties relating to the quality or fitness for purpose or merchantability of the whole or any part of the Works are excluded.

9.5 The specification or designs of the Works (including the copyright, design right or other intellectual property in them) shall as between the parties be the property of Halton Foodservice. Where any designs or specifications have been supplied by the Customer for manufacture by or to the order of Halton Foodservice then the Customer warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Works shall not infringe the rights of any third party

9.6 In any case where the design of the Works or any component part of the Works is not carried out by Halton Foodservice, Halton Foodservice shall have no responsibility for the design or for any claim (howsoever arising) resulting from the design or any defect in the design.

9.7 In any case where any component part of the Works is supplied by the Customer, Halton Foodservice shall have no responsibility for any defect or any claim (howsoever arising) resulting from the supply of such component part.

9.8 Halton Foodservice shall not be liable to the Customer for late delivery or short delivery of the Works or any component part of the Works

9.9 Halton Foodservice’s liability to the Customer, whether for any breach of contract or otherwise, shall not in any event exceed the Price and Halton Foodservice shall be under no liability for any direct loss or expense or indirect or consequential loss or expense (including loss of profit) suffered by the Customer or liability to third party incurred by the Customer.

**10. Termination**

10.1 This contract shall forthwith terminate on the acceptance (in writing) by Halton Foodservice of a fundamental breach of these conditions by the Customer which shall include but not be limited to failure by the Customer to make payment in accordance with the provisions of clause 5.

10.2 In the event of a breach by the Customer of any of the provisions of clause 4, Halton Foodservice may serve notice requiring the breach to be remedied within the time stipulated in that notice and in the event that the Customer shall fail to comply with the notice, the contract shall terminate accordingly (unless the notice is withdrawn in writing by Halton Foodservice).

10.3 If the Customer goes into liquidation, either compulsory or voluntary, (save for the purpose of reconstruction or amalgamation) or if a Receiver is appointed in respect of the whole or any part of its assets, or if the Customer makes an assignment for the benefit of a composition with its creditors generally or threatens to do any of these things or any judgement is made against the Customer or any similar occurrence under any jurisdiction affects the Customer. Halton Foodservice may terminate the contract forthwith by notice in writing.

10.4 On termination of the Contract, Halton Foodservice shall be entitled forthwith to deliver a final invoice and to remove Goods in accordance with the provisions of clause 8 until such time as the final invoice has been paid.

**11. Proper Law of Contract**

11.1 This contract is subject to the laws of England.

**HALTON FOODSERVICE LTD,**

11 Laker Road,

Airport Industrial Estate,

Rochester,

Kent,

ME1 3QX, UK.