
PUCCINI KITCHENS KITCHEN DESIGN, FITTING & SUPPLY SERVICES TERMS & CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms which apply to the provision by Puccini Kitchens Limited (“the Supplier”) of kitchen design or fitting or supply services to customers who require any such services to be provided at their home.

These Terms and Conditions apply where the customer is a “Consumer” as defined below.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Agreement”	means the formal agreement between You and Us in the form attached as Schedule 4 which will incorporate and be subject to these Terms and Conditions;
“Agreed Times”	means the times which You and We agree for Us to have access to the Property to carry out and complete the Services [as specified in the Agreement];
“Business”	means any business, trade, craft or profession carried on by You or any other person/organisation;
“Consumer”	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Supplier who receives any Services for their personal use and for purposes wholly or mainly outside the purposes of any Business;
“Design Services”	means the details of kitchen design services to be provided as set out in an attachment to the Agreement;
“Design Terms and Conditions”	means the terms set out in Schedule 1 that will apply in addition to those set out in Clauses 1- [21] where We are to provide Design Services;
“Fitting Services”	means the details of kitchen fitting services to be provided as set out in an attachment to the Agreement;
“Fitting Terms and Conditions”	means the terms set out in Schedule 2 that will apply in addition to those set out in Clauses 1- [21] where We are to provide Fitting Services;
“Inseparably Mixed Goods”	means Products that have become mixed inseparably (according to their nature) with other Products or other items after delivery;
“Kitchen”	means the location (at the Property) which is the subject of the Services;
“Model Cancellation Form”	means the model cancellation form attached as Schedule 5;
“Order”	means Your initial request for Us to provide a Quotation for any of the Services;
“Our Premises”	means Our “business premises” as that expression is defined in the Regulations;

“Personalised Goods”	means Products that are made to Your specifications or are clearly personalised;
“Price”	means the total sum (as shown on invoices issued in accordance with Clause 6 of these Terms and Conditions) that You must pay for the Services under the Agreement;
“Price for the Products”	means, the price We charge You for the Products that We use when We provide any Supply Services, being part or all of the Price payable for Supply Services;
“Products”	means the products, materials and other items We supply which are required for Supply Services as such items are specified in the Agreement;
“Project”	means the project (if any) within which We will be providing the Services to You, and the project may include supply or products, materials, work, or services (including design) additional to any Services We are to provide;
“Property”	means Your home (as detailed in the Order and the Agreement) in which the Kitchen is located;
“Quotation”	means the quotation We give to You in accordance with Clause 4 detailing the services We will provide to You and the Price We will charge You for, in each case, Design Services, Fitting Services or Supply Services;
“Quoted Price”	means the Price set out in the Quotation for Design Services, Fitting Services or Supply Services;
“Regulations”	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
“Services”	means the Design Services and/or Fitting Services and/or Supply Services that We are to provide as specified in a copy of an accepted Quotation attached to the Agreement;
“Start Date”	means the date You and We agree on for Us to start providing t Services as specified in the Agreement;
“Supply Services”	means the details of Product and other supply services to be provided as set out in an attachment to the Agreement;
“Supply Terms and Conditions”	means the terms set out in Schedule 3 that will apply in addition to those set out in Clauses 1-22 where We are to provide Supply Services;
“Third Party Contractor”	means any other contractor or consultant working on the Project;
“Visit”	means any occasion, scheduled or otherwise, on which We visit the Property to provide any of the Services;
“We/Us/Our”	means the Supplier and includes all employees, agents and sub-contractors of the Supplier;
“You/Your”	means a Consumer who is a customer of the Supplier.

- 1.2 Each reference in these Terms and Conditions to “writing”, and any similar expression, includes electronic communications whether sent by e-mail, or other means.
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.

- 1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions including the Schedules to it.
- 1.5 Each reference to a Schedule is a reference to a schedule to these Terms and Conditions.
- 1.6 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 1.7 Words signifying the singular number will include the plural and vice versa.
- 1.8 References to any gender will include the other gender.
- 1.9 References to persons, unless the context otherwise requires, include corporations.

2. Information About Us

- 2.1 We are a Private Limited Company.
- 2.2 We trade under the name Puccini Kitchens.
- 2.3 We are registered in England under number 07565982.
- 2.4 Our registered office is at 16 Beaufort Court Admirals Way, Docklands, London, United Kingdom, E14 9XL.
- 2.5 Our main trading address is 352 Brockley Road, London, SE4 2BY.
- 2.6 Our VAT number is 108 8690 89.

3. Communication and Contact Details

- 3.1 If You wish to contact Us with questions or complaints, You may contact Us by telephone at 020 8691 6846 or by email at andrew@puccinikitchens.co.uk.
- 3.2 In certain circumstances You must contact Us in writing (as stated in various Clauses throughout these Terms and Conditions). When contacting Us in writing You may use the following methods:
 - 3.2.1 contact Us by email at andrew@puccinikitchens.co.uk; or
 - 3.2.2 contact Us by pre-paid post at Puccini Kitchens, 352 Brockley Road, London, SE4 2BY.

4. Order, Quotation and Acceptance of Quotation

- 4.1 The Quotation will set out the amount of the Quoted Price and the required Deposit as a percentage of the Quoted Price. The Deposit will be 30% of the Quoted Price (see Clauses 5 and 6).
- 4.2 You may accept a Quotation by signing and dating one copy of it and returning it to Us within 30 after the date We issue the Quotation.
- 4.3 When (but not before):
 - 4.3.1 You have returned that copy Quotation signed and dated by You;
 - 4.3.2 You have paid the Deposit;a legally binding contract between You and Us will be created for You to pay the Quoted Price and for Us to carry out the particular Services (as the case may be either Design Services or Fitting Services or Supply Services) which are the subject of the Quotation.

We will then attach the signed duplicate to the Agreement and complete any blanks (including the Quoted Price) in the Agreement in accordance with the Quotation.

5. Deposit

- 5.1 You must pay Us the Deposit not more than 7 after You accept the Quotation.
- 5.2 Acceptance of a Quotation will be of no effect until We receive the Deposit in full.
- 5.3 The Deposit is non-refundable except as set out in Clauses 13, 14 and 15.

6. Payment of Price and VAT

- 6.1 The Quoted Price for any particular Services will be the Price payable for those Services as shown in the accepted Quotation for those Services.
- 6.2 The Quoted Price is inclusive of VAT. If the rate of VAT changes before You accept the Quotation We will adjust the amount of VAT that You must pay.
- 6.3 We will invoice the Deposit when We receive Your acceptance of the Quotation, and We will invoice the balance of the Price at the stages set out in the Quotation, in each case in the amount which the Quotation states is payable at that stage.
- 6.4 We accept the following methods of payment:
 - 6.5.1 Credit/debit cards;
 - 6.5.2 Bank transfer
- 6.5 If You do not pay an invoice by the due date We may charge You interest on the overdue sum at the rate of 5% above the base rate of Metro from time to time until payment in full is made. Interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment.
- 6.6 If You have promptly contacted Us to dispute an invoice in good faith We will not charge interest while such a dispute is ongoing.

7. The Services

- 7.1 Additional terms and conditions will apply as follows. In addition to Clauses 1-22 of these Terms and Conditions:
 - 7.1.1 Schedule 1 will apply where We provide You with any Design Services; and/or
 - 7.1.2 Schedule 2 will apply where We provide You with any Fitting Services; and/or
 - 7.1.3 Schedule 3 will apply where We provide You with any Supply Services.
- 7.2 We will provide the Services in accordance with the specification set out in the accepted Quotation and the Agreement (as amended by agreement between You and Us from time to time).
- 7.3 We will ensure that the Services are performed with reasonable care and skill and to a reasonable standard which is consistent with best trade practice.
- 7.4 We will ensure that We comply with all relevant codes of practice and statutory or regulatory requirements.
- 7.5 We will at all times hold a valid employer and public liability insurance policy and will hold and keep up to date any and all licences or permits as may be required in order to provide the Services.

8. Problems with the Services, Guarantee, and Your Consumer Rights

- 8.1 In addition to any statutory rights which You may have, We guarantee that the work We carry out, and the materials and products that We supply as part of the Services will be free from material defects or flaws for a guarantee period of 12 months following completion of the Services.⁴
- 8.2 If any such material defect or flaw appears during the above guarantee period, We will rectify it free of charge.
- 8.3 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services We request that You inform Us as soon as is reasonably possible (You do not need to contact Us in writing in this case). We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical.
- 8.4 We will not charge You for remedying problems under this Clause 8 where the problems

have been caused by Us. If We determine that a problem has been caused by incorrect or incomplete information or action provided or taken by You, We may charge You for remedial work. If We determine that a problem has been caused by a Third Party Contractor, We will not carry out any remedial work and instead will inform You of the problem which You may then follow up with the Third Party Contractor in question.

- 8.5 As a consumer, You have certain legal rights with respect to the purchase of goods or services. For full details of your legal rights and guidance on exercising them, it is recommended that You contact your local Citizens Advice Bureau or Trading Standards Office. If We do not perform the Services with reasonable skill and care, You have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You, You have the right to a reduction in price. If the Services are not performed in line with information that We have provided about them, You also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You (or if Our breach concerns information about Us that does not relate to the performance of the Services), You have the right to a reduction in price. If for any reason We are required to repeat the Services in accordance with Your legal rights, We will not charge You for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full Price and, where You have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that You are entitled to the refund) and made via the same payment method originally used by You unless You request an alternative method. In addition to your legal rights relating directly to the Services, You also have remedies if We use materials that are faulty or incorrectly described.

9. Your Obligations

Except where We only provide Design Services:

- 9.1 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, You are responsible for obtaining them and You warrant that You have applied for and obtained all such consents, licences or other permissions before We contract with You for the Services.
- 9.2 You may either give Us a set of keys to the Property or be present at the Agreed Times to give Us access. We promise that all keys will be kept safely and securely by Us.
- 9.3 You must give Us at least 24 hours notice if You do not require Us to provide the Services on a particular day or at a particular time. We will not invoice You for cancelled Visits provided such notice is given. If less than 24 hours notice is given We will invoice You at Our Normal Hourly Rate set out in Schedule 2 for the length of time We would have attended for that cancelled Visit.

10. Third Party Contractors

- 10.1 Where We or You identify that in order to implement the Project, there are services or products needed in addition to the Services, the following will apply.
- 10.2 We acknowledge that You may decide to appoint Third Party Contractors to carry out those additional services. It will be Your decision as to whether to appoint any Third Party Contractor(s) and as to which Third Party Contractor(s) to appoint. We will not be involved in the appointment of such Third Party Contractors. If You choose to appoint a Third Party Contractor, the contract in that case will be between You and the Third Party Contractor. We will not be a party to that contract.
- 10.3 Where We are required to cooperate with any Third Party Contractor(s), We will use reasonable efforts to do so and to ensure that the Services are provided in accordance with the Agreement.
- 10.4 We will require You to use reasonable efforts to keep Us informed of the progress of the Project and in particular the activities of any Third Party Contractor(s) whose work may affect Our provision of the Services (whether adversely or otherwise). If Our provision

of the Services is delayed by any Third Party Contractor(s), We will have the right to charge You at Our Normal Hourly Rate set out in Schedule 2 for the length of time We are delayed by the Third Party Contractor(s) concerned.

11. Complaints and Feedback

- 11.1 We always welcome feedback from Our customers and, while We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- 11.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from Puccini Kitchens SE4 2BY.
- 11.3 If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:
 - 11.3.1 In writing, addressed to Andrew Robertson, Puccini Kitchens, 352 Brockley Road, SE4 2BY.
 - 11.3.2 By email, addressed to Andrew Robertson, andrew@puccinikitchens.co.uk.

12. Changing the Start Date

- 12.1 If You ask Us to change the Start Date:
 - 12.1.1 We will where reasonably possible agree a revised Start Date with You;
 - 12.1.2 If it is not possible to agree a revised Start Date either You or We may terminate the Agreement (see Clause 15).
- 12.2 If We ask You to change the Start Date, You may either:
 - 12.2.1 agree a revised Start Date with Us; or
 - 12.2.2 terminate the Agreement (see Clause 15).

13. Cancellation of Contract During the Cooling Off Period

- 13.1 Where the Agreement is not made on Our Premises, You have a statutory right to a “cooling off” period. This period begins once the contract between You and Us (i.e. the Agreement) has been made, and it ends:
 - 13.1.1 in relation to Products, 14 calendar days after the Products have been delivered. If the Products are delivered in instalments, the 14 calendar day period begins on the day that You receive the final instalment;
 - 13.1.2 in relation to Services, at the end of 14 calendar days after the date on which the Agreement was made.

This right will not apply to Personalised Goods or Inseparably Mixed Goods.
- 13.2 If You wish to cancel the Agreement within the cooling off period You should inform Us immediately by a clear statement (e.g. a letter sent by post or email to the postal address or email address specified in these Terms and Conditions). You may use the Model Cancellation Form, but You do not have to.
- 13.3 To meet the cancellation deadline, it is sufficient for You to send Your communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 13.4 If You exercise the right to cancel You will receive a full refund of any amount paid to the Us in respect of the Agreement .
- 13.5 We will refund money using the same method used to make the payment, unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of the refund.
- 13.6 We will process the refund due to You as a result of a cancellation of Services without undue delay and, in any case, within the period of 14 days after the day on which We are informed of the cancellation.

- 13.7 If You exercise the right to cancel in relation to Products:
- 13.7.1 We will issue a refund within 14 and in any event no later than 14 calendar days after We receive the returned Products and the refund will include standard delivery charges;
 - 13.7.2 You must return the Products to Us within 14 calendar days of the day on which You inform Us that You wish to return the Products. You must pay return shipment costs if Products are returned under this Clause 13;
 - 13.7.3 We may make a deduction from the refund for loss in value of any Products supplied, if the loss is the result of unnecessary handling by You.
- 13.8 If the Start Date falls within the cooling off period You must make an express request for provision of the Services to begin within the 14 calendar day cooling off period. This request forms a normal part of the ordering process. By making such a request, You acknowledge and agree to the following:
- 13.8.1 If the Services are completed within the 14 calendar day cooling off period, You will lose the right to cancel once the Services are completed;
 - 13.8.2 If You cancel the Agreement after provision of the Services has begun You will be required to pay for the Services supplied up until the point at which You inform Us of Your wish to cancel;
 - 13.8.3 The amount due will be calculated in proportion to the full price of the Services and the actual Services already provided. Any sums that have already been paid for the Services will be refunded subject to deductions calculated on this basis
 - 13.8.4 We will process any refund within 1 and in any event no later than 14 calendar days after You inform Us of Your wish to cancel.
- 13.9 Clauses 14 and 15 apply to termination of the Agreement after the 14 calendar day cooling off period has elapsed.

14. Cancellation Before the Start Date

- 14.1 In addition to Your rights in Clause 13 relating to the cooling off period, You may terminate the Agreement (i.e. cancel the Services) at any time before the Start Date as follows:
- 14.1.1 If You cancel the Services more than 90 days before the Start Date We will refund the Deposit and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of cancellation.
 - 14.1.2 If You cancel the Services less than 90 days before the Start Date We will retain from the Deposit a sum to cover any net financial loss that We suffer due to the cancellation. We will refund the balance of the Deposit to You as soon as is reasonably possible, and in any event within 14 calendar days of cancellation. If Our net financial loss is more than the amount of the Deposit, We will invoice You for the shortfall and You will be required to make payment in accordance with Clause 6.
- 14.2 We may need to terminate the Agreement before the Start Date due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform You as soon as is reasonably possible. We will refund the Deposit and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of termination.

15. Termination

- 15.1 You may terminate the Agreement with immediate effect by giving Us written notice if:
- 15.1.1 We have breached the Agreement in any material way and have failed to remedy that breach within 14 days of You asking Us in writing to do so;

- 15.1.2 We enter into liquidation or have an administrator or receiver appointed over Our assets;
 - 15.1.3 You and We have been unable to agree a revised Start Date under Clause 12.1 or You elect to terminate the Agreement under Clause 12.2;
 - 15.1.4 We are unable to provide the Services due to an event outside of Our control (see Clause 17).
- 15.2 We may terminate the Agreement with immediate effect by giving You written notice if:
- 15.2.1 You fail to make a payment on time as required under Clause 6 (this does not affect Our right to charge interest on overdue sums under sub-Clause 6.6);
 - 15.2.2 You have breached the Agreement in any material way and have failed to remedy that breach within 14 days of Us asking You in writing to do so; or
 - 15.2.3 You and We have been unable to agree a revised Start Date under Clause 12.1;
 - 15.2.4 We have been unable to provide the Services for more than 12 weeks due to an event outside of Our control (see Clause 17).
- 15.3 For the purposes of this Clause 15, a breach of the Agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.
- 15.4 If at the termination date:
- 15.4.1 You have made any payment to Us for any Services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 calendar days of the termination notice;
 - 15.4.2 We have provided Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 6.

16. Effects of Termination

If the Agreement is terminated for any reason:

- 16.1 Any Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.
- 16.2 Termination will not remove or reduce any right to damages or other remedy which either You or We may have in respect of any breach of the Agreement which exist at or before the date of termination.

17. Events Outside of Our Control (Force Majeure)

- 17.1 We will not be liable for any failure or delay in performing Our obligations under the Agreement where the failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control .
- 17.2 If any event described under this Clause 17 occurs that is likely to adversely affect Our performance of any of Our obligations under the Agreement :
 - 17.2.1 We will inform You as soon as is reasonably possible;
 - 17.2.2 Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;

17.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;

17.2.4 You or We may terminate the Agreement (see Clause 15).

18. Liability and Consumer Rights

18.1 We will maintain suitable and valid insurance including public liability insurance.

18.2 Subject to the following provisions of this Clause 18, We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of the Agreement or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by You and Us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.

18.3 If We cause any damage to the Property, We will make good that damage at no additional cost to You. We are not responsible for any pre-existing faults or damage in or to Your Property that We may discover while providing the Services.

18.4 We provide Services for domestic and private purposes only. We make no warranty or representation that any Services are fit for commercial, business or industrial purposes of any kind. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

18.5 Nothing in the Agreement is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.

18.6 As a “consumer” as defined by the Consumer Rights Act 2015, or as a consumer for the purposes of any other consumer protection legislation, nothing in the Agreement is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:

18.10.1 the Consumer Rights Act 2015;

18.10.2 the Regulations;

18.10.3 the Consumer Protection Act 1987; or

18.10.4 any other consumer protection legislation,

as that legislation is amended from time to time.

For more details of Your legal rights, please refer to Your local Citizens’ Advice Bureau or Trading Standard Office.

19. How We Use Your Personal Information (Data Protection)

We will only use Your personal data as set out in Our Privacy Notice available from Puccini Kitchens, SE4 2BY.

20. Other Important Terms

20.1 We may transfer (assign) Our obligations and rights under the Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs We will inform You in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will remain bound by them.

20.2 You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission (such permission not to be unreasonably withheld).

20.3 The Agreement is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.

20.4 If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement and the remainder of the provision in question will not be affected.

20.5 No failure or delay by Us or You in exercising any rights under the Agreement means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of the Agreement means that We or You will waive any subsequent breach of the same or any other provision.

21. Regulations and Information

21.1 We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before You have both signed the Agreement and accepted the Quotation) except where that information is already apparent from the context of the transaction. We have included the information itself either in the Agreement or Quotation for You to see now, or We will make it available to You before We and You sign the Agreement and accept the Quotation. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

21.2 As required by the Regulations:

21.2.1 all of the information described in sub-Clause 21.1; and

21.2.2 any other information which We give to You about any Services or Us or Our business which You take into account when deciding to sign the Agreement and accept a Quotation or when making any other decision about Services,

will be part of the terms of our contract with You as a Consumer.

22. Law and Jurisdiction

22.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales

22.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 22.1 above takes away or reduces your rights as a consumer to rely on those provisions.

22.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

SCHEDULE 1

DESIGN SERVICES - ADDITIONAL TERMS AND CONDITIONS

The following additional Terms and Conditions apply where We provide You with any Design Services (see Clause 7)

Initial Consultation

We will talk to You about Your requirements at an initial consultation. (If You wish to factor any critical aspect into the design of the Kitchen, You should identify this to Us at that consultation. If you have a preference for the position and/or style of your sink and/or cooker and/or hob and/or fridge or any other items, You should also identify this to Us at the same time.) If You describe Your Kitchen space and/or give Us any rough measurements at that consultation, We will give You a general assessment of that space at the consultation.

Surveys and Measurements and Information

Our Site survey and measurements of Your Kitchen

We will then carry out a site survey and take measurements of Your Kitchen but We will not carry out any structural survey or offer or provide opinions or advice structural or other building related matters. We will then give You a report of the survey and measurements. We will be responsible for the accuracy and completeness of that report except as follows. Where building or other works by Your builders / contractors are yet to be started or completed but You nevertheless require Us to carry out Our survey, take measurements, and provide a survey report before completion of those works, You agree that the following shall apply:

- You will be responsible to ensure that your builders / contractors adhere to the measurements and other material features covered by Our survey report.
- If We have correctly and accurately both carried out the survey and taken measurements of the Kitchen, and Your builders / contractors then complete their works but they have not adhered to the measurements and other material features covered by Our survey report, there might as a result be material differences between the finished Kitchen space and the details set out in Our survey report, in particular because walls / surfaces / floors / ceilings / doors / windows may have been unknown / not completed when We carried out the survey or took the measurements.
- If there are any such material differences, You agree that You will bear any additional costs and expenses arising from them.
- Those additional costs and expenses might include Our additional charges for altering the design of/redesigning the Kitchen and for any additional necessary Visits, or, where we provide Fitting and/or Supply Services and We order or supply materials or products which, due to the material differences, are of the wrong size, type, or number, those additional costs and expenses might include any additional price for Our supply of products, Our additional charges for altering, re-making or replacing those materials or products or other error rectification work, and Our additional charges for any additional necessary Visits.
- All such additional charges shall be at Our standard hourly rate of £100.
- If You do not wish to accept the risk of such material differences occurring or the costs and expenses arising from them, You must allow Us to defer carrying out Our site survey and taking measurements until after Your building and any other works are complete.]

Provisional Design

After We have the measurements of Your Kitchen, We will produce a Provisional Design in writing for the Kitchen and send it to you. Design may include alternative suggestions between which you may choose. The Provisional Design will include the following elements:

- Description and details of the Design
- Floor plan for the re-design of the room
- Elevations

- Lighting plan
- List of types of parts required for the Design (cabinets, appliances, parts etc.)
- Photo-realistic 3D visuals

The Provisional Design will only be Our interpretation of Your requirements based on initial information. It will be Our initial suggestion[s] for design of the Kitchen, and it is intended to form the basis for further discussion with You and to be subject to subsequent changes to meet Your requirements. The initial and any subsequent versions of Provisional Design will not be final or suitable for use for the purpose of providing any Fitting and/or Supply Services or for You to carry out (or arrange to carry out) any similar works.

Final Design

Once You have considered the Provisional Design We will then develop it through further discussions with You and receipt of any further information or requirements from You. We may, as part of that process, provide You with further suggestions, information and/or materials.

Only when We have confirmed in writing to You that a particular version of the Provisional Design that we have issued to You is final and You have also signed it to indicate Your approval of it, will it become the Final Design which can be implemented.

All versions of Our Provisional Design and all designs, illustrations, descriptions or other items contained in either any sales literature or other material or on our website are only intended to be for general illustrative purposes and We do not represent, warrant or undertake that the Final Design will include or match anything in any such items.

When You to sign off a Provisional Design as the Final Design, it will supersede and replace all versions of Our Provisional Design and all information, materials and requirements which You or We have previously communicated to each other.

Once You have signed-off a final Provisional Design as the Final Design, We will not be responsible if the Final Design does not fully and correctly reflect Your requirements. Therefore, if You are unsure of any aspect of the design, measurements or any technical or other aspect of the design contained in the final Provisional Design, You should raise any query with Us to enable Us to have an opportunity to clarify any Matter and/or amend that final Provisional Design if it is necessary to do so. When You sign the final Provisional Design, that will be Your approval of it and Your confirmation that it meets Your requirements. The Final Design as approved by You will form the basis of any Fitting and/or Supply Services that We provide to You. When You sign the Final Design that will be completion by Us of the Design Services.

Ownership of Rights

Any intellectual property rights in any and all parts of any draft or final Provisional Design, Final Design or any other items or information which We give to You in hard copy or electronic form at any time shall at all times remain Our exclusive property. You or someone on Your behalf may use any such items or information for the sole purpose of implementing Our design for Your Kitchen but You may not copy, reproduce or communicate to any third party any such item or information or use it for any other purpose without Our prior written consent.

SCHEDULE 2

FITTING SERVICES - ADDITIONAL TERMS AND CONDITIONS

The following additional Terms and Conditions apply where We provide You with any Fitting Services (see Clause 7)

General

If You order Fitting Services and We produce a final Provisional Design which You then approve as the Final Design by signing a copy of it, We will then carry out the Fitting Services provided that you comply with your obligations under the Terms and Conditions.

If You (or a third party on Your behalf) produces a design for Your Kitchen, We will only provide Fitting Services for You based on it if We specifically agree in writing to do so. If You ask Us to implement any such design, You will need to provide Us with a detailed plan of it with Your Order and We will then confirm in Our discretion whether We are prepared to implement it. (We may decide that We are not able to do so or that Your plan lacks the necessary detail or is unsuitable.) If and when We are prepared to implement it, We will issue a Quotation for Fitting Services based on Your detailed plan and will treat it for the purposes of the Agreement as a Final Design (i.e. a design approved by You).

We undertake that We will fit the Products which We supply to You, if any, together with items (whether appliances or other items) supplied by You, if any, which We have agreed are to be covered by the Fitting Services.

We undertake that Our Fitting Services will fully and correctly implement the approved Final Design.

All Products that We use in the Fitting Services will match the Final Design, but We do not represent, warrant or undertake that any such Products will match anything in any designs, illustrations, descriptions or other items contained in either any of Our sales literature or in other material or on our website. All of those designs illustrations, descriptions and other items are only intended to be for general illustrative purposes.

Scope of Our Fitting Services

We will do the following:

- assemble, fit and install the kitchen cabinet Products (including interiors, doors, drawers, handles, kickboards, cover panels, cornices and décor trim).
- where You provide appliances which We have agreed to fit or We provide any appliances as part of the Products, We will complete basic appliance installation if utilities such as gas, electricity and water are already in place, but We are not responsible for the selection, supply, suitability, condition or performance of any such appliances that We do not supply as part of the Products.
- where You supply any other items which We have agreed to fit, We will fit them but We are not responsible for the selection, suitability, condition or performance of any such items.
- fit the worktop/s (including cut-out and fitting for cooker tops, sinks, taps).
- fit the sink and taps.
- seal all joins and cut-outs. Unless We have specifically agreed otherwise in writing, We shall select the sealant colour on the basis of what we deem most suitable.

Delay

We may reasonably refuse to start work or We may suspend work where You do not comply with your obligations under the Terms and Conditions. You will be responsible for any delays (and the cost of any such delays) which arise as a result.

If it appears that any wall is incapable of holding any Product/s or other items that We are to fit, or any utility supply or connection is unsafe, faulty, flawed or inadequate or of poor quality, We may suspend work until You have had the necessary remedial works carried out.

Care of Property and Damage etc.

Contents at the Property other than in the Kitchen

We will take all reasonable steps to protect Your furniture, furnishings and wall and floor coverings in the Property (and that will include Our placing covers over them if and as reasonably practicable) but We cannot take responsibility for any damage which is caused to those items if We have taken such steps. We will not take responsibility for any damage occurring to any items that You leave in place after We begin work where We have previously advised You that they are at risk and/or an obstacle to our work and We have reasonably asked You to move them.

Contents in the Kitchen

We will not take responsibility for any damage occurring to any property that You leave in the Kitchen after We begin work in it.

Damage to Kitchen

We will not be responsible for any damage that We cause to plastering, tiling, decoration, floor, ceiling, door or window in the Kitchen resulting from Our removal of existing fitted cabinets, appliances, lighting, fixtures, fittings or decorations in the Kitchen except where it is due to Our negligence. Unless We have included under "Scope" above any work comprising plastering, painting, papering, tiling, decoration, or ceiling, flooring, window or door removal or installation or other work, We will not be responsible to carry out any such installation or work in the Kitchen.

Other damage

We will make good at Our own expense any damage that We cause in the course of carrying out the Fitting Services to the plaster, floor, ceiling, walls, rendering or brickwork immediately surrounding any area of the Kitchen, but We do not undertake to replace specialised finishes, such as artex, or surrounding wallpaper or paintwork.

Cleaning and Redecorating

You will be responsible for any cleaning and redecorating (but not removal of waste) which is necessary to the Kitchen after We have completed the Fitting Services.

Making good: general

Except as set out above:

- We will ensure that the carrying out of the Fitting Services does not cause any damage to items at the Property, to the Property itself or to any items You provide for Us to fit; and
- If it does cause any such damage We will make it good at Our own expense as soon as is reasonably possible.

Structural or other defects

We do not accept any responsibility for any damage to the Kitchen or any other part of the Property resulting from structural or other defects in the Property. You must inform us of any structural defects or anomalies at the Property which might affect or be affected by the Fitting Services.

Security

We will, where necessary, provide temporary glazing and/or boarding to protect the interior of the Kitchen from the elements. We will also advise You of any security risks associated with these temporary materials.

Waste

We will properly manage and arrange the safe and lawful disposal of all waste generated or removed from the Property that results from Our provision of Fitting Services.

Your Additional Obligations and Responsibilities

You agree that, in addition to Your other obligations and responsibility under the Terms and Conditions, You:

- are responsible for ensuring before We begin any Fitting Services that, and You warrant that:
 - the Final Design complies with current building and council regulations, and that You have obtained consents in relation to these regulations, and agree that any costs incurred in obtaining these consents will be payable by You.
 - You have applied for and obtained any consents, licences or other permissions if any are needed from any third parties such as landlords, planning authorities, local authorities or similar.
 - any appliance, accessory, component or other item supplied by You for Us to fit is

- suitable for use with the Products and other items that We provide.
 - existing wiring, gas, water and waste pipe work within the Property is generally of a legal and good workman-like standard,
 - You have located and advised Us of any hidden wiring or pipe work
- must provide Us with all necessary technical details in writing of appliances and other items which You provide to Us to fit (including without limitation appliance dimensions) necessary for their proper and safe installation.
- must clear the Kitchen site of all furniture and property (other than items We are to fit) prior to Us commencing work. This includes any old kitchen units or fixtures, except where We have specifically agreed to remove and clear these.
- allow us to store or keep in the Kitchen or elsewhere in or at the Property at times when we are not carrying out the Fitting Services:
 - Our Products and materials that form part of the Supply Services; and
 - the tools and other equipment needed for the Fitting Services
- accept and agree that:
 - once We have left any Products or materials at Your Property, they will be regarded as delivered to You and You will be responsible for them and will account to Us for any loss or damage to them except if We cause the loss or damage; and
 - You will be responsible to take care reasonable care of the tools and other equipment and will account to Us for any loss or damage occurring to them due to Your negligence or that of any other occupant of or visitor to the Property.
- are responsible for ensuring that:
 - We have access through the Property and to the Kitchen at the Agreed Times and that such access is and remains appropriate and adequate.
 - We have a parking permit (for a visitor to the Property) which We can use throughout the time We are providing the Fitting Services if required or imposed by a local or other authority.
 - We can access and use electrical power from electrical outlets (from normal 220/240 volt 3-pin sockets).
 - We can access and use water from a supply of hot and cold running water.
 - We can use your toilet and washing facilities.
 - We have and can use such facilities at the Property as may be reasonably necessary for Us to carry out and complete the Fitting Services.
 - You follow Our reasonable instructions relating to safety and the state of either Our work (whether it is work completed or in progress) or the Kitchen and adjacent areas of the Property in general, including directions and restrictions on appropriate usage, care and maintenance.
 - You co-operate with Us generally as may be necessary to facilitate Our carrying out and completion of the Fitting Services.

SCHEDULE 3

SUPPLY SERVICES - ADDITIONAL TERMS AND CONDITIONS

The following additional Terms and Conditions apply where We provide You with any Supply Services (see Clause 7)

Risk in the Products

The responsibility (sometimes referred to as the “risk”) for damage to or loss of any Product remains with Us until it has been physically delivered to Your Property at which point the risk will pass to You (even if Product is fitted later).

Ownership and retention of ownership (“Title”) of Products

Until We have received payment in full in cash or cleared funds for any Product that We contract to supply to You, the legal and beneficial Title in that Product shall remain in Us (even if risk in that Product has passed to You). Upon payment for that Product, You will own it.

Our right to repossess Products not paid for by You

If We do not receive payment in cash or cleared funds of any properly issued invoice for any Product within the time which the Agreement permits You to pay it, We shall be entitled to repossess that Product without notice. If necessary, You must allow us to detach or remove that Product from any other Product/s or item/s in or forming part of the Kitchen. You hereby irrevocably authorise Us to enter Your Property for the purpose of exercising Our rights under this clause. This does not affect any other rights You may have.

SCHEDULE 4
SERVICES AGREEMENT

THIS AGREEMENT is made the day of

BETWEEN:

- (1) Puccini Kitchens Limited a company registered in England under number 07565982 whose registered office is at 16 Beaufort Court Admirals Way, Docklands, London, United Kingdom, E14 9XL.
- (2) (“the Supplier” or “We” or “Us”) and
- (3) <<Name of Customer>> of <<Insert Address>> (“the Customer” or “You”)

BACKGROUND:

- (1) The Supplier provides kitchen design and/or fitting and/or supply services to consumer clients and has reasonable skill, knowledge and expertise in that field.
- (2) The Customer wishes to engage the Supplier to provide the [design] **OR** [supply][and][fitting] services specified below (“the Services”).
- (3) The Supplier agrees to provide the Services to the Customer, subject to the attached Terms and Conditions and the terms of this Agreement.

IT IS AGREED as follows:

1. The Agreement

- 1.1 A legally binding contract between You and Us will be created when (and only when) the following have occurred:
 - 1.1.1 You and We sign this Agreement; and
 - 1.1.2 We issue a signed Quotation to You in duplicate; and
 - 1.1.3 You countersign and return to Us one copy of it; and
 - 1.1.4 We receive any required Deposit.
- 1.2 After that contract is created, We will attach that countersigned copy to this Agreement and insert information into this Agreement from Our Quotation
- 1.3 This Agreement is subject to, and incorporates, the attached Terms and Conditions.
- 1.4 In this Agreement, words with initial capital letters have the same meaning as they have in the Terms and Conditions.
- 1.5 We confirm and You acknowledge that on or before the date when We attach a copy of the Quotation signed by You, We gave or made available to You the following information (save where such information is already apparent from the context of the transaction):
 - 1.5.1 The main characteristics of the Services;
 - 1.5.2 Our identity and contact details;
 - 1.5.3 The total amount payable for the Services including taxes or, if the total amount cannot be calculated in advance, the manner in which it will be calculated;
 - 1.5.4 The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Services;
 - 1.5.5 Our complaints handling policy;

- 1.5.6 The duration of this Agreement, where applicable, or if this Agreement is of indeterminate duration or is to be extended automatically, the conditions for terminating it.

2. The Services

2.1 We will:

- 2.1.1 begin to provide the Services on the Start Date of <<Insert Date>>;
- 2.1.2 aim to complete the Services by <<Insert Date>>;
- 2.1.3 provide the Services during the Agreed Times of <<Insert Times>> or such other times as You and We may agree in writing;
- 2.1.4 [provide the [Supply][and][Fitting] Services at the Property located at <<Insert Address>>] **OR** [provide the Design Services in relation to the Property located at <<Insert Address>>] ;
- 2.1.5 perform the Services in accordance with Clause 2.2.

2.2 [We will provide the Design Services as stated in Schedule 1 of the attached Terms and Conditions. If, after We have held an initial consultation with You, You and We agree on the details of those services and on the sum payable for providing those services, and You then wish to proceed, those details and the sum payable will be set out by Us in a Quotation in writing. If it is then signed by You and attached to this Agreement, then, subject to Clause 4 below, We will be bound to provide those services for that sum and You will be legally bound to pay for them.]

OR

2.2 [We will provide the Fitting Services as stated in Schedule 2 of the attached Terms and Conditions and those services will comprise the fitting of [those Products referred to below] [together with [appliances] [and other] items supplied by You]. If You and We agree on the sum payable for fitting the Products [and on the items to be supplied by You to be fitted by Us], and if You then wish to proceed, the sum payable will be set out by Us in a Quotation in writing. If it is then signed by You and attached to this Agreement, then, subject to Clause 4 below, We will be bound to provide the Fitting Services for that sum and You will be legally bound to pay for them.]

AND/OR

2.2 [We will provide the Supply Services as stated in Schedule 3 of the attached Terms and Conditions and those services will comprise the supply of the Products necessary to implement the Final Design and the supply of any associated or incidental items or materials reasonably required as part of or in connection with the fitting of the Products. If We and You agree on the Products and associated or incidental items or materials to be supplied by Us and the sum payable for that supply, and if You then wish to proceed, the Products and other items and the sum payable for supplying them will be set out by Us in a Quotation in writing. If it is then signed by You and attached to this Agreement, then, subject to Clause 4 below, We will be bound to provide the Supply Services for that sum and You will be legally bound to pay for them.]

2.3 You and We may agree in writing to vary the details in the attachments referred to in this Clause 2 from time to time by signing a written note of the variation concerned.

3. Price and Payment

You will pay the sum of £<<Insert Sum>> for the [Design Services] **OR** [[Fitting][and][Supply] Services]. This sum may be broken down as follows:

3.1 [£<<Insert Sum>> for provision of the Design Services];

OR

3.1 [£<<Insert Sum>> for provision of the Fitting Services];

AND/OR

[£<<Insert Sum>> for provision of the Supply Services (including the Price for the Products)].

3.2 Our standard hourly rate for any additional work (where We carry out such work which the Terms and Conditions state is to be charged at an hourly rate) is £100.

4. Waiver of Cooling Off Period

4.1 By signing this Agreement You request Us to commence provision of the Services immediately and not to wait for the 14-day cooling off period referred to in Clause 13 of the Terms and Conditions to expire.

4.2 You acknowledge that if You exercise the right to cancel You will be liable to pay Us for the Services provided up until the point at which You inform Us of Your wish to cancel, as set out in Clause 13 of the Terms and Conditions.

4.3 You acknowledge that You will lose the right to cancel if the Services are fully performed within the 14 day cooling off period.

SIGNED for and on behalf of the Supplier by:

<<Name and Title of Person Signing for the Trader>>

Authorised Signature

Date: _____

SIGNED by the Customer:

Signature

Date: _____

SCHEDULE 5
MODEL CANCELLATION FORM

To: Puccini Kitchens, 352 Brockley Road, London, SE4 2BY

[I/We] hereby give notice that [I/we] cancel [my/our] contract for

[Design Services]

OR

[Supply] **AND/OR**

[Fitting] Services

dated << >>.

Name of consumer(s): << >>

Address of consumer(s): << >>

Signature of consumer(s): << >>

Date: