
FONTANA DESIGN AS ART LIMITED
KITCHEN DESIGN TERMS AND CONDITIONS (BUSINESS)

BACKGROUND:

These Terms and Conditions are the standard terms which apply to the provision by Fontana Design As Art Limited (“the Supplier”) of kitchen design and/or fitting and/or supply services to Clients who require any such services to be provided for their business.

These Terms and Conditions apply where the Client is a “Business” 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 for signature at 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;
“Building Services”	means the carrying out of the Fitting Services by all necessary personnel;
“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 Client 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 Interior design services to be provided as set out in Schedule 2 and the Quotation;
“Design Terms and Conditions”	means the terms set out in Schedule 1 that will apply in addition to those set out in Clauses 1-26;

“Fitting Services”	means the details of Fitting Services to be provided as set out in the Agreement, or any attachment or the Quotation;
“Fitting Terms & Conditions”	means the terms set out in Schedule 3 that will apply in addition to those set out in Clauses 1-26 where We are to provide Fitting Services including Building 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;
“Order”	means Your initial request for Us to provide a Quotation for any of the Services;
“Personalised Goods”	means Products that are made or ordered to Your specifications whether or not unique items, 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 or Personalised Goods that We provide being part or all of Your Order;
“Products”	means the products, materials and other items We supply which are ordered by You as such items are specified in the Agreement and which are not Personalised Goods;
“Project”	means the project (if any) within which We will be providing the Services to You, and the project may include the supply of products, materials, or services (including design) We are to provide including by any Third Party Contractor additional to any Services We are to provide;
“Property”	means Your home or business premises (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, Supply Services for Products or Personalised Goods or Building Services;
“Quoted Price”	means the Price set out in the Quotation;

“Services”	means the Design Services that We are to provide including sourcing and supply of any Products or Personalised Goods as specified in a copy of an accepted Quotation;
“Start Date”	means the date You and We agree on for Us to start providing the Services as specified in the Agreement;
“Supply Services”	means the Design Services and/or Fitting Services and/or Supply Services that We are to provide as specified in a copy of accepted Quotation attached to the Agreement;
“Supply Terms and Conditions”	means the terms set out in Schedule 2 that will apply in addition to those set out in Clauses 1-26 where We are to provide Products or Personalised Goods;
“Third Party Contractor”	means any other contractor or consultant working on the Project other than Us or a contractor or consultant engaged by Us as Our sub-contractor or agent;
“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, text message, WhatsApp, 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 limited liability company Fontana Design As Art Limited with many years experience as high end Italian kitchen design specialists.

- 2.2 We trade under the name Fontana Art & Design.
- 2.3 We are registered in England & Wales under number 08520836
- 2.4 Our registered office is at 590 Kings Road London SW6 2DX which is also Our main trading address.
- 2.5 Our VAT number is **please insert before posting online**

3. Communication and Contact Details

- 3.1 If You wish to contact Us with questions or complaints, You may contact Us by telephone at +44 (0)207 736 4446, +44 (0)7973 620 552 or by email at info@fontana.london
- 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 info@fontana.london or
 - 3.2.2 contact Us by pre-paid post at Fontana Design As Art Limited 590 Kings Road London SW6 2DX.

4. Order, Quotation and Acceptance of Quotation

- 4.1 You may submit an Order to Us for any of the Services on an Order form which We will provide to You. Alternatively following discussions We may send you a Quotation in writing that will detail the Services You have requested. (These are not capable of forming a contract which is only formed as explained in Clause 4.7 below.)
- 4.2 The required information to be inserted in the Order form will include the type of Services You require, the location and size of the Property, and the location and size of the Kitchen.
- 4.3 Once You have completed the Order and submitted it to Us, and We have discussed Your requirements with You, and obtained any necessary further detail and clarification of any matters from You, We will prepare and sign a Quotation in duplicate and send it to You either by email or first class post.
- 4.4 A Quotation may be for more than one type of Service i.e. Design, Fitting, or Supply.
- 4.5 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 50% of the Quoted Price (see Clauses 5 and 6). Goods ordered are to be paid for in full, in advance.
- 4.6 You may accept a Quotation by signing and dating one copy of it and returning it to Us within 21 days after the date when We issue the Quotation. This does not form a contract between us.
- 4.7 If You return the Quotation signed by You in accordance with Sub-Clause 4.6, We will then complete the Agreement in accordance with the Quotation, and We will then attach to the Agreement a copy of the

Quotation signed by You and Us and will give You that Agreement with its attachments to sign and return to Us.

- 4.8 Quoted Prices will not account for any Retailer or Manufacturer discounts or commissions (if any) which are unique to us and are not passed on to You.
- 4.9 When (but not before):
 - 4.9.1 You have returned that copy Quotation signed and dated by You; and
 - 4.9.2 You have paid any Deposit or advance payment (Products and Personalised Goods must be paid in full in advance);

We will then complete the details on the Agreement at Schedule 4 and once signed by You and Us 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 which are the subject of the Quotation. We will supply You with a copy of the signed Agreement at this point.

5. Deposit

- 5.1 You must pay Us any Deposit when You accept the Quotation and the full Quoted Price not less than 7 days before the Start Date.
- 5.2 The Deposit is non-refundable except as set out in Clauses 13 and 14.

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 any Deposit and the Quoted Price (as applicable) when We receive Your acceptance of the Quotation. We will invoice the balance of the Price where applicable 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 All Products and any Personalised Goods must be paid for in advance. They cannot be cancelled. In some cases where we agree to try to cancel (without being under any obligation) and the manufacturer or supplier of Products agrees then they may impose a cancellation charge. If You cancel this contract or You cancel Products You agree to pay those cancellation charges forthwith on receipt of notification.
- 6.5 You must pay any invoice within 7 days of receiving it. No work will commence or items be ordered or purchased until payment has been made in full.
- 6.6 We accept the following methods of payment:
 - 6.5.1 Direct bank transfer;
- 6.7 If You do not pay an invoice by the due date We may charge You interest on

the overdue sum at the rate of 4% above the base rate of the Bank of England 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.

- 6.8 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 1-26 of these Terms and Conditions:
- 7.1.1 **Schedule 1** will apply where We provide You with Design Services; and/or
 - 7.1.2 **Schedule 2** will apply where We provide You with Supply Services;
 - 7.1.3 **Schedule 3** will apply where We provide you with Building Services including Fitting 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.
- 7.6 Whilst We aim to provide the Services to You according to the timetable specified in the Agreement, dates and timeframes for delivery for Products and carrying out the Services are provided for guidance only and We do not guarantee that the Services will be performed or completed by or within those or any other dates or timeframes. For the purposes of the Agreement, time shall not be of the essence and We will not be liable for any loss or damage You suffer as a result of the delivery of any of the Services being delayed or postponed for any reason

8. Problems with the Services, Guarantee.

- 8.1 In addition to any statutory rights which You may have, We will use Our reasonable endeavours to assign any manufacturer or supplier product guaranties on completion of this Agreement but otherwise do not offer any greater guarantee than statutorily required.
- 8.2 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. We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical.

- 8.3 We do not accept liability for delays in manufacture or delivery of Personalised Goods where this is out of Our control.
- 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 We will not be liable for any accommodation costs, costs of storage of furniture, or any other expenses You suffer arising from provision of the Services.
- 8.6 We will not be liable for any loss or damage You suffer which results from Your failure to follow any reasonable instructions given by Us.

9. Your Obligations

- 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 at your cost, 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 Save where you order Supply Services from Us and We agree to provide them, you are responsible for all Fitting. We do not offer Fitting Services performed personally by US. You are responsible to arrange for Your contractors to follow our Design Services and We are not responsible to You where they fail to do so or to do so adequately.
- 9.3 Where We require access to carry out Our Design Services or to measure or view for fittings furnishings or furniture, 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. You agree to cooperate with Our reasonable requirements where We provide a virtual home visit.
- 9.4 You must give Us at least 36 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 36 hours' notice is given We will invoice You at Our Normal Hourly Rate set out in the Agreement for the length of time We would have attended for that cancelled Visit.

- 9.5 Where You refuse or are unavailable to take delivery of Products and/or Personalised Goods We will store them and the cost set out in the Agreement will apply until delivery.
- 9.6 Where the Products and/or Personalised Goods cannot be delivered due to problems on site or events of force majeure We carry storage insurance for up to 4 weeks. Thereafter You will pay the cost as set out in the Agreement, until delivery.

10. Third Party Contractors

- 10.1 Where We or You agree that We will carry out the Building Services including the Fitting Services the Terms of Schedule 3 will also apply. But, where We or You identify that in order to implement the Project, there are services or products needed in addition to the Services, which You will manage (see Clause 9.2 above) then the following will apply.
- 10.2 We acknowledge that You may 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 the Agreement 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 Clients and, while We always use all reasonable endeavours to ensure that Your experience as a Client of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- 11.2 If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:
- 11.2.1 In writing, addressed to Dennis Fontana, 590 Kings Road London SW6 2DX;
- 11.2.2 By email, addressed to info@fontana.london
- 11.2.3 By contacting Us by telephone on +44 (0)207 736 4446 or +44 (0)7973 620552

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 14).
- 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 14).

13. Cancellation Before the Start Date

- 13.1 You may terminate the Agreement (i.e. cancel the Services) at any time before the Start Date as follows:
 - 13.1.1 If You cancel the Services more than 28 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. We will not refund the cost of any Personalised Goods or Products ordered. Clause 6.4 applies.
 - 13.1.2 If You cancel the Services less than 28 days but more than 14 days before the Start Date We will retain from the Deposit or advance payment 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. If you cancel 14 days or less before the Start date there are no refunds.
- 13.2 If You exercise the right to cancel in relation to Products and subject to Clause 6.4:
 - 13.2.1 We will issue a refund within 14 calendar days after We receive the returned Products in the same condition they were delivered in, and the refund will include standard delivery charges;
 - 13.2.2 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;
 - 13.2.3 We will 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. If We cannot return or cancel the order for the products to the supplier or manufacturer You must pay us the full cost. In that case You can retain the Products. You will pay all the delivery costs and an administration fee for the time spent by Us in dealing with this at the

hourly rate set out in the Agreement, forthwith on receipt of Our invoice.

- 13.3 If You cancel the Agreement after provision of the Services has begun You will be required to pay for the full contract price for the Services and agree We will have suffered loss as We could otherwise have worked for a different client but will instead have a void period, whether We actually replace Your work or not.
- 13.3 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 subject to Clause 6.4, any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of termination.

14. Termination

- 14.1 You may terminate the Agreement with immediate effect by giving Us written notice if:
 - 14.1.1 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;
 - 14.1.2 We enter into liquidation or have an administrator or receiver appointed over Our assets;
 - 14.1.3 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;
 - 14.1.4 We are unable to provide the Services due to an event outside of Our control (see Clause 16).
- 14.2 We may terminate the Agreement with immediate effect by giving You written notice if:
 - 14.2.1 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);
 - 14.2.2 You have breached the Agreement in any material way and have failed to remedy that breach within 7 days of Us asking You in writing to do so; or
 - 14.2.3 You and We have been unable to agree a revised Start Date under Clause 12.1;
 - 14.2.4 We have been unable to provide the Services for more than 4 weeks due to an event outside of Our control (see Clause 16) including where You ask to pause the Services for any reason.
 - 14.2.5 You have failed to confirm any instructions or approve designs or materials for a period of 7 days after the request. If the delay causes

additional cost You agree to pay forthwith upon invoice including our charges as set out in the Agreement.

14.3 For the purposes of this Clause 14, 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.

14.4 If at the termination date:

14.4.1 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;

14.4.2 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.

15. Effects of Termination

If the Agreement is terminated for any reason:

15.1 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.

15.2 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.

16. Events Outside of Our Control (Force Majeure)

16.1 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, pandemic or other natural disaster, or any other event that is beyond Our reasonable control .

16.2 If any event described under this Clause 16 occurs that is likely to adversely affect Our performance of any of Our obligations under the Agreement :

16.2.1 We will inform You as soon as is reasonably possible;

16.2.2 Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;

16.2.3 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;

16.3 In the event that We cannot perform Our obligations hereunder as a result of force majeure for a continuous period of 6 weeks, either Party may at its discretion terminate this Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services provided up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of this Agreement.

17. Liability

17.1 We will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of the Contract (or these Terms and Conditions), be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by Our servants or agents or otherwise) which arise out of or in connection with the supply of the Design Services.

17.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

17.3 You shall indemnify Us against all damages, costs, claims and expenses suffered by Us, arising from loss or damage to any equipment (including that of third parties) caused by You, Your agents or employees.

17.4 Where You consist of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Client shall be joint and several obligations of such persons.

17.5 We shall not be liable to You or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of Our obligations if the delay or failure was due to any cause beyond Our reasonable control.

17.6 Nothing in these Terms and Conditions excludes or limits Our liability:

17.6.1 for death or personal injury caused by the Our negligence;

17.6.2 for any matter which it would be illegal for Us to exclude or attempt to exclude Our liability; or

17.6.2 for fraud or fraudulent misrepresentation.

17.7 Subject to the remaining provisions of this Clause 17:

17.7.1 Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of Our Design Services shall be limited to the Price We have agreed with You for the Services; and

17.8 We shall not be liable to You for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Services;

17.9 You agree that before signing the Agreement with Us you were made aware of the provisions of this Clause 17 and given the opportunity to negotiate those with Us, whether or not You actually did so. You agree these represent fair exclusions proportionate to a contract for kitchen design services.

18. Confidentiality

Each Party undertakes that, except as provided by sub-Clause 18.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Contract and for 6 years after its termination:

18.1.1 keep confidential all Confidential Information;

18.1.2 not disclose any Confidential Information to any other person;

18.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and Conditions and the Contract;

18.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

18.1.5 ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-clauses 18.1.1 to 18.1.4 above.

18.2 Either Party may:

18.2.1 disclose any Confidential Information to:

18.2.2 any sub-contractor or supplier of that Party;

18.2.3 any governmental or other authority or regulatory body; or

18.2.4 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies:

to such extent only as is necessary for the purposes contemplated by these Terms and Conditions and the Contract, or as required by law, and in each case subject to that Party first informing the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body as

is mentioned in sub-Clause 18.2.3 above or any employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause 18, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

18.2.5 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Contract, or at any time after that date becomes, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

18.3 The provisions of this Clause 18 shall continue in force in accordance with their terms, notwithstanding the termination of the Contract for any reason.

19 Communications

19.1 All notices under these Terms and Conditions and under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

19.2 Notices shall be deemed to have been duly given:

19.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or

19.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

19.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

19.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

19.3 All notices under this Agreement shall be addressed to the most recent address, or e-mail address, notified to the other Party.

20 Third Party Rights

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999

21 How We Use Your Personal Information (Data Protection)

21.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of the UK GDPR replacing the EU

Regulation 2016/679 General Data Protection Regulation, namely the Data Protection Act 2018 and the Privacy & Electronic Communications Act 2003 as amended (“UK GDPR”) and Your rights under the UK GDPR.

22 Other Important Terms

- 22.1 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.
- 22.2 You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission (such permission not to be unreasonably withheld).
- 22.3 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.
- 22.4 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.
- 22.5 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.

26 Law and Jurisdiction

- 26.1 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.
- 26.2 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 exclusive jurisdiction of the courts of England.

SCHEDULE 1

DESIGN SERVICES - ADDITIONAL TERMS AND CONDITIONS

The following additional Terms and Conditions apply where We provide You with 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 describe Your Interior 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

Where We consider it necessary to carry out Our Site survey and take measurements of Your Interior

Subject to the design package You Order from Us, We will then carry out a site survey and take measurements of Your Interior. We will not offer or provide opinions or advice on structural or other building related matters. Site visits can be personal or virtual. We will then give You a report of the survey and measurements. 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 Interior, 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 Interior space and the details set out in Our survey report.
- 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 Interior and for any additional necessary Visits, or, where we provide 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 stated in the Agreement.

Where we consider No site survey or measurements of Your Interior is required by Us.

The Design Services will not include carrying out a site survey or taking measurements of Your Interior or carrying out any survey or offering or providing opinions or advice about structural or other building related matters. You therefore agree that the following shall apply:

- In addition to giving Us measurements of the Interior, You must give Us all relevant information about the Interior, including details of room layout, location of doors, windows, any low ceilings, variation in floor level, and any nibs or boxed-in pipework that may affect the area which might be covered by Interior cabinets or other items to be fitted.
- Unless We agree otherwise, We require all of the information and measurements to be shown on a two-dimensional drawn plan provided by You to the extent that it is practicable to provide information and measurements in the form of such a plan.
- We will work exclusively from the information about and measurements of the Interior that You or Your appointed agent give Us.
- You will be solely responsible for the correctness of all such information and measurements.
- In providing the Design Services and any other Services, We will not check, and will not be responsible for checking, that information or those measurements and We will accept no liability for material errors in such information or measurements.
- Where such information or measurements is/are materially incorrect and as a result Our design is inappropriate for the Interior space in any material respect, or, where we provide Supply Services, We order or supply materials or Products whose size, type, or number is wrong as a result of Us using that materially incorrect information or measurements, You agree that You will bear any resulting additional costs and expenses.
- Those additional costs and expenses might include Our additional charges for altering the design of/redesigning the Interior, or, where we provide Supply Services and We order or supply materials or Products of the wrong size, type, or number, or if any Products or Personalised Goods go out of stock and We have to look for alternatives, then 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 stated in the Agreement. If You are having relevant building or other works carried out to the Interior and those works are only to be completed after You give Us information about or measurements of the Interior, there will be a risk that that information or measurements will be materially incorrect (in particular because walls/surfaces/floors/ceilings/doors/windows may be unknown/unfinished at that time so that You cannot compile accurate measurements or complete and accurate information). You should therefore instead defer giving Us that information or measurements until after all relevant building or other work is complete, and if You do not defer doing so, You accept the risk that You may incur additional costs and expenses as outlined above.

Provisional Design

After We have the measurements of Your Interior if relevant to Your requirements or in any event, We will produce a Provisional Design in writing for the Interior and send it to you. The Provisional Design may include alternative suggestions between which you may choose.

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 Interior, 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 (arranged by You) and/or Supply Services or for You to carry out (or arrange to carry out) any similar works. Revisions are charged at Our hourly rate.

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/agree 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/agreed 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 (arranged by You) 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. Revisions are charged at Our hourly rate.

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 Interior 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.

Design offered

These will be set out in the Quotation sent to you following our initial discussion. After this is done, where You want to make substantial changes (what is substantial being determined in Our absolute discretion) changes are charged at Our hourly rate as set out in the Agreement;

You agree to provide Us with feedback and comment on Our creative work within 3 Business Days of receipt;

In the event that input or feedback, is required from You and We do not receive it for 14 days from its due date, the Project will be treated as on hold until such time as You rectify this. We will reschedule a fresh Start Date thereafter and Clause 12 and Clause 14 including Clause 14.2.3 shall apply. If You do not rectify this within 4 weeks of the due date to do so Clause 14 and without prejudice to the generality of that Clause 14.2.4 shall apply.

We charge hourly at the rate as set out in the Agreement for each further revision requested by You.

SCHEDULE 2
SUPPLY SERVICES - ADDITIONAL TERMS AND CONDITIONS

Products and/or Personalised Goods

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 Interior. 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 3

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 Project, 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 where it has been agreed between Us through suitable third party contractors but not in person Ourselves:

- Comply with the Construction (Design and Management) Regulations 2015, any Building Regulations, where it is a part of the Project the conditions to any Planning Permission, the requirements of any FENSA certification if applicable.
- 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.
- 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 there are any structural impediments to carrying out the Building Services that We are to undertake as part of the Project, 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

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.

Your exterior Contents

We will not take responsibility for any damage occurring to any property that You leave in the area of Our Fitting \Services (as applicable) at any stage after We begin work in it.

Damage to property

We will not be responsible for any damage that We cause to plastering, tiling, decoration, floor, ceiling, door or window in the property resulting from Our removal of existing windows or doors appliances, lighting, fixtures, fittings or decorations 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.

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 works, 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 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 any 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 property 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 save where we have agreed to do so and Quoted for this.
 - 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, Party Wall Agreements 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 driveway or conservatory site of all vehicles, furniture and property (other than items We are to fit) prior to Us commencing work.
- allow us to store or keep 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 location/s at which we are to provide the Building Services 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) 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

- 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 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.

b. The Services

- 2.1 We will:
- 2.1.1 begin to provide the Services on the Start Date of _____ ;
 - 2.1.2 aim to complete the Services by _____ ;
 - 2.1.3 provide the Services at the Property located at _____
 - 2.1.4 provide the Services during the agreed times of [_____] or such other times as You and We may agree in writing.
 - 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.
- 2.2 We will provide the Services as stated in Schedule 2 of the B2B Terms and Conditions and those services will comprise the supply of the Products or Personalised Goods ordered by You 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 Final Design and/or the Products or Personalised Goods ordered by You. If We and You agree on the Products or Personalised Goods 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 or Personalised Goods 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 them and You will be legally bound to pay for them.

- 2.3 We will provide the Fitting Services as stated in Schedule 3 where You have ordered those from Us and as set out on the Quotation. 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.
- 2.4 You and We may agree in writing to vary the details in the attachments referred to in this Clause 2 and/or the Quoted price from time to time by signing a written note of the variation concerned.

c. Price and Payment

You will pay the sum of [£] for the Design Services. This sum may be broken down as follows:

- 3.1 [£] for provision of the Design Services;
[£] for provision of the Products or Personal Products.
[£] for provision of the Fitting Services
[£] for Personalised Goods
- 3.1 Our standard hourly rate as referred to in the Terms and Conditions specifically but not limited to, Clauses 9.4;9.5;10.4;14.2 and Schedule 1 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 [£]
- 3.2 Where storage costs are incurred (Clause 9.5 of the Terms and Conditions) the cost is [£] per day or part day unless covered by insurance.
- 3.3 Payment is due at least 7 days before the Start Date for Design Services and upfront in advance for Products or Personalised Goods without which payment We will not order or arrange for these and You agree We will not be liable to do so or for any delays caused by Your failure to do so.
- 3.4 It will not always be possible to fix the Quoted Price at the Start Date as You may order additional Products or Personalised Goods or they may have to be changed. In such case We will mutually agree to vary the Quoted Price to incorporate such changes.

[]* I/We have read and agreed your Privacy Notice at <https://fontana.london/privacy-policy/>

[]* I/We have read and agree the B2B Terms & Conditions posted on Your website at <https://fontana.london/wp-content/uploads/2024/02/fontana-terms-b2b.pdf>

[] I/We agree that you may send Us information relating to offers, marketing, or other

information by email, text or post and confirm that We may opt out at any time by clicking the button provided for that purpose or by contacting you using the contact details given at Clause 3 to the Terms and Conditions.

[] I/We consent to You photographing my property and to using it in publications, advertising, marketing, social media, website and internet. I accept that You will not disclose my details and address and that You will handle my personal data in accordance with Your Privacy Notice

[box consents marked “*” are mandatory]

SIGNED for and on behalf of the Supplier by:

Authorised Signature

Date: _____

SIGNED by the Client:

Signature

Date: _____

or

SIGNED by the Client by its authorised director:

Full name:

Signature

Date: _____

