

# Terms and Conditions for Consumers

## (Forno Bravo Uk, a trading company of Amodio LLP)

In these Conditions, references to "you" and "your" refer to you, the customer; to "we", "us" and "our" refer to Amodio LLP (trading as Forno Bravo UK).

### 1 Interpretation

1.1 The definitions in this condition apply in the terms and conditions set out in this document:

**Normal Business Hours:** means our normal business hours of 09:00 to 17:00 Monday to Friday (excluding bank holidays);

**Order:** your order for the Sale Goods or Rental Goods as set out overleaf;

**Order Confirmation:** shall have the meaning set out in condition 2.5;

**Rental Goods:** the goods we agree to provide to you on a rental basis in accordance with condition 5;

**Sale Goods:** the products that we are selling to you as set out in the Order;

**Services:** the services that we agree that we will provide to you as set out in the Order;

**Terms:** the terms and conditions set out in this document.

**Writing:** or **written** includes faxes and e-mail.

1.2 Headings do not affect the interpretation of these terms.

### 2 Basis of Sale

2.1 These Terms, the Order and our price list are considered by us to set out the whole agreement between you and us for the sale or supply of the Sale Goods, Rental Goods and/or Services. Please check that the details in the Terms or on the Order are complete and accurate before you commit yourself to the contract. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees and agents. Please ensure that you read and understand these Terms before you sign the Order, because you will be bound by the Terms once a contract comes into existence between us, in accordance with condition 2.5.

2.2 Any samples, drawings, descriptions or advertising we issue, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published solely to provide you with an approximate idea of the Sale Goods or Rental Goods they describe. They do not form part of the contract between you and us or any other contract between you and us for the sale of the Sale Goods or the rental of the Rental Goods.

2.3 If any of these Terms are inconsistent with any term of the Order, the Order shall prevail.

2.4 The Order is an offer by you to enter into a binding contract, which we are free to accept or decline at our absolute discretion.

2.5 These Terms shall become binding on you and us when:

(a) we issue you with written acceptance of an Order (**Order Confirmation**); or

(b) we notify you that the Sale Goods are ready,

whichever is the earlier, at which point a contract shall come into existence between us.

2.6 Any quotation for the Sale Goods or Rental Goods is given on the basis that a binding contract shall only come into existence in accordance with condition 2.5. A quotation shall be valid for a period of 30 calendar days from its date of issue, unless we notify you in writing that we have withdrawn it during this period.

2.7 We shall assign an order number to the Order and inform you of it in the Order Confirmation. Please quote the order number in all subsequent correspondence with us relating to the Order.

2.8 We have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, and changes in relevant laws and regulatory requirements. You will be subject to the policies and terms in force at the time that you order the Sale Goods or Rental Goods from us, unless any change to those policies or these Terms is required by law or government or regulatory authority (in which case, it will apply to orders you have previously placed that we have not yet fulfilled).

### 3 Quality

3.1 As we are not the manufacturer of the Sale Goods or Rental Goods, we will endeavour to transfer to you the benefit of any warranty or guarantee provided to us by the manufacturer of the Sale Goods or Rental Goods.

3.2 This warranty is in addition to your legal rights in relation to goods which are faulty or which otherwise do not conform with these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or trading standards office.

3.3 The manufacturer's warranty does not apply to any defect in the Sale Goods or Rental Goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, if you use the Sale Goods or Rental Goods in a way that we do not recommend, your failure to follow our instructions, or any alteration or repair you carry out without our prior written approval.

3.4 These Terms apply to any repaired or replacement Sale Goods or Rental Goods we supply to you in the unlikely event that the original Sale Goods or Rental Goods are faulty or do not otherwise conform with these Terms.

3.5 It is your responsibility to comply with all relevant local authority requirements in relation to the operation and use of the Sale Goods, Rental Goods and any goods used by you in connection with the Sale Goods or Rental Goods.

## **4 Delivery of Sale Goods**

- 4.1 We will deliver the Sale Goods to you in accordance with the estimated delivery date set out in the Order.
- 4.2 Delivery of the Order shall be completed when we deliver the Sale Goods to you.
- 4.3 Unless otherwise agreed in the Order, we will only be required to deliver the Sale Goods during our Normal Business Hours.
- 4.4 We will take reasonable steps to meet the delivery date set out on the Order or as otherwise agreed between us. However, the delivery date set out in the Order is an estimate only and occasionally delivery may be affected by factors beyond our control and so cannot be guaranteed. We will let you know if we become aware of an unexpected delay and will arrange a new delivery date with you.
- 4.5 If you fail to take delivery of an Order within seven calendar days of the date on which we notify you that the Sale Goods are ready, then, except where this failure is caused by our failure to comply with these Terms or by an event beyond your control:
- (a) we will store the Sale Goods until delivery takes place and may charge you a reasonable sum to cover expenses and insurance; and
  - (b) we shall have no liability to you for late delivery.
- 4.6 If you have not taken delivery of the Sale Goods within two weeks of our notifying you that they are ready, we may, after giving you reasonable prior notice in writing, resell or otherwise dispose of part or all of the Sale Goods and, after deducting reasonable storage and selling costs, pay you for any excess over the price of the Sale Goods or charge you for any shortfall below their price.
- 4.7 We may need the use of certain equipment at your premises for the purposes of loading or off-loading the Sale Goods. The equipment that we require will be set out in the Order. We will supply such equipment but the supply of such equipment will be at your cost, as set out in the Order.
- 4.8 If we are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, we will deliver the order in instalments. We will not charge you extra delivery costs for this. If you ask us to deliver the Order in instalments, we may charge you extra delivery costs. Each instalment shall constitute a separate contract. If we are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.

## **5 Rental of Goods**

- 5.1 We shall provide to you the use of Rental Goods at the premises and for the period specified in the Order. The rental of the Rental Goods shall commence on the date of delivery of the Rental Goods and shall terminate on the date specified in the Order for collection of the Rental Goods (or such other date as we may agree) (**Rental Period**). For the avoidance of doubt, the Rental Goods shall at all times remain our property and you may only use the Rental Goods for the purposes set out in the Order.
- 5.2 Where we provide Rental Goods to you pursuant to this condition 5, we shall deliver such Rental Goods to you at the delivery address set out in the Order (or otherwise agreed between us) on the date specified in the Order, unless otherwise agreed between us.
- 5.3 Unless otherwise agreed in the Order, we will only be required to deliver the Rental Goods during our Normal Business Hours.
- 5.4 We may need the use of certain equipment at your premises for the purposes of loading or off-loading the Rental Goods. The equipment that we require will be set out in the Order. We will supply such equipment but the supply of such equipment will be at your cost, as set out in the Order.
- 5.5 In the event that we are unable to collect the Rental Goods on the date specified in the Order due to any failure by you to provide adequate information or instructions to us or to provide safe and unobstructed access to your premises in order for us to collect the Rental Goods, then the Rental Period shall be extended until the date on which we collect the Rental Goods from your premises. During any extension to the Rental Period pursuant to this condition 5.5, we shall be entitled to increase the price payable by you for the hire of the Rental Goods during such extension of the Rental Period and your obligations under this condition 5 shall continue to apply during such extended period.
- 5.6 In respect of your use of the Rental Goods during the Rental Period, you shall:
- (a) maintain at your own expense the Rental Goods to the same standard of repair as on delivery;
  - (b) not make any alteration, modification or addition to the Rental Goods without our prior written consent;
  - (c) bear the cost of the repair of any damage caused to the Rental Goods whilst in your possession; and
  - (d) not sell, assign, mortgage, let on hire or otherwise dispose or part with the Rental Goods.

## **6 Provision of Services**

- 6.1 We shall provide the Services to you at the address specified in the Order.
- 6.2 We will perform the Services on the dates specified in the Order, or as otherwise agreed between us. We will make every effort to complete the Services on time but there may be delays due to circumstances beyond our control. In this case, we will complete the Services as soon as reasonably possible.
- 6.3 Unless otherwise agreed in the Order, we will only be required to provide the Services during our Normal Business Hours.
- 6.4 You must provide us, in sufficient time, with any information and instructions relating to the Services that is or are necessary to enable us to provide the Services in accordance with these Terms.
- 6.5 If you do not, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may cancel the Order to provide the Services by giving you written notice, or we may make an additional charge of a reasonable sum to cover any extra work that is required.
- 6.6 We only supply the Services for domestic and private use, and you agree not to use the Services for any commercial purpose.

## **7 Cancellation Rights**

- 7.1 If you are contracting as a consumer and enter into a contract with us by e-mail, fax or telephone or via our website, you may cancel your contract with us in accordance with the provisions set out in condition 7.2 or 7.3 below.

- 7.2 In respect of an order for the purchase of Sale Goods, you may cancel your contract with us within seven (7) working days beginning on the day after you receive the Sale Goods. In order to cancel your contract, you must notify us in writing of your intention to do so within such seven (7) day period and send such notification to us by hand, post, fax or e-mail at one of the addresses set out in the Order.
- 7.3 In respect of an order for Services, you may cancel your contract with us within seven (7) working days beginning on the day after you receive the Order Confirmation, unless you instruct us to provide the Services within such seven (7) day period, in which event, your right of cancellation will cease. In order to cancel your contract, you must notify us in writing of your intention to do so within such seven (7) day period and send such notification to us by hand, post, fax or e-mail at one of the addresses set out in the Order.
- 7.4 In the event that you have notified us of your intention to cancel your contract in respect of any Sale Goods in accordance with condition 7.2, we will arrange to collect the Sale Goods on a date to be agreed between us, but the cost of collecting the Sale Goods will be your responsibility.
- 7.5 Where you have cancelled your contract with us:
- (a) in accordance with condition 7.2 in respect of the Sale Goods, you will receive a full refund of any amounts paid by you in respect of the Sale Goods less the direct costs incurred by us in collecting the Sale Goods (including the cost of any machinery required in order to re-load the Sale Goods);
  - (b) in accordance with condition 7.3 in respect of the provision of the Services, you will receive a full refund of any amounts already paid by you in respect of the Services.

## **8 Title and risk**

- 8.1 The Sale Goods will be your responsibility from the time of delivery.
- 8.2 Ownership of the Sale Goods will only pass to you when we receive payment in full of all sums due for the Sale Goods, including delivery charges.

## **9 Price, hire charges and payment**

- 9.1 The price or hire charges of the Sale Goods, Rental Goods and Services will be as set out in the Order. Prices are liable to change at any time, but price changes will not affect Orders in respect of which we have issued an Order Confirmation.
- 9.2 The prices or hire charges include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Sale Goods in full before the change in the rate of VAT takes effect.
- 9.3 The price for the Sale Goods or Rental Goods exclude delivery costs and any costs or charges payable in respect of unloading the Sale Goods or Rental Goods, which will be added to the total amount due, as set out in the Order.
- 9.4 We reserve the right, by giving you notice, at any time before delivery to increase the price or hire charges for the Sale Goods, Rental Goods or the provision of the Services (or the price of any costs payable in addition to the price pursuant to condition 9.3) to reflect:
- (a) any change in the quantities of the Sale Goods or Rental Goods requested by you;
  - (b) any failure of the premises at which the Sale Goods or Rental Goods are to be delivered to conform with the assumption that such premises are level with easy access and free from overhead obstructions and upon which assumption the price for delivery of the Sale Goods or Rental Goods or the provision of the Services set out in the Order was made is not correct;
  - (c) any requirement to deliver the Sale Goods or Rental Goods or provide the Services outside our Normal Business Hours, unless such requirement was expressly stated in the Order;
  - (d) any change in the delivery date of the Sale Goods or Rental Goods or any requirement for us to re-deliver the Sale Goods or Rental Goods if requested by you;
  - (e) any change in the delivery date of the Sale Goods or Rental Goods or the date on which the Services are to be provided or any requirement for us to re-deliver the Sale Goods or Rental Goods or to provide the Services on a different date if caused by any failure by you to give us adequate information or instructions or to provide safe and unobstructed access to your premises;
  - (f) any change in the collection date of the Rental Goods requested by you; or
  - (g) any change in the collection date of the Rental Goods, or any requirement for us to collect the Rental Goods on a different date, if caused by any failure by you to give us adequate information or instructions or to provide safe and unobstructed access to your premises.
- 9.5 Payment for all Sale Goods must be made in advance in accordance with the terms set out in the Order.
- 9.6 Payment for the provision of the Rental Goods and/or Services shall be due and payable in accordance with the terms set out in the Order.
- 9.7 If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of HSBC plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.
- 9.8 Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend any other outstanding Order until you have paid the outstanding amounts.
- 9.9 Conditions 9.7 and 9.8 shall not apply for the period of the dispute if you dispute the payment owing in good faith and let us know promptly after you have received the invoice that you dispute it.

## **10 Limitation of liability**

- 10.1 Subject to condition 10.3, if either of us fails to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these Terms.

- 10.2 Neither of us shall be responsible for losses that result from our failure to comply with these Terms including, but not limited to, losses that fall into the following categories:
- (a) loss of income or revenue;
  - (b) loss of business;
  - (c) loss of anticipated savings;
  - (d) loss of data; or
  - (e) any waste of time.

However, this condition 10.2 shall not prevent claims for foreseeable loss of, or damage to, your physical property.

- 10.3 This condition does not include or limit in any way our liability for:
- (a) death or personal injury caused by our negligence; or
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
  - (d) losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
  - (e) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

## **11 Events outside our control**

11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (**Force Majeure Event**).

11.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:

- (a) strikes, lock-outs or other industrial action; or
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
- (e) impossibility of the use of public or private telecommunications networks.

11.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will have an extension of time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

## **12 Assignment**

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

## **13 Notices**

All notices sent by you to us must be sent to Amodio LLP (trading as Forno Bravo UK) at [**Forno Bravo UK, Elkshorn, Old Ipswich Rd, Colchester, CO7 6HU**]. We may give notice to you at either the e-mail or postal address you provide to us in the Order. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

## **14 General**

14.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

14.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

14.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

14.4 These Terms shall be governed by English law and we both agree to the non-exclusive jurisdiction of the English courts, UK and Channel Islands.

