



LUXURY SPA PRODUCTS *for* HANDS, FEET & BODY

## TERMS AND CONDITIONS

**All products sold are for professional use only and by purchasing these products the responsibility for correct usage lies with the purchaser themselves. The Company accepts no responsibility for misuse due to insufficient training or product knowledge.**

**Cuccio Europe** (the Seller) supply luxury spa products for hands feet and body (the Goods) and provide associated training services (the Services) on the following terms which can only be varied in writing by an authorised representative of the Seller.

### 1. THE SELLER'S OBLIGATIONS

- 1.1. The Seller will provide its services with reasonable care and skill. In the absence of prior written instructions to the Seller giving sufficient detail no particular precautions nor any special treatment need be taken or provided for The Goods.
- 1.2. The Seller's duty is to the Buyer only and not to any third party. Any advice given is for the Buyer only.
- 1.3. Unless it states otherwise in writing where the Seller provides additional services it operates as the Buyer's agent in engaging other contractors to deal with The Goods.
- 1.4. A quotation by the Seller does not constitute an offer and the Seller reserves the right to withdraw or amend the same at any time prior to the Seller's acceptance in writing of the Buyer's order.
- 1.5. Quotations to supply from stock are subject to availability and the Goods remaining unsold prior to receipt of order.  
Every care has been taken to ensure the accuracy of descriptions, illustrations and material contained in any catalogue, price list, brochure, leaflet, website or any other descriptive matter, but they are given as a guide only and do not form part of any order or contract or amount to any representation, guarantee or warranty. The Seller reserves the right to modify the design and specification of the Goods without notice.

### 2. BASIS OF THE SALE

- 2.1. Any quotation given by the Seller to the Buyer shall not be an offer but an invitation to treat only. No contract between the Buyer and Seller shall arise unless and until any order of the Buyer is confirmed by the Seller in writing.
- 2.2. Any written order of the Buyer which is accepted by the Seller shall be subject to these conditions which shall govern the contract to the exclusion of any terms and conditions subject to which any order or acceptance of any quotation is purported to be accepted by the Buyer.
- 2.3. No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.
- 2.4. Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employers or agents as to the use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.5. Any typographical clerical or other error or omission in any sales literature, quotation, price list, acceptance or offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

### 3. QUOTATIONS, PRICING AND PAYMENT

- 3.1. The prices quoted and/or confirmed are in UK Pounds Sterling, and unless stated otherwise include the cost of packing and transport, VAT as appropriate and any other UK tax or duty and are based on acceptance of these terms and conditions. Whilst every effort will be made to maintain prices quoted, the Seller reserves the right to execute orders at the list prices ruling at time of delivery.
- 3.2. There is no minimum order value but a minimum carriage charge will be applied.

- 3.3. All prices quoted shall be subject to market fluctuation and/or changes in foreign currency exchange rate and costs of materials and components. Should no price have been quoted, the price shall be the Sellers price ruling at the date of despatch and the buyer will be invoiced accordingly.
- 3.4. Unless agreed otherwise by the Seller or where a credit account is in place the price shall be paid in full prior to collection or delivery of the Goods. Payment is accepted by cheque, bank transfer, debit and credit card, PayPal or by phone directly to the Seller.
- 3.5. In the case of a trade sale or where a credit account has been previously agreed the invoice amount for goods supplied or services provided shall become due for payment 30 days from the date of invoice.
- 3.6. Without prejudice to the right of the Seller to payment in accordance with these terms of payment interest shall be payable on overdue invoices at the rate of 2% per month or part of a month to run from the due date for payment until receipt by the Seller of the full invoice amount, whether or not after judgement.
- 3.7. In the event of failure by the Buyer to pay for the Goods or for any delivery or instalment or for the services provided the Seller shall be entitled without prejudice to any other right the Seller may have to suspend further deliveries on the same order and on any other order from the Buyer until payment has been made in full.
- 3.8. Payment or instalments thereof shall unless otherwise agreed in writing be made in full without any deduction or set-off except in respect of any payment already made by or credit issued to the Buyer relating to the Contract. Save as aforesaid no claim by the Buyer shall entitle the Buyer to withhold or delay payment of sums due to the Seller.
- 3.9. Any cheque stated to be in full and final settlement of an amount owed under the Contract can be accepted by the Seller as a part payment only on account of the full amount owed.
- 3.10. Any invoice queries must be raised with the Seller within 48 hours of receipt of the goods in writing. Please email [admin@cuccio.co.uk](mailto:admin@cuccio.co.uk) setting out details of the query. You will be contacted within 24 hours of the receipt of your query.

#### **4. KLARNA**

- 4.1. In cooperation with Klarna Bank AB (publ), Sveavägen 46, 111 34 Stockholm, Sweden, we offer you the following payment options. Payment is to be made to Klarna:
  - Pay in 3
  - Pay Later
- 4.2. Further information and Klarna's user terms you can find [here](#). General information on Klarna can be found [here](#). Your personal data is handled in accordance with applicable data protection law and in accordance with the information in [Klarnas privacy statement](#).

#### **5. TAXES**

- 5.1. All prices quoted are inclusive of Value Added Tax at the current applicable rate.
- 5.2. Value Added Tax is added on all orders from the European Union.

#### **6. DELIVERY AND CHARGES**

- 6.1. Up to 14 days should be allowed for delivery although the Seller will use its best endeavours to despatch to the UK mainland within 3 days of receipt of order.

Delivery Charges applying to UK salon and web sales are...

- All orders with a net value of £60 or over will be sent carriage free (UK mainland only) \*
- Orders with a net value below £60 will be charged £6 carriage (UK mainland only) \*

\* Exclusions shown below:

- Northern Ireland 2-day delivery - £16 for orders under £60, £11 if orders over £60 net of VAT
- Scottish Highlands - 2-day delivery - £16 for orders under £60, £11 if orders over £60 net of VAT
- Scottish Islands – 3-day delivery- £18 for orders under £60, £12 if orders over £60 net of VAT
- Channel Islands – 2-day delivery - £19 for orders under £60, £13 if orders over £60 net of VAT
- Isle of Wight – 2-day delivery - £18 for orders under £60, £13 if orders over £60 net of VAT

Special Delivery - Should you require a special delivery i.e. Weekend/am/weekday evening. Please ask the Seller's sales team for details

Delivery Charges applying to exports and wholesale sales are by separate agreement.

All Delivery Charges are subject to change at any time

- 6.2. Any dates for delivery mentioned in any oral or written quotation acceptance or confirmation of order specification or elsewhere are given and intended as an estimate only and time is not of the essence and the Seller shall not be liable for any loss, damage or expense howsoever arising from any delay in delivery.
- 6.3. Delivery of the Goods shall be by nominated courier service or Royal Mail Second Class to the destination nominated by the Buyer.
- 6.4. The Seller reserves the right to make partial deliveries in the event that not all the Goods are immediately available and to invoice separately for any such partial deliveries and it is agreed that in the event of the breach by the Seller in relation to any partial delivery that breach shall be treated as subject to the terms of this contract and as having effect in relation to that partial delivery only.
- 6.5. In the event of the Buyer returning or failing to accept any delivery of the Goods in accordance with the Contract, the Seller shall be entitled at its option either to deliver and invoice the Buyer for the balance of the Goods then remaining undelivered, or to suspend or cancel further deliveries under the contract. The Seller shall be so entitled to store at the risk of the Buyer any Goods which the Buyer refuses or fails to accept and the Buyer shall in addition to the invoice price pay all costs of such storage and any additional costs carriage and loss incurred as a result of such refusal or failure.

## 7. **RISK AND TITLE**

- 7.1. The Sellers risk in the Goods shall pass to the Buyer immediately upon delivery to the premises nominated by the Buyer. In all other cases the Goods shall be deemed delivered and the risk therein to have passed to the Buyer upon transfer to the Buyers own transport or to the Carrier named by or arranged on behalf of the Buyer.
- 7.2. Title to the Goods shall not pass to the Buyer until payment in full of all sums due under the Contract has been made. Until such payment the Buyer has possession of the Goods as bailee for the Seller only and shall not without the Seller's consent in writing use, dispose of, charge or otherwise deal in the Goods in any way inconsistent with that relationship.
- 7.3. The Seller reserves the right to repossess the goods in respect of which or part of which payment is overdue and thereafter to resell the same and for this purpose the buyer hereby grants an irrevocable right and licence to the Seller's servants and agents to enter upon all or any of its premises with or without a vehicle during normal business hours. This right shall continue to subsist notwithstanding the termination of the Contract for any reason and is without prejudice to any accrued rights of the Seller thereunder or otherwise.
- 7.4. Until the Seller has been paid in full for the Goods and title has passed to the Buyer the Buyer shall store the Goods for the Seller in a proper manner and separately from its own goods or those of any third party and will ensure that the Goods remain clearly identifiable as the property of the Seller and will insure the Goods for the full replacement value thereof for the benefit of the Seller and will on request provide proof of such insurance noting the Seller's interest.
- 7.5. If the Buyer is a Company it must give fourteen days' notice to the Seller before applying to the Court for the appointment of an Administrator. The Buyer will not be entitled to remain in possession of the Seller's Goods from the date of notice and the appointment of an Administrator without giving notice shall be deemed to be a fundamental breach of contract.
- 7.6. The Seller will be entitled to maintain an auction for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

## 8. **WEBSITE**

- 8.1. Full details of the Seller's range of goods, services and training are available at [www.cuccio.co.uk](http://www.cuccio.co.uk).
- 8.2. The Seller has made every effort to ensure the accuracy of the information contained on this site. Whilst every effort is made to produce up to date product or service specifications this site should not be regarded as an infallible guide to the Sellers products and services nor does it constitute an offer for the sale of any particular product or service.
- 8.3. In using the website, the buyer agrees to be bound by these Terms and Conditions which take effect from the moment the website is first used.

- 8.4. Notwithstanding anything else in these Terms & Conditions the Seller will not be liable for any claims arising from the functionality or availability of this website.
- 8.5. All rights including copyright and database right are owned and licensed to the Seller and may not under any circumstances be reproduced, modified, or re-published without the express prior consent of the Seller.
- 8.6. If a dispute between the Buyer and Seller which cannot be satisfactorily resolved arises from use of this website the Seller will agree to the use of the European Online Dispute Resolution Platform to resolve such disputes. Details are available from the EU website. [ec.europa.eu/consumers](http://ec.europa.eu/consumers)

## 9. **INSURANCE AND THE SELLERS LIABILITY FOR LOSS**

- 9.1. The Seller shall not be liable to the Buyer:
  - 9.1.1. For damage to or loss of the Goods or any part thereof in transit unless the Buyer shall notify the Seller (and where relevant the Carrier) of any such claim within 48 hours of receipt of the Goods.
  - 9.1.2. For non-delivery unless the Buyer shall notify the carrier and the Seller of any claim for non-delivery within 14 days of sending of the invoice/despatch note.
  - 9.1.3. Any claims should be emailed to [admin@cuccio.co.uk](mailto:admin@cuccio.co.uk) with supporting documentation and images within 48 hours of receipt. The Seller must be satisfied that the goods have been damaged or lost in transit in order to process the claim.
  - 9.1.4. The Seller will not consider claims made outside the stated time limits.
- 9.2. The Seller's total liability to the Buyer (including liability in respect of its employees or agents or otherwise) shall be limited to the Contract price of the Goods sold and services provided by the Seller and except for death or personal injury caused solely by the Seller's negligence and except also for warranty of title and quiet possession (subject to the Seller's right to repossess as provided in Condition 6 hereof) the Seller's liability shall not be extended to any other expenditure whatsoever and the Seller shall not be liable for consequential loss or damage (including but not limited to loss of profit) howsoever arising.
- 9.3. The Seller's prices are based on the limits of liability set out in these conditions. The Seller will if requested accept a higher limit of liability subject to the availability of insurance cover. The costs of such insurance shall be for the Buyer's account.

## 10. **TRAINING**

- 10.1. The Seller can provide training in the specific use of Cuccio Europe products (the Services).
- 10.2. Bookings are only available by prior arrangement and no refunds are allowed following non-attendance or cancellation by the Buyer.
- 10.3. In the unavoidable event of a course being cancelled by the Seller, course attendees will be informed immediately and will be rebooked on an alternative date or a full refund will be given.

## 11. **FAULTY GOODS**

- 11.1. Upon receipt of the faulty product it will be sent to the Seller's Quality Control Department for inspection/testing and you will be contacted within 7 working days of the outcome.
- 11.2. If the product is found to be faulty a replacement will be sent at the Seller's expense. However, if the product is found to be in good order it will be returned to the Buyer with the Buyer bearing the full cost of carriage.

## 12. **RETURNS**

- 12.1. Where the Goods are purchased via The Seller's website or by mail order, European Distance Selling Regulations apply and the Seller must be notified in writing within 14 days of any intention to return the goods purchased.
- 12.2. A refund will be made via the means of payment within 30 days net of any shipping charges originally applied.
- 12.3. The buyer undertakes to take reasonable care of the Goods whilst in their possession.
- 12.4. The Buyer should make the goods available for collection by the Seller or the Seller's agent at the time and date agreed unless the Goods are returned directly to the Seller's premises by the Buyer or shipped at the Buyer's expense where we recommend a recorded delivery service be used. The Goods to be returned should be securely packaged preferably in the original packaging supplied and in a resalable unused condition.
- 12.5. The cost of collecting the Goods will be deducted from any refund allowed together with the cost of any transit damage if not covered by insurance.

- 12.6. Any goods returned from abroad must be marked "returned goods - unsuitable" as failure to do this may result in a customs charge which will not be refunded.
- 12.7. In respect of Goods which have been ordered in error, or are not as expected, the Seller may at its discretion agree to accept their return on the following conditions
- i) A Returns request must be made to the Company within 7 days of receipt of goods, where a returns authorisation number must be given which must be quoted on any accompanying documentation.
  - ii) Returned goods will be sent at the customer's cost and must be resalable – therefore must be returned unused, in original condition and packaging. Please include all delivery paperwork dispatched with your goods. Your statutory rights are not affected.
  - iii) Refunds will be subject to a 10% handling charge + VAT on the overall purchase price
  - iv) Goods which are given free as part of a promotion/offer are not exchangeable or refundable, unless the full promotion/offer is returned, subject to normal conditions as stated above.

We will process the refund due to you as soon as possible within 30 calendar days from the day on which you give us notice of the returned goods.

### 13. **VARIATION AND CANCELLATION OF ORDERS**

- 13.1. Orders and requests for the Goods and/or Services may not be altered, cancelled or suspended without the Seller's prior written consent. Cancellation or suspension of an order will be accepted within 24 hours of receipt of order and after this point cancellation will not be accepted.
- 13.2. Alterations must be made in writing prior to expiration of the 24-hour cancellation period.
- 13.3. Requests to add to an existing order will be accepted if received prior to despatch but, in some circumstances, this may not be possible and therefore delivery charges will apply.

### 14. **RIGHT TO REFUSE**

- 14.1. We reserve the right to refuse service to any customer for reasons including but not limited to circumstances of actual or implied physical or verbal abuse towards our business or our employees.

### 15. **COMPLAINTS**

- 15.1. In the unlikely event of there being cause to complain about the service of the Seller this should be put in writing by letter or email to [admin@cuccio.co.uk](mailto:admin@cuccio.co.uk) All complaints will be dealt with fairly and in a professional manner in accordance with the Complaints Policy a copy of which is available from the Seller.

### 16. **FORCE MAJURE**

- 16.1. The Seller shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the Seller being prevented, hindered or delayed in the performance of its obligations under the Contract by reason of any act of God including but not limited to war, pandemic including Covid-19, riot, strike, fire, flood, drought, exercise of governmental authority or legislation or other circumstances whatsoever outside the reasonable control of the Seller

### 17. **ANTI-BRIBERY**

- 17.1. The Seller and its agents, sub-contractors, consultants or employees shall:
- a) comply with all applicable laws, regulations, statutes and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Bribery Laws)
  - b) not commit an offence under Sections 1,2 or 6 of the Bribery Act 2010
  - c) comply with the Sellers Anti Bribery Policy which is available upon request as updated from time to time and any relevant industry code related to Anti-Bribery (Bribery Policies)
  - d) have, maintain and enforce throughout the term of this Agreement its own policies and procedures to ensure compliance with the Bribery Laws and Bribery Policies
  - e) promptly report to the Seller any request or demand for any undue financial or other advantage of any kind received by them in connection with the performance of this Agreement.

18. **TERMINATION**

18.1. If any sum owing by the Buyer to the Seller is overdue under this or any other Contract or if the Buyer commits any breach of the terms and conditions of the Contract or becomes insolvent or commits an act of bankruptcy or enters into any arrangement or composition with its creditors or goes or is put into liquidation or if a receiver or administrator is appointed over any part of the Buyer's business the Seller may without prejudice to any rights which may have accrued or which may accrue to it terminate the Contract order summarily by notice in writing without compensation to the Buyer.

19. **WAIVER**

19.1. Failure on the part of either party to the Contract to exercise or enforce any rights conferred by the Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter. No waiver of a breach of any provision of this contract shall constitute a waiver of any other breach or of such provision.

20. **SEVERABILITY**

20.1. In the event that any of the Terms Conditions or Provisions hereof or the Contract shall be determined invalid unlawful or unenforceable to any extent such Term Condition or Provision shall be severed from the remaining Terms Conditions and Provisions which shall continue to be valid to the fullest extent permitted by law.

21. **NOTICES**

21.1. Any notice or other document to be given herein shall be deemed to have been duly given if sent by registered airmail, prepaid first class registered or recorded delivery post or email. Transmission shall be delivered to the party concerned at its principal place of business or last known address. Notices sent by registered airmail and prepaid first class registered or recorded delivery post shall be deemed to have been given five days after despatch and notices sent by facsimile or email transmission shall be deemed to have been given on the day of despatch.

22. **STATUTORY RIGHTS**

22.1. These terms & conditions do not affect your statutory rights as a consumer.

23. **HEADINGS**

23.1. The headings of the terms and conditions contained herein or in the Contract are for convenience of reference only and shall not affect their meaning or interpretation.

24. **GOVERNING LAW**

24.1. The Contract shall be governed by and construed and interpreted in accordance with the Laws of England. For the purpose of settlement of any disputes arising out of or in conjunction with the Contract, the parties hereby submit to the jurisdiction of the English courts.

24.2. The Seller ships throughout the UK & EU and all enquiries for countries within Europe should be addressed to [export@cuccio.co.uk](mailto:export@cuccio.co.uk) and you will be directed to an authorised distributor within that country

25. **DEFINITIONS**

25.1. Terms used in these Conditions have the following meanings:

**"The Seller"** means Stuart & Drinda Jane Dickinson trading as Cuccio Europe or any subsidiary or associated business.

**"The Goods"** means the items to be supplied by the Seller.

**"The Services"** means the maintenance of the services to be provided by the Seller under the contract including training.

**"The Buyer"** means the person, firm or company to be supplied with the goods and to whom the services are to be provided by the Seller under these Terms & conditions.

**"Conditions"** means the Terms and Conditions set out herein and (unless the context otherwise requires) includes any special Terms and Conditions agreed in writing between the Buyer and the Seller

**"The Contract"** means the contract constituted by any order placed on and accepted by the Seller for the supply of goods and the services made between the Seller and the Buyer to which these terms and conditions apply.

**The Privacy and Data Policy and Anti Bribery Policy documents are available directly from the Seller and are also shown on their website [www.cuccio.co.uk](http://www.cuccio.co.uk).**

**The Seller's registered office is at Unit 9 Sandstone Court Bulwell Nottingham NG6 8NN England.**

**If you have any questions about the Privacy and Data Policy, the use of your personal information, your dealings with the Seller's website or the Anti-Bribery Policy, or you can contact the seller at...[admin@cuccio.co.uk](mailto:admin@cuccio.co.uk)**