

## **1. Interpretation**

1.1. In these Terms & Conditions, the following definitions apply:

“Contract”: the contract between US and YOU for the supply of Goods and/or Services in accordance with these Terms & Conditions.

“Deliverables”

“Goods”: the goods (or any part of them) set out in the Order.

“Intellectual Property Rights”: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Order”: YOUR order for the supply of Goods and/or Services, as set out in YOUR written acceptance of OUR Quotation (including via email and telephone).

“Quotation”: a written letter of quotation or responses to a tender for Goods and/or Services to be provided by US.

“Services”: the services, including the Deliverables, supplied by US to YOU as set out in the Specification below.

“Specification”: description or specification for the Goods (including any relevant plans or drawing) and/or Services that is agreed in writing by US and YOU.

“YOU/YOUR/YOURS” means YOU, the person ordering any Services from US;

“WE/US/OUR”: Light My Space Ltd registered in England and Wales with company number 10779502 whose registered office is at 12 Southbourne Close, Porton, Salisbury, Wiltshire, SP4 0NW.

In these Terms & Conditions, the following rules apply:

1.1.1. a reference to a party includes its personal representatives, successors or permitted assigns;

1.1.2. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.1.3. any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.1.4. a reference to writing or written includes e-mails.

## **2. Basis of contract**

2.1. This Contract consists of two parts:

2.1.1. **Part A** is for the creation of a lighting design document, explaining the different options and any customised items. This will include relative costs, as well as considerations for installation and operation.

2.1.2. **Part B** is for the sourcing and provisioning of goods, customisation and installation of said goods where requested and included in the quotation. Any installation requiring fitting to mains electrics (other than with plugs) needs to be undertaken by a qualified electrician. This will be a separate contract between YOU and the electrician and does not form part of this Contract.

2.2. There is no obligation on YOU to continue to Part B, YOU must notify US in writing if YOU wish to do so within four (4) calendar weeks of the Lighting Design Document being delivered to YOU.

2.3. The Order, whether for Part A or Part B, constitutes an offer by YOU to purchase Goods and/or Services in accordance with these Terms & Conditions.

2.4. The Order shall only be deemed to be accepted when WE issue written acceptance of the Order or WE commence work/provision of the Services or provide the Goods at which point and on which date the Contract shall come into existence (Commencement Date).

2.5. The Contract constitutes the entire agreement between the parties. YOU acknowledge that YOU have not relied on any statement, promise, representation, assurance or warranty made or given by US or on OUR behalf which is not set out in the Contract.

2.6. Any samples, drawings, descriptive matter or advertising issued by US and any descriptions of the Goods or illustrations or descriptions of the Services (including but not limited to OUR website) are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

2.7. These Terms & Conditions apply to the Contract to the exclusion of any other terms that YOU seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.8. Any Quotation given by US shall not constitute an offer, and is only valid for a period of four (4) calendar weeks from its date of issue.

2.9. All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

## **3. Goods**

3.1. The Goods are described in OUR Quotation as modified by any applicable Specification.

3.2. WE reserve the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

#### 4. Price and Payment

- 4.1. Prices specific to this Contract will be outlined in the quotation, including details of any advanced payment required.
- 4.2. WE reserve the right to increase the price of the Goods, by giving notice to YOU at any time before delivery, to reflect any increase in the cost of the Goods to US that is due to:
  - 4.2.1. any factor beyond OUR control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - 4.2.2. any request by YOU to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
  - 4.2.3. any delay caused by any instructions from YOU in respect of the Goods or failure of by YOU to give US adequate or accurate information or instructions in respect of the Goods.
- 4.3. WE reserve the right to increase the price of the Services, by giving notice to YOU at any time before delivery, to reflect any additional site visit or research having to be undertaken to source alternative Goods by US that is due to:
  - 4.3.1. any request by the YOU to change the Specification; or
  - 4.3.2. any delay caused by any instructions of YOU in respect of the Goods or failure by YOU to give US accurate information or instructions in respect of the Goods.
- 4.4. Invoices are payable within 14 calendar days of the invoice date.
- 4.5. The Lighting Design Document will not be released to YOU until the related invoice has been paid.
- 4.6. In the event that this Contract is terminated by YOU prior to completion of either Part A or Part B, but where the Services have been partially performed and/or Goods purchased, WE will be entitled to;
  - 4.6.1. pro rata payment of the Price of services to the date of termination provided there has been no breach of contract on OUR part.
  - 4.6.2. payment for any Goods that cannot be return to OUR suppliers. Title to these goods will pass to YOU upon payment.
  - 4.6.3. deduct the sums from 4.6.1 & 4.6.2 from any advance payment WE are holding from YOU.
- 4.7. WE accept payment by BACS/Faster Payment. OUR bank details are on OUR Invoice. WE will also accept payment by credit or debit card.
- 4.8. If payment of the price or any part thereof is not made by the due date WE may exercise OUR statutory right to charge interest at 8% above the Bank of England base rate on late business debts under provisions in the Late Payments of Commercial Debts (Interest) Act 1998.
  - 4.8.1. Clause 4.8 is only applicable to YOU if YOU are a business.

## 5. Delivery of Goods

- 5.1. Delivery of the Goods shall be made by US.
- 5.2. No goods will be delivered or work undertaken until any advance payment required in the quotation has been paid.
- 5.3. WE shall deliver the Goods to the premises or property where they are to be installed.
- 5.4. Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. WE shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or YOUR failure to provide US with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.5. If WE fail to deliver the Goods, OUR liability shall be limited to the costs and expenses incurred by YOU in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. WE shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, YOUR failure to provide US with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 5.6. If YOU fail to accept or take delivery of the Goods within one (1) calendar week of US notifying YOU that the Goods are ready then, except where such failure or delay is caused by a Force Majeure Event or by OUR failure to comply with its obligations under the Contract in respect of the Goods WE may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to YOU for any excess over the price of the Goods or charge YOU for any shortfall below the price of the Goods.

## 6. Quality of Goods

- 6.1. It is OUR responsibility to supply YOU with goods that meet YOUR consumer rights. If YOU have any concerns that WE have not met OUR legal obligations please contact US.
- 6.2. The terms of these Conditions shall apply to any repaired or replacement Goods supplied by US under clause 6.1 above and 7.2 below.

## 7. Warranty

- 7.1. All the good supplied are guaranteed for one (1) year from the date of delivery.
- 7.2. Under the warranty, if the goods are unable to function as a result of a manufacturing defect, poor workmanship or a faulty component WE will replace or rectify the goods free of charge. This is subject to the warranty terms and returns policy.
- 7.3. Where WE are not contracted to undertake the Installation, WE will not accept liability for installation errors, including situations where the environmental conditions are not suitable for the IP-Rating of the goods.
- 7.4. OUR liability shall not exceed the invoice value of the goods accepted as defective. No Allowance will be issued for buyers or third parties, consequential damage or other expense incurred.

## **8. Title and risk**

- 8.1. The risk in the Goods shall pass to YOU on completion of delivery.
- 8.2. Title to the Goods shall not pass to YOU until WE receive payment in full for the Goods and any other goods that WE have supplied to YOU in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- 8.3. Until title to the Goods has passed to YOU, YOU shall:
  - 8.3.1. store the Goods separately from all other goods held by YOU so that they remain readily identifiable as OUR property;
  - 8.3.2. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - 8.3.3. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on OUR behalf from the date of delivery;
  - 8.3.4. notify US immediately if YOU become subject to any of the events listed in clause 15.2 and;
  - 8.3.5. give US such information relating to the Goods as WE may require from time to time.
- 8.4. If before title to the Goods passes to YOU, YOU become subject to any of the events listed in clause 15.2 then, without limiting any of OUR other right or remedies;
  - 8.4.1. YOUR right to resell Goods or use them in the ordinary course of YOUR business ceases immediately; and
  - 8.4.2. WE may at any time:
    - 8.4.2.1. require YOU to deliver up all Goods in YOUR possession which have not been resold, or irrevocably incorporated into another product; and
    - 8.4.2.2. if YOU fail to do so promptly, enter any premises of YOURS or of any third party where the Goods are stored in order to recover them.

## **9. Supply of Services**

- 9.1. WE shall provide the Services to YOU in accordance with the Specification in all material respects.
- 9.2. WE shall use all reasonable endeavours to meet any performance dates for the Services specified in the Quotation and/or Specification, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 9.3. WE shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and WE shall notify YOU in any such event.
- 9.4. WE warrant to YOU that the Services will be provided using reasonable care and skill.

## **10. YOUR obligations**

### 10.1. YOU shall:

- 10.1.1. ensure that the terms of the Order (including OUR Quotation) and any information it provides in the Specification are complete and accurate;
- 10.1.2. co-operate with US in all matters relating to the Services;
- 10.1.3. provide US, OUR employees, agents, consultants and subcontractors, with access to YOUR premises, office accommodation and other facilities as reasonably required by US to provide the Services;
- 10.1.4. provide US with such information and materials as WE may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- 10.1.5. prepare YOUR premises for the supply of the Services (including but not limited to provision of a suitable working environment (for example emptying, moving and covering of furniture and precious items));
- 10.1.6. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 10.1.7. keep and maintain all materials, equipment, documents and other property of OURS (OUR Materials) at YOUR premises in safe custody at YOUR own risk, maintain OUR Materials in good condition until returned to US, and not dispose of or use OUR Materials other than in accordance with OUR written instructions or authorisation; and
- 10.1.8. where the area has restrictions on parking, submit permission or provide a parking permit for US for such period as the duration of the job.

### 10.2. If OUR performance of any of OUR obligations in respect of the Services is prevented or delayed by any act or omission by YOU or failure by YOU to perform any relevant obligation (Customer Default):

- 10.2.1. WE shall, without limiting OUR other rights or remedies, have the right to suspend performance of the Services until YOU remedy the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays OUR performance of any of OUR obligations;
- 10.2.2. WE shall not be liable for any costs or losses sustained or incurred by YOU arising directly or indirectly from OUR failure or delay to perform any of OUR obligations as set out in this clause 10.2; and
- 10.2.3. YOU shall reimburse US on written demand for any costs or losses sustained or incurred by US arising directly or indirectly from the Customer Default.
- 10.2.4. YOU shall reimburse us for the cost of any additional site visits required to update the Lighting Proposal and/or Product Sourcing and Provisioning Plan, over and above those contained in the original contract.

## **11. Communication and Contact Details**

11.1. If YOU wish to contact US with questions or complaints, YOU may contact US by telephone at 01980 555 493 or by email at [hello@lightmyspace.co.uk](mailto:hello@lightmyspace.co.uk).

## **12. Data Protection**

12.1. All personal information that WE may collect (including, but not limited to, YOUR name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and YOUR rights under that Act.

12.2. WE may use YOUR personal information to:

12.2.1. Provide goods and services to YOU;

12.2.2. Inform YOU of new products and services available from US. YOU may request that WE stop sending YOU this information at any time.

12.3. In certain circumstances, and with YOUR consent, WE may pass YOUR personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold YOUR personal information accordingly.

12.4. WE will not pass on YOUR personal information to any other third parties without first obtaining YOUR express permission.

12.5. Neither party shall without the written consent of the other (the giving of which consent shall be at the sole discretion of that party) advertise, publicly announce or provide to any other person information relating to the existence or details of the Contract or use the other party's name in any format for any promotion, publicity, marketing or advertising purpose.

## **13. Intellectual property rights**

13.1. All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by US.

13.2. YOU acknowledge that, in respect of any third party Intellectual Property Rights in the Services, YOUR use of any such Intellectual Property Rights is conditional on US obtaining a written licence from the relevant licensor on such terms as will entitle US to license such rights to YOU.

13.3. All Supplier Materials are the exclusive property of US.

## **14. Limitation of liability**

14.1. OUR total liability in contract tort (including negligence or breach of statutory duty, misrepresentation or otherwise) arising in connection with the performance or contemplated performance of this Contract shall be limited to the price paid by YOU and,

14.2. WE shall not be liable to YOU for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill otherwise) costs, expenses, loss of anticipated savings, loss of use, loss of contracts or other Claims for consequential compensation (howsoever caused) which arise out of or in connection with the Goods.

14.3. This clause 14 shall survive termination of the Contract.

## **15. Cancellation**

- 15.1. YOU may terminate this Contract at any time subject to the follow the conditions of clause 4.5.
- 15.2. WE reserve the right to terminate the Contract with immediate effect in the event of any of the following:
- 15.2.1. that YOU become insolvent or enter into some form of insolvency arrangement.
  - 15.2.2. that YOU suspend, threaten to suspend, cease or threaten to cease to carry on, all or substantially the whole of YOUR business;
  - 15.2.3. that YOU (being an individual) die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing YOUR own affairs or become a patient under any mental health legislation.
- 15.3. In the event that either Party breaches a material provision under this Contract, the non-defaulting Party may terminate this Contract immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
- 15.4. Without limiting OUR other rights or remedies, WE may terminate this Contract with immediate effect by giving written notice to YOU if YOU fail to pay any amount due under this Contract on the due date for payment.
- 15.5. All notices of termination of the Contract should be submitted to the other Party in Writing.

## **16. Consequences of Termination**

- 16.1. On termination of the Contract for any reason:
- 16.1.1. YOU shall immediately pay to US all of OUR outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, WE shall submit an invoice, which shall be payable by YOU immediately on receipt;
  - 16.1.2. if WE are holding an advanced payment form YOU WE will offset the value of any outstanding invoices from any refund due to YOU.
  - 16.1.3. YOU shall return all of OUR Materials and any Deliverables which have not been fully paid for, subject to clause 4.6.2. If YOU fail to do so, then WE may enter YOUR premises and take possession of them. Until they have been returned, YOU shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
  - 16.1.4. the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
  - 16.1.5. clauses which expressly or by implication have effect after termination shall continue in full force and effect.



### **17. Events Outside of OUR Control (Force Majeure)**

17.1. WE shall not be liable for any delay or failure to perform any of OUR obligations if the delay or failure results from events or circumstances outside OUR reasonable control. These include, but are not limited to, acts of God, power failure, internet service provider failure, industrial action, war, fire, explosion, acts of terrorism, governmental action, epidemic or other natural disaster, or any other event that is beyond OUR control, and WE shall be entitled to a reasonable extension of OUR obligations. If the delay persists for such time as WE consider unreasonable, WE may, without liability on OUR part, terminate the contract.

17.2. If an event outside of OUR control occurs and YOU wish to cancel the Contract, YOU may do so in accordance with YOUR right to cancel under sub-Clause 15.1 above.

### **18. Other Important Terms**

18.1. In the event that any of the provisions of the Contract are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Contract.

18.2. The Contract between YOU and US for the sale Goods and/or Services shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by YOU, without OUR prior written consent.

18.3. No failure or delay by US in exercising any of OUR rights under this Contract means that WE have waived that right, and no waiver by US of a breach of any provision this Contract means that WE will waive any subsequent breach of the same or any other provision.

18.4. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

18.5. A person who is not a party to the Contract shall not have any rights to enforce its terms.

18.6. Except as set out in these Terms & Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by both parties.

### **19. Governing Law and Jurisdiction**

19.1. This Contract shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.