

## **1. Definitions and Interpretation**

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

"Contract" means the Agreement for the purchase and sale of Services, as explained in Clause 2;

"Price" means the price payable for Services;

"Services" refers to a property visit, consultation and optional subsequent production of a Lighting Plan document;

"WE/US/OUR" means Light My Space Ltd, a company registered in England and Wales under company number 10779502 whose registered office is at 12 Southbourne Close, Porton, Salisbury, Wiltshire, SP4 0NW

"YOU/YOUR" means YOU, the person ordering any Services from US;

1.2. Each reference in this Contract to "writing" or "signed" and any similar expression includes electronic communications whether sent by e-mail, text message, fax or other means.

## **2. The Contract**

2.1. This Contract will begin on the date it is acknowledged as agreed by both parties (Commencement Date). This contract will be considered to be completed upon receipt of full Payment from YOU and either completion of the Light Planner appointment or subsequent delivery of the Lighting Plan if that option is selected.

2.2. The Parties agree to do everything necessary to ensure that the terms of this Contract take effect.

2.3. Any amendment or modification of this Contract or additional obligation assumed by either Party in connection with this Contract will only be binding if evidenced in writing, signed by each Party or an authorised representative of each Party.

## **3. Description of Services**

3.1. WE will make a site visit (physically or virtually, as required) to YOUR property and discuss YOUR requirements so that WE fully understand YOUR lighting needs and preferences.

3.2. WE will ask the questions YOU will need to consider when making choices for YOUR lighting.

3.3. WE will identify any specific issues or preferences YOU may have.

3.4. If we have a copy of your architect's plans, WE will hand-annotate approximate positions and likely lighting types as part of the discussion, for YOU to take away at the end of the consultation/visit.

3.5. If YOU wish to proceed with the optional creation of a formal Lighting Plan following the initial site visit, WE will produce a quote outlining OUR understanding of YOUR requirements and providing a quote for said Lighting Plan.

#### 4. Price and Payment

- 4.1. Prices specific to this Contract will be confirmed in writing and attached to this Contract.
- 4.2. OUR Prices may change at any time, but these changes will not affect any Contracts already in force.
- 4.3. Invoices will be sent to YOU by email and are payable within seven (7) calendar days of the invoice date.
- 4.4. WE accept payment by BACS/Faster Payment. OUR bank details are on OUR Invoice. WE will also accept payment by credit or debit card.

#### 5. Delivery

- 5.1. Appointment: unless advised to the contrary by email from US or on the invoice, the invoice payment must be cleared in advance of the initial appointment.
- 5.2. Lighting Plan: the Lighting Plan document, if chosen, will only be delivered to YOU upon receipt of full payment of the associated invoice by US.
- 5.3. These timeframes are subject to the provisions of clause 8.

#### 6. Cancellation

- 6.1. YOU have a statutory right to cancel this contract within 14 days without giving any reason.
- 6.2. The cancellation period will expire 14 days from the Commencement Date (see clause 2.1).
- 6.3. If the period between the Commencement Date and the planned site visit is greater than 14 days, WE will extend YOUR right to cancel to any time prior to the completion of the site visit.
- 6.4. To exercise this right to cancel YOU must inform US of YOUR decision to cancel by a clear statement (e.g. email or a letter sent by post). YOU may use the attached model cancellation form, but it is not obligatory.
- 6.5. To meet the cancellation deadline, it is sufficient for YOU to send YOUR communication concerning YOUR exercise of the right to cancel before the cancellation period has expired.
- 6.6. If YOU requested to begin the performance of services during the cancellation period, YOU shall pay US any amount which is in proportion to what has been performed until YOU have communicated YOUR cancellation from this contract to US, in comparison with the full coverage of the contract.
- 6.7. WE reserve the right to terminate the Contract with immediate effect in the event of any of the following:
  - 6.7.1. that YOU become bankrupt or enter into some form of insolvency arrangement.
  - 6.7.2. 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.
- 6.8. 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.
- 6.9. All notices of termination of the Contract should be submitted to the other Party in Writing.

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

- 7.1. 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.
- 7.2. 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 6.1 or 6.3 above.

## **8. Communication and Contact Details**

- 8.1. 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).

## **9. Data Protection**

- 9.1. 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 General Data Protection Regulation Act 2018 and YOUR rights under that Act.
- 9.2. WE may use YOUR personal information to:
- 9.2.1. Provide goods and services to YOU;
  - 9.2.2. Inform YOU of new products and services available from US. YOU may request that WE stop sending YOU this information at any time.
  - 9.2.3. 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.
  - 9.2.4. WE will not pass on YOUR personal information to any other third parties without first obtaining YOUR express permission.
- 9.3. 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.

## **10. Other Important Terms**

- 10.1. 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.
- 10.2. The Contract between YOU and US for the sale 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.
- 10.3. 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.

## 11. Governing Law and Jurisdiction

11.1. 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.

### MODEL CANCELLATION FORM

To Light My Space Ltd, 12 Southbourne Close, Porton, Salisbury, Wiltshire, SP4 0NW

I/WE\* hereby give notice that I/WE\* cancel My/OUR\* contract of sale for the provision of a design brief document.

*\*delete as appropriate*

Date of Order	
Customer Name	
Address	
Signature	
Date	

Print off and send this form to Light My Space Ltd, 12 Southbourne Close, Porton, Salisbury, Wiltshire, SP4 0NW or scan it and email it to [hello@lightmyspace.co.uk](mailto:hello@lightmyspace.co.uk)

Alternatively, YOU can call US on 01980 555 493 or just e-mail US with YOUR cancellation request, including YOUR name and address details.