# **Terms & Conditions**

By accessing our website and/or placing an order you are agreeing to comply with and be bound by our terms and conditions. These terms and conditions have been created to protect your rights as a valued customer and to form the basis of an understanding between you as the customer and us as a business. The terms and conditions set out below do not affect your statutory rights.

#### INTRODUCTION

The pages on our website are subject to change without notice. We may at any time revise these terms and conditions, so we recommend you check every time you order from us. Our website contains material which is owned by or licensed to us and reproduction is prohibited without permission. Unauthorised use of our website may result in a claim for damages and/or be a criminal offence.

We guarantee to abide by all the conditions of the consumer protection laws including the Sale of Goods Acts and the Consumer Contracts Regulations. All the products supplied by us comply with current British or European standard requirements. Whilst we endeavour to ensure that the information on our website is correct, we acknowledge that occasionally there may be inaccuracies or other errors. We exclude any liability for such inaccuracies and errors. It is your responsibility to ensure any products and information meets your specific requirements.

Please remember to check the dimensions of the product carefully as it can often look smaller in the picture. We make every effort to display colours accurately on our website, but we cannot guarantee that your computer's display will accurately reflect the colour and your products may vary slightly from the images. Almost all of the light fittings we supply will require some degree of assembly/installation. If you are unsure about anything or have any questions, please contact us before you place your order.

### **ORDERING AND PAYMENT**

Our shopping pages will guide you through the steps you need to take to place an order with us. There is no minimum order requirement. You can pay for products using most major debit cards or credit cards. Payments can be made by BACS transfer by request. You are required to make payment for the whole amount of your order (including any delivery charges if applicable) at the time your order is placed. Online transactions are processed using the trusted secure payment gateway 'WorldPay' and PayPal.

All online payments are subject to a fraud security check prior to any order being accepted. We reserve the right to refuse any order for any reason. If an order is refused any money paid will be refunded by the original method of payment.

If you have been given a promotional discount code, you will be able to enter this during the checkout process. These codes are non-transferable, and you must ensure you are eligible to use the code.

If you wish to cancel an order before delivery has been arranged, please inform us in writing as soon as possible from the same email address used to place the order.

Once you have placed an order on our website you will receive an automatic acknowledgement. If you do not receive this email, please let us know. Please check your spam folder first.

#### **VAT**

Value Added Tax is included in your checkout total. The rate may change but is currently 20% for orders made from the UK.

#### **DELIVERY**

Every effort is made to deliver your goods as quickly as possible and our products are supplied subject to availability If, at the time of your order, an item is out of stock we will inform you as soon as possible so you can decide whether you want to cancel the order, wait for the product to become available or choose an alternative. We will notify customers if a product has been discontinued or if delivery will be longer than stated on our website. If you are having a bespoke light fitting custom made or finished especially for you, then please expect this to impact on the delivery time.

When your order is ready to be dispatched we will send a further email advising you when to expect your items. Delivery to most of **UK MAINLAND** is **FREE OF CHARGE** for orders over £30.00. Orders under £30.00 to most UK mainland addresses are charged at a flat rate of £3.95 + VAT. Delivery charges will be added to your order during the checkout. We are happy to ship to the Scottish Highlands and non-mainland addresses with a UK postcode (including Northern Ireland, Isle of Wight, Scottish Isles, Channel Islands, etc) at a cost of £3.95 + VAT for orders under £30.00. For all other orders, a flat rate of £15.00 will be added during the checkout process.

We are happy to ship to most countries and the delivery charge will be added during the checkout process.

In the unlikely event that your goods do not arrive when expected, please contact us so that we may investigate. If the courier is unable to deliver your goods, a card will be left with contact details, so you can re-arrange a suitable delivery date. The courier will attempt delivery the following day if delivery has not been mutually re-arranged. If the deliveries are not successful or delivery is refused the goods may be returned to us. If this happens all further delivery charges will be at the customer's expense even if the original delivery was free.

Under no circumstances can we be held liable for any direct, indirect or consequential costs, charges or expenses arising directly or indirectly as a result of late, damaged or incorrect delivery of goods. This includes, but is not limited to, electrician or any other contractor fees. You should not book an electrician on the basis of an expected delivery date and we would strongly advise you to only book your electrician when you have the goods in your possession and have checked that they are both suitable and undamaged.

#### **GOODS ARRIVED DAMAGED**

All our products are checked thoroughly prior to dispatch and we pride ourselves on the care we take packaging your products to ensure they arrive with you safely. We would ask you to carefully inspect all your items as soon as you receive them, even if you do not intend to fit them immediately. Any damage that has occurred in transit or any shortages must be reported to sales@ledlightingproducts.co.uk within 48 hours of delivery. After this 48-hour period, it is deemed that the goods have arrived in a satisfactory condition and we regret that we cannot accept any claim for damages or shortages after this period.

We ask that you submit photographic evidence of the damage as it may be possible for us to just replace a damaged part, rather than the whole item, thus reducing the inconvenience and waiting time. If it is necessary, we will supply a replacement product and arrange for our courier to collect the damaged item from your delivery address and return it to us. All we ask is that you carefully re-pack the product in its original packaging.

## **RETURNS**

Please see our Returns Policy.

#### **BESPOKE AND CUSTOM FINISHED FITTINGS**

Please be aware that we cannot include bespoke and custom finished fittings in our standard returns and cancellation policies as these are made to your individual specification. We do our utmost to make sure you are 100% satisfied with your order before your fitting is made or adapted for you, but regret we are unable to offer refunds or accept cancellations once the order has been placed. Please email sales@ledlightingproducts.co.uk within 48 hours of delivery if your bespoke light fitting has arrived damaged as after this period it is deemed that goods have arrived in perfect condition.

#### **TRADE CUSTOMERS**

Business or trade customers are exempt from the Consumer Contracts Regulations as these regulations were created to encourage confidence in consumers buying over the internet. Trade customers are therefore not covered by our normal returns and cancellations policies. Trade pricing is given on the understanding that purchases are for business purposes only and that they are not being ordered for re-sale. We reserve the right to reject or cancel any trade orders if we believe these conditions are not being met. To business customers without credit facilities, all goods must be paid for in full prior to shipping. **Goods cannot be returned to us where trade pricing has been applied** – this does not affect your statutory rights.

We would ask you to carefully inspect all your items as soon as you receive them, even if you do not intend to fit them immediately. Any damage that has occurred in transit or any shortages must be reported by email to our sales team within 48 hours of delivery. After this 48-hour period, it is deemed that the goods have arrived in a satisfactory condition and we regret that we cannot accept any claim for damages or shortages after this period.

In the unlikely event that any fittings supplied develop an electrical fault within the guarantee period, a replacement or suitable alternative will be supplied. Please note that goods are not covered for accidental damage or wear and tear.

Under no circumstances can we be held liable by trade customers for any direct, indirect or consequential costs, charges or expenses arising directly or indirectly as a result of late, damaged or incorrect delivery of goods. This includes, but is not limited to, electrician or any other contractor fees. You should not book any contractors on the basis of expected delivery dates and we would strongly recommend that you do so only when all the required fittings are in your possession.

#### INSTALLATION

All installations must comply with Building Regulations and the Part P regulation states that any electrical works must be carried out by a competent person which is defined as one who has the technical knowledge and experience to carry out the work without giving rise to danger or causing damage to property. If you are changing the lighting in a bathroom, shower room, swimming pool or sauna any installation must be carried out by a qualified electrician. Failure to have your lighting installed by a qualified person may invalidate your guarantee, could be in breach of the Building Regulations and may cause issues if you decide to sell your home.

## **GUARANTEES**

Our fittings are either covered by a 3 or a 5 year warranty, all other items will be detailed accordingly. Additionally, these guarantees do not apply to outdoor light fittings installed in salty or acidic conditions or if they are fitted within 5 miles of the coast, unless they have been specifically designed to be used in harsh conditions. Please note that if the fitting has been installed incorrectly or damaged or modified in any way all guarantees and warranties will cease to apply. Unless we specifically detail any varying length of guarantee, this applies to all products.

The LED Lighting Products Ltd warranty is applicable in conjunction with and not in addition to any manufacturer guarantee.

In the unlikely event that your purchase develops a fault within these dates, we will arrange for a replacement or suitable alternative to be dispatched free of charge (inclusive of delivery). Return of the faulty fitting will be at the customer's expense and we will despatch the replacement on receipt of the faulty fitting. Please email returns@ledlightingproducts.co.uk before returning any item, so we can guide you through the process if your item is covered by one of our guarantees.

#### SECURITY AND DATA PROTECTION

We are very careful with your personal information and committed to protecting and respecting your privacy. Your details will not be disclosed to any third party apart from our couriers and on occasion, our GDPR compliant manufacturers and their associated couriers who will require your name, address and contact details in order to deliver your goods. We do not sell or share your email address or other details with anyone else.

For security reasons, none of your financial details are stored on our systems once your payment has been processed. Any documentation sent will not contain the full card number - it will only display the last 4 digits of the number to show which account was used to make the purchase. Online transactions are processed using the trusted secure payment gateway 'WorldPay' or PayPal.

Viruses, Hacking and Other Offences – you must not misuse our website or any part of our service by introducing viruses, Trojans, worms, logic bombs or any other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored, or any server, computer or database connected to our site. You must not attack our site via any denial-of-service attack or distributed denial-of-service attack. Breaching these provisions would be committing a criminal offence and we will report any such actions to the relevant authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of any such breach, your right to use our site will cease immediately.

## **COMPLAINTS PROCEDURE**

We are a family run business, incorporated in October 2006. Our aim is to provide unique products, beautiful UK made fittings and good service. We acknowledge that there may be rare occasions when our goods or service may have failed to meet your expectations. If this is the case and you wish to make a formal complaint please contact us in writing (email or letter) and we will fully investigate the matter and reply to you within 5 working days.

Our registered company details are:

LED Lighting Products Limited
15 Lincoln Croft
Shenstone
Lichfield
Staffordshire
WS14 OND

Company Number: 6716260

VAT Number: 941 4519 27

Tel: 01543 481532