

LIGHT MY SPACE CONSUMER TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

These terms and conditions form the basis on which you can visit us and our website. Please read them carefully as they contain important information. This site is owned and operated by LIGHT MY SPACE LTD of 12 SOUTHBOURNE CLOSE, PORTON, WILTSHIRE SP4 0NW. If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website, you can contact us at hello@lightmyspace.co.uk or by calling +44 (0)1980 555 493.

Definitions

"We" The Company, which shall be Light My Space Ltd

"You" The Purchaser, which shall be the consumer or authorised representative of a business

"Order" Any services or products specified and supplied by The Company to The Purchaser

General terms and conditions

1. The contract between us

We must receive payment of the whole of the price for the services¹ that you are invoiced for before your project or order can be accepted. Payment of the price for the services represents an offer on your part to purchase the services, which will be accepted by us only when a confirmation of acceptance is sent by us. Only at this point is a legally binding contract created between us.

This contract will begin on the date it is acknowledged as agreed by both parties (Commencement Date) and will be considered to be completed upon receipt of full payment from you and delivery of the services and/or specified products from us.

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

2. Acknowledgement of your project/order details

To enable us to progress your project/order, you will need to provide us with your e-mail address. We will notify you by e-mail as soon as possible to confirm receipt of your order and to confirm details. For the avoidance of doubt, this correspondence does not constitute a contract between us.

3. Ownership of rights

All rights, including copyright, in this website are owned by or licensed to LIGHT MY SPACE LTD. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.

4. Accuracy of content

We have taken care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at the time of publishing and that all services have been described accurately.

¹ "Services" refers to a property visit, consultation and subsequent production of any agreed documentation for example, a design brief, layout plan, lighting design, instructions and electrician guidance.

5. Damage to your computer

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

6. Availability

The services will be provided within an agreed timescale, and time is not of the essence of the contract.

7. Amendments and modifications to orders

Any amendment or modification of this contract or additional obligation assumed by either party in connection with this contract will only be binding if made in writing, signed by each party or an authorised representative of each party.

8. Price

Prices specific to this contract will be confirmed in writing and are exclusive of VAT at the current rates. You are required to accept the pricing provided and subsequently an invoice will be sent to you by email.

Our Prices may change at any time but these changes will not affect any Contracts already in force.

9. Payment terms

Invoices are payable within seven (7) calendar days of the invoice date. We accept payment by BACS/Faster Payment. Our bank details are on our invoice.

We accept no liability if our services are delayed because you did not give us the correct payment details. If it is not possible to obtain full payment for the services from you, then we can refuse to accept your order and/or suspend any further services. This does not affect any other rights we may have.

10. Cancellation rights

- 10.1 Where you are a consumer as defined in **The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134** you have the legal right to cancel your order up to 14 calendar days after the day on which the contract is entered into (the Cancellation Period). You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty (unless we have begun the services within the Cancellation Period in accordance with clause 10.5)
- 10.2 In accordance with **The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134** you cannot cancel your contract if the services you have ordered are passenger transport services, services (other than the supply of water, gas, electricity or heating) for which the price is dependent on fluctuations in the financial market, urgent repairs or maintenance where you have specifically requested a visit, accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities (if the contract provides for a specific date or period of performance).
- 10.3 Should you wish to cancel your order, you can use the cancellation form provided at the end of these terms and conditions, or alternatively you can notify us by any other clear statement in writing.
- 10.4 If you require us to begin the services within the Cancellation Period we require you to make an express request to do so. In such cases, your right to cancel continues until either the end of the Cancellation Period, or the completion of the services, whichever is the earlier. If you cancel during the Cancellation Period we may charge you for any services provided up until the point when we receive your cancellation notice, and will provide a partial and proportionate refund accordingly. Your right to cancel the services will no longer apply once the services have been fully performed.

11. Cancellation by us

- 11.1 We reserve the right not to proceed with your project/order if:
- 11.1.1 We have insufficient staff or resources to deliver the services you have ordered;
 - 11.1.2 We do not provide services to your area
 - 11.1.3 One or more of the services you ordered was listed at an incorrect price due to a typographical error
 - 11.1.4 If you become bankrupt or enter into some form of insolvency arrangement; or
 - 11.1.5 If you suspend, cease or threaten to cease to carry on any business that you own or manage that you rely on to provide income to pay for your order.
- 11.2 If we do not proceed your order for the above reasons, we will notify you by e-mail and will re-credit to your account any sum received by us as soon as possible, but in any event within 14 days.

12. If there is a problem with the services or products

- 12.1 If you have any questions or complaints about the services please contact us. You can do so at: Light My Space Ltd., 12 Southbourne Close, Salisbury, SP4 0NW or by emailing us at: hello@lightmyspace.co.uk
- 12.2 We are under a legal duty to supply services that are in conformity with this contract and in accordance with the Consumer Rights Act 2015 (the Act).
- 12.3 Notification of any defects to the products apparent from a visual inspection, must be received by the Company within 5 days of delivery of the defective Products to the Purchaser.
- 12.4 Provided that the Company is notified in accordance with clause 12.3, any Products that prove to be faulty will be repaired or replaced free of charge by the Company. Products that the Company agrees to replace must, at the sole discretion of the Company, be returned to the Company or disposed of as per the Company's instructions. Defective Items will be replaced or repaired only with the consent of the Product Manufacturer or to the extent the defect falls within any warranty or guarantee provided by the Product Manufacturer.
- 12.5 The Company will accept liability for physical damage to the Purchaser's tangible property resulting from the negligence and wilful default of the Company. The Company's liability under this clause including both damage to the Purchaser's property and the Product or item shall be limited to an amount equal to the amount paid by The Buyer. Further the maximum liability of the Company for a Product (where the defect is attributable a component supplied by a Third Party Manufacturer) or Item under this sub clause 12.5 shall be limited to that which the company can recover from the relevant third party manufacturer.

13. Liability

- 13.1 We are only responsible for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. We do not accept liability if we are prevented or delayed from complying with our obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do or is due to events which are beyond our reasonable control².
- 13.2 If an event outside of our control occurs we shall be entitled to a reasonable extension of our obligations. If the delay persists for such time as we consider unreasonable, we may terminate the contract without liability on our part. 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 10.3 or 10.4
- 13.3 Furthermore, we do not accept liability for any losses related to any business of yours including but not limited to: lost data, lost profits, lost revenues or business interruption.

² 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.

13.4 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

14. Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at 12 SOUTHBOURNE CLOSE, PORTON, WILTSHIRE SP4 0NW and all notices from us to you will be displayed on our website.

15. Changes to legal notices

We reserve the right to change these terms and conditions from time to time and you should look through them regularly and before commencing a new order and/or contract.

16. Law, jurisdiction and language

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

17. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

18. Privacy

You acknowledge and agree to be bound by the terms of our Privacy Statement.

19. Third party rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

20. Other important terms

The Contract between you and Light My Space for the sale of 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.

PRIVACY STATEMENT

I/We, LIGHT MY SPACE LTD, are committed to respecting and protecting the privacy of anyone using our site and the confidentiality of any information that you provide us with. The purpose of this statement is to set out how we use any personal information that we may obtain from you.

Data Protection Act 1998 ('the Act')

We are registered under the Data Protection Act and comply with the Act in all our dealings with your personal data.

Use and collection of personal information

In general you can visit our website without telling us who you are and without revealing any information about yourself. If, however, you use our site you will need to register and you will be asked to provide certain information such as your contact details. We will store this data and hold it on computer or otherwise.

We may use information that you provide:

- To register you with our website and to administer it.
- For assessment and analysis, e.g. marketing, customer and product analysis, to enable us to review, develop and improve our services.

If you do not want us to use data in this way, or to pass your details on to third parties for marketing purposes, please tick the relevant box situated on the form on which we collect your data.

We may disclose your personal information to third parties:

- In the event we sell or buy any business or assets, in which case we might disclose your personal data to the prospective buyer or seller.
- If we are under a legal duty to disclose or share your personal data in order to comply with or meet any legal obligation.

Cookies

We collect information directly from you in a number of ways. One way is through our use of 'cookies'. Most websites use cookies in order to make them work, or to work more efficiently, as well as to provide information to the owners of the website. They help us to understand how our customers and potential customers use our website so we can develop and improve the design, layout, content and function of the site. Cookies are small text files that are placed on your computer's hard drive by websites that you visit. They save and retrieve pieces of information about your visit to the website – for example, how you entered the site, how you navigated through the site and what information and documentation was of interest to you. This means that when you go back to a website, it can give you tailored options based on the information it has stored about you on your last visit.

Some of our cookies are used to simply collect information about how visitors use our website and these types of cookies collect the information in an anonymous form.

Where there is a login process relating to buying products or services from us we also use cookies to store personal registration information so that you do not have to provide it to us again on subsequent visits.

The rules about cookies on websites have recently changed. If you are uncomfortable with the use of cookies, you can disable cookies on your computer by changing the settings in the preferences or options menu in your browser. You can set your browser to reject or block cookies or to tell you when a website tries to put a cookie on your computer. You can also delete any cookies that are already stored on your computer's hard drive. However, please be aware that if you do delete and block all cookies from our website, parts of the site will not then work. This is because some of the cookies we use are essential for parts of our website to operate. Likewise, you may not be able to use some products and services on other websites without cookies.

To find out more about cookies, including seeing what cookies have been set and how to manage and delete them, visit www.allaboutcookies.org.

If you do not wish to accept cookies from our website, please leave this site immediately and then delete and block all cookies from this site. Alternatively, you may opt out of receiving information from us by e-mail, telephone, or post. Our phone number is +44 (0)1980 555 493, or you can [e-mail us on hello@lightmyspace.co.uk](mailto:hello@lightmyspace.co.uk)

Security

We endeavour to take all reasonable steps to protect your personal information. However, we cannot guarantee the security of any data that you disclose online and we will not be responsible for any breach of security unless this is due to our negligence or wilful default.

Your rights

You have the right to ask us not to process your personal data for marketing purposes. We will aim to inform you before collecting your data if we intend to use your data for such purposes or we intend to disclose your information to any third party for such purpose. You can exercise your right to prevent this happening by checking certain boxes on the forms we use to collect your data.

General

You have the right to see personal data (as defined under the Data Protection Act) that we keep about you upon receipt of a written request and payment of a fee of £10. Any request should be sent to:

I V Blake (Data Controller)
Light My Space Ltd
12 Southbourne Close
Salisbury
SP4 0NW

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 lighting design services.

**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