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## ONLITEUK TERMS AND CONDITIONS

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### BACKGROUND:

By accessing our website and/or placing an order you are agreeing to comply with and be bound by our terms and conditions. You will be able to access most areas of our website without registering your details. 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. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Site immediately. The terms and conditions set out below do not affect your statutory rights.

### 1. Definitions and Interpretation

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

“ <b>Business Day</b> ”	means, any day other than a Saturday, Sunday or bank holiday;
“ <b>Contract</b> ”	means the contract for the purchase and sale of Goods, as explained in Clause 3;
“ <b>Goods</b> ”	means the goods which are to be supplied by Us to you as specified in your Web Order (and confirmed in Our Order Acceptance);
“ <b>Price</b> ”	means the price payable for the Goods;
“ <b>Order</b> ”	means your order for the Goods as attached <b>OR</b> as shown overleaf;
“ <b>Order Confirmation</b> ”	means Our acceptance and confirmation of your Order as described in Clause 3;
“ <b>We/Us/Our</b> ”	means onlight ltd trading as ONLITEUK;
“ <b>Bespoke Goods</b> ”	means Goods made to order or altered Goods.

### 2. Information About Us

ONLITEUK is owned by onlight ltd. England registration No.4178258 : VAT No 832995392

Trading Address Grenville Court, Britwell Road, Burnham SL1 8DF.

Email [sales@onliteuk.com](mailto:sales@onliteuk.com). Tel: 020 8090 1413

### 3. The Contract

3.1 These Terms and Conditions govern the sale of goods by Us and will form the basis of the Contract between Us and you. Before making your Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.

3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our discretion, accept.

3.3 A legally binding contract between Us and you will be created upon Our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing.

3.4 We shall ensure that the following information is given or made available to you on request:

- 3.4.1 The main characteristics of the Goods;
- 3.4.2 Our identity (set out above in Clause 2);
- 3.4.3 The total Price for the Goods including VAT;
- 3.4.4 Where applicable, all additional packing, insurance and delivery charges. These rates are set out in our specified delivery pricing structure.
- 3.4.5 We guarantee to abide by all the conditions of the consumer protection laws including the Sale of Goods Acts and the Consumer Contracts Regulations.
- 3.4.6 All the products supplied by us comply with current British or European standard requirements.
- 3.4.7 Where applicable, the arrangements for payment, delivery and the time by which We undertake to deliver the Goods;
- 3.4.8 Our complaints handling policy;
- 3.4.9 Where applicable, details of after-sales services and commercial guarantees.

#### 4. **Description and Specification of Goods**

- 4.1 We have made every reasonable effort to ensure that the Goods conform to illustrations, photographs and descriptions provided on Our web site. We cannot, however, guarantee that all descriptions, specifications, drawings and particulars of weights and dimensions, etc. issued by Us are approximate only and are intended only to present a general idea of the goods to which they refer and shall not form part of the contract. We exclude any liability for such inaccuracies and errors. It is your responsibility to ensure any products and information meets your specific requirements
- 4.2 We reserve the right to make any changes to Our web site and specification of the Goods that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.
- 4.3 Made to order Goods (Bespoke Goods) are available from Us. If you Order bespoke Goods from Us, We will produce **AND/OR** alter those Goods to your specifications and requirements.
- 4.4 When placing an Order for Bespoke Goods, please ensure that all information that you provide to Us is correct, accurate and complete. We cannot accept the return of any Bespoke Goods if the return is due to incorrect information provided by you. Please note that this does not affect your legal rights (including but not limited to those described in these terms and conditions).

#### 5. **Orders**

- 5.1 All Orders for Goods made by you will be subject to these Terms and Conditions.
- 5.2 You may change your Order at any time before We despatch the Goods by contacting Us. This does not apply to Bespoke Goods. We will only accept changes to Orders for Bespoke Goods if We are reasonably able to accommodate your request without additional work.
- 5.3 If your Order is changed, We will inform you of any change to the Price in writing.
- 5.4 You may cancel your Order at any time before We despatch the Goods by contacting Us. If you have already paid for the Goods under Clause 6, the payment will be refunded to you within five working days. This does not apply to Bespoke Goods (unless you are cancelling under sub-Clause 12.2.5 due to an event outside of Our control). We will only accept an Order cancellation for Bespoke Goods if We have not yet begun making or altering the Goods. If you request that your Order be cancelled, you must confirm this cancellation in writing.
- 5.5 We may refuse/cancel your Order at any time before We despatch the Goods in the following circumstances:

- 5.5.1 The Goods are no longer in stock and We are unable to re-stock (if, for example, the Goods are discontinued);
  - 5.5.2 Where We cannot obtain authorisation for your payment;
  - 5.5.3 If you do not meet any eligibility criteria set out in Our terms and conditions; or
  - 5.5.4 An event outside of Our control continues to prevent Us to fulfil your Order. (please see Clause 12 for events outside of Our control).
- 5.6 If We cancel your Order under sub-Clause 5.5 and you have already paid for the Goods under Clause 6, the payment will be refunded to you within five working days. If We cancel your Order, the cancellation will be confirmed by Us in writing.

## 6. Price and Payment

- 6.1 The Price of the Goods will be that shown on Our web site or quotation in force at the time of your Order. If the Price shown in your Order differs from Our Current Price We will inform you upon receipt of your Order.
- 6.2 Our Prices may change at any time, but these changes will not affect any Orders that We have already accepted.
- 6.3 We have made every reasonable effort to ensure that Our Prices, as shown on Our current web site are correct. Prices will be checked when We process your Order. If the actual Price of the Goods is lower than that stated in your Order, you will be charged the lower Price (unless the lower price was an obvious mistake that you could have reasonably recognised). If the actual Price of the Goods is higher than that stated in your Order, We will ask you how you wish to proceed.
- 6.4 All Prices include VAT. If the rate of VAT changes between the date of your Order and the date of your payment, We will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where We have already received payment in full from you.
- 6.5 Our Prices will include **OR** exclude the cost of delivery, depending on the value of the order and required delivery times.
- 6.6 All payments for Goods must be made in advance before We can despatch the Goods to you.

## 7. Delivery

- 7.1 Please note that delivery is currently only possible within the United Kingdom.
- 7.2 When We provide you with an Order Confirmation, We will provide an estimated delivery date. Please note that estimated delivery dates may vary according to the availability of Goods, your location, and circumstances beyond Our control.
- 7.3 If you indicate in your Order that you wish to collect the Goods from Us yourself you may do so after receiving Our Order Confirmation, during Our normal business hours.
- 7.4 Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address indicated in your Order and you (or someone identified by you) have taken physical possession of the Goods or, if you are collecting the Goods from Us yourself, when you have collected the Goods.
- 7.5 If for any reason We are unable to deliver the Goods at your chosen delivery address, We will request that you contact Us to arrange re-delivery.
- 7.6 You own the Goods once We have received payment in full for them.
- 7.7 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 lights in your possession and have checked that they are both suitable and undamaged.

7.8 Delivery to some areas within the UK may require longer delivery time and We will inform you when the order is accepted.

## **8. Faulty, Damaged or Incorrect Goods**

8.1 By law, We must provide goods that are of satisfactory quality, fit for purpose and as described at the time of purchase, in accordance with any pre-contract information. 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.

8.2 If any Goods you receive are damaged on delivery, non-functional on arrival, have any shortages or if you receive incorrect Goods. Please contact Us within 48 hours to inform us of the fault, damage or error, and to arrange for a refund, repair or replacement. 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. Please note that if the Goods are incorrect as a result of your provision of incorrect information, rather than them not matching Our description, as explained in sub-Clause 4.4, you will not be able to return those Goods.

8.3 If possible, We ask that you submit photographic evidence of the damage as it may be possible for us to just replace a damaged part, such as a broken glass shade, rather than the whole fitting thus reducing the inconvenience and waiting time.

8.4 Beginning on the day that you receive the Goods (and ownership of them) you have a 30 Calendar Days right to reject the Goods and to receive a full refund if they do not conform as stated above. Alternatively, you may request a repair of the Goods or a replacement. We will carry out the repair or replacement within a reasonable time and without significant inconvenience to you. In certain circumstances, where a repair or replacement is impossible or otherwise disproportionate, We may instead offer you a full refund.

8.5 To return Goods to Us for any reason under this Clause 8, you may do so in person during Our business hours or you may return them to Us by post or another suitable delivery choice. You may alternatively request that We collect the Goods from you. Please ensure that the Goods are carefully re-packed in all the original packaging ready for collection at the agreed time and location. Once Goods are received back with Us We will arrange for the replacement or refund.

8.6 Any refunds requests under this Clause 8 will be issued within 5 Calendar Days of the day on which We agree that you are entitled to the refund.

8.7 No claim for missing parcels from consignments shall be accepted if you have signed for the correct number of parcels upon delivery.

8.8 No claim for externally damaged items will be accepted if you have signed for the goods in good condition.

8.9 We will not replace, repair or offer refund for goods claimed to be damaged or faulty until it is confirmed they are not the result of improper use or installation.

## **9. Returning Goods If You Change Your Mind**

9.1 If you are not satisfied with any (non-bespoke) Goods purchased from Us you have the right to return them in exchange for a refund or a replacement, subject to the provisions of this Clause 9. This Clause 9 does not apply to Goods that are not in compliance with your legal rights. For such Goods please refer to Clause 8.

9.2 This Clause 9 does not apply to bespoke Goods. Goods which We have been produced to order for you cannot be returned if you change your mind.

9.3 If you wish to return Goods to Us under this Clause 9 you must do so within 14 Days of taking delivery (or collecting them from Us), telling Us why you wish to return the

Goods. These returns will be subject to a 25% combined re-stocking and handling charge. The costs of returning goods to US shall be borne by you.

- 9.4 All Goods must be returned to Us under this Clause 9 in their original condition, in their original, un-opened packaging, accompanied by proof of purchase.
- 9.5 You may return Goods to Us in person during Our business hours or you may return them by post or another suitable delivery service of your choice. You are solely responsible for the cost of returning Goods to Us under this Clause 9.
- 9.6 You may request that We collect the Goods from you. Please ensure that the Goods are ready for collection at the agreed time and location. We may charge you for collecting Goods under this Clause 9.
- 9.7 Refunds or replacements will be issued to you immediately if you return Goods to Us in person or within 14 Days of Our receipt of the Goods if you return Goods to Us by post or similar delivery service or if We collect the Goods from you.

## 10. **Guarantee**

- 10.1 For all Goods that We have supplied, We guarantee them for a period of 12 Months (unless otherwise stated) from the date of delivery, that the Goods will be free of defects. We will further provide with the Goods the manufacturer's guarantee documentation terms. This guarantee is subject to the exceptions listed in sub-Clause 10.2.
- 10.2 Our guarantee does not apply to any defects in the Goods caused by:
  - 10.2.1 Normal wear and tear;
  - 10.2.2 Deliberate damage and/or misuse of the Goods;
  - 10.2.3 Accidental damage;
  - 10.2.4 Failure to use the Goods in accordance with their instructions; or
  - 10.2.5 The alteration or repair of the Goods by you or any third party that is not authorised by Us.
- 10.3 These guarantees do not apply to some outdoor light fittings installed in salty or acidic conditions or if they are fitted within 5 miles of the coast. Some of our exterior light fittings, specifically designed to be used in harsh conditions, are supplied with separate guarantees by the manufacturer, please contact our sales team.
- 10.4 You shall, unless otherwise confirmed in writing, be responsible for all carriage, telephone, postal and other incidental charges incurred during the guarantee period.
- 10.5 Our guarantee exists in addition to your legal rights as a consumer. More information on your rights as a consumer can be obtained from your local Citizens Advice Bureau or Trading Standards Office.

## 11. **Our Liability**

- 11.1 Our total liability in contract, tort (including negligence or breach of statutory duty), restitution, mis-presentation, or otherwise, for any default or breach whatsoever, howsoever arising, shall be limited to the price paid for the goods as shown on the invoice.
- 11.2 You are responsible for keeping backups of your data and we are not liable for any data loss whatsoever, howsoever arising.
- 11.3 We are not liable for any indirect or consequential loss or damage including, but not limited to, loss of profit, loss of business, loss of goodwill, damage to trading relationships, costs, howsoever caused.
- 11.4 We will not accept any liability for any loss incurred as a result of delayed or failed delivery. Any delivery dates given are estimated unless agreed in writing by Our authorised representative.

- 11.5 We only supply Goods for domestic and private use. We make no warranty or representation that the Goods are fit for commercial, business or industrial use of any kind (including resale). By making your Order, you agree that you will not use the Goods for such purposes. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 11.6 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 11.7 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your Local Citizens Advice Bureau or Trading Standards Office

## 12. **Events Outside of Our Control (Force Majeure)**

- 12.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 12.2 If any event described under this Clause 12 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
  - 12.2.1 We will inform you as soon as is reasonably possible;
  - 12.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
  - 12.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;
  - 12.2.4 If the event outside of Our control continues for more than 30 days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible;
  - 12.2.5 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 5.4 above.

## 13. **Complaints and Feedback**

- 13.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 13.2 If you wish to complain about any aspect of your dealings with Us, please contact Us in writing (email or letter) and we will fully investigate the matter and replay to you within 5 working days.

## 14. **Viruses, Malware and Security**

- 14.1 We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware.
- 14.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.

- 14.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- 14.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- 14.5 You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 14.6 By breaching the provisions of sub-Clauses 15.2 to 15.5 you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

## 15. **Cookies**

- 15.1 We use Cookies to collect information. Cookies are tiny snippets of code stored on your computer. They enable us to ensure our website gives you the best shopping experience and is easy for you to use. Cookies are useful as they will remember, for instance, the last page you looked at and what you have in your shopping basket. They also assist us in collecting information about how you use our website which enables us to evaluate and improve our site and the service we provide.
- 15.2 You can block cookies by activating the settings on your own computer, however, you may find that you are unable to access some areas of our website or parts of the site do not function as you would expect.
- 15.3 If you would like more information on the cookies used on our web site, please contact Us via email.

## 16. **Links to Other Sites**

Links to other sites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

## 17. **Data Protection**

- 17.1 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.
- 17.2 We may use your personal information to:
  - 17.2.1 Provide Our Goods and services to you;
  - 17.2.2 Process your payment for the Goods; and
  - 17.2.3 Inform you of new products and services available from Us. You may request that We stop sending you this information at any time.
- 17.3 For security reasons, none of your financial details are stored on our systems once your payment has been processed.
- 17.4 In certain circumstances (if, for example, you wish to purchase Goods on credit), 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.
- 17.5 We will not pass on your personal information to any other third parties apart from our couriers who will require your name, address and contact details in order to deliver your goods.

**18. Other Important Terms**

- 18.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.
- 18.2 You may not transfer (assign) the benefit of the guarantee in Clause 9 to any person who purchases the Goods from you after you have completed purchasing the Goods from Us without Our express written permission.
- 18.3 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 18.4 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions. If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 18.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

**19. Governing Law and Jurisdiction**

- 19.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 19.2 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England & Wales.