

Terms and Conditions

Supply of Services to Businesses

1. Interpretation
- In these terms and conditions:
- “**Client**” means the person named on the Specification Sheet for whom the Company has agreed to provide the Services in accordance with these Conditions;
- “**Client Material**” means any documents, materials or information provided by the Client relating to the Services pursuant to Clause 5.1;
- “**Company**” means LightIQ Limited (registered number 4263949);
- “**Conditions**” means these terms and conditions;
- “**Contract**” means the contract for the provision of the Services;
- “**Output Material**” means any documents or other materials, and any data or other information provided by the Company relating to the Services;
- “**Specification Sheet**” means the sheet to which these Conditions are appended;
- “**Services**” means the lighting design services to be provided by the Company for the Client, as more particularly described in the Specification Sheet;
- “**Standard Charges**” means the charges shown in the Specification Sheet or otherwise quoted to the Client in writing;
- “**Third Party Suppliers**” has the meaning given to it in Clause 6.1.
2. Terms of Agreement
- 2.1 These Conditions only apply to the supply of services by the Company to a Client who is not a consumer (within the meaning of the Unfair Terms in Consumer Contracts Regulations 1999).
- 2.2 These Conditions shall apply to all Contracts and shall take precedence over and supersede any terms and conditions previously issued by the Company or issued by the Client. The Company commencing to supply the Services to the Client shall be conclusive evidence of the acceptance of these Conditions.
- 2.3 No employee or agent of the Company has the power to vary these Conditions unless such variation is recorded in writing and signed by a director on behalf of the Company. No employee or agent of the Company has any power to make any representation on the part of the Company and the Client agrees that he has not relied on any such representations
3. Supply of Services
- 3.1 The Company shall provide the Services to the Client subject to these Conditions, as such may be varied in the Specification Sheet.
- 3.2 The Services shall (subject to these Conditions) be provided:
- (a) in accordance with the description of the Services set out in the Specification Sheet; and
- (b) subject to paragraph (a), in accordance with the Client’s reasonable instructions from time to time relating to the Services.
- 3.3 Nothing in Clause 3.2 shall prejudice the statutory duty of the Company to provide the Services with reasonable skill and care.
- 3.4 Notwithstanding Clause 3.2, the Company may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements or which do not materially affect the nature or quality of the Services.
- 3.5 The Company shall use reasonable endeavours to provide the Services within the time set out in the Specification Sheet or, if no such time is specified, within a reasonable time. The Company shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company’s obligations in relation to the Services, if the delay or failure was due to any cause beyond the Company’s reasonable control.
4. Charges
- 4.1 For the provision of the Services, the Client shall pay the Company:
- (a) the Standard Charges;
- (b) any expenses incurred on behalf of the Client which are referred to in the Specification Sheet or are otherwise agreed between the Company and the Client; and
- (c) any additional sums which are referred to in the Specification Sheet or are otherwise agreed in writing between the Company and the Client.
- 4.2 The Company may vary the Standard Charges from time to time by giving not less than one month’s written notice to the Client.
- 4.3 Value added tax is payable on the Services in addition to the Standard Charges and on all other sums payable under these Conditions at the appropriate rate.
- 4.4 The Company may invoice the Client following the end of each month in which the Services are provided or at other times agreed with the Client.
- 4.5 Unless otherwise expressly agreed in writing by the Company, the Client will pay strictly within 30 days of the date of the invoice in respect of any Goods ordered being submitted by the Company.
- 4.6 If payment or any part thereof is not made by the due date, the Company shall be entitled to charge interest on all outstanding amounts at the rate of 4% per annum above the current base rate of Lloyds TSB Bank plc, accruing on a daily basis until the date of payment (whether before or after judgment).

5. Rights in Materials
- 5.1 If any documents, materials or information are required for the performance of the Services, the Client shall at its own expense supply the Company with such Client Material within sufficient time to enable the Company to provide the Services in accordance with the Contract. The Client shall ensure the accuracy of all Client Material. The Client shall at its own expense retain duplicate copies of all Client Material and the 5.2 Company shall have no liability for any loss or damage to such Client Material, however caused.
- 5.2 All Output Material shall be at the risk of the Client from the time of delivery to the Client.
- 5.3 The property and any copyright or other intellectual property rights in:
- (a) any Client Material shall belong to the Client;
 - (b) any Output Material shall, unless otherwise agreed in writing between the Client and the Company, belong to the Company, but the Client shall be entitled to use the Output Material for the purposes for which the Services were provided by use of a non-exclusive licence, subject to payment in full of all sums payable under the Contract.
6. Other Suppliers of Goods or Services
- 6.1 The Company may from time to time provide the Client with the names of other suppliers of goods or services ("Third Party Suppliers"). In providing such names, the Company is not making any recommendation or representation regarding the fitness of the Third Party Suppliers to supply the relevant goods or services and the Client must not rely on the fact that the Company has supplied such names and must satisfy himself of the fitness of such Third Party Suppliers.
- 6.2 If any Third Party Supplier supplies any goods or services to the Client, the contract to do so is between the Third Party Supplier and Client as principals and the Third Party Supplier is not acting as the agent or sub-contractor of the Company. Consequently, the Company shall not be liable for any misperformance or negligent performance by Third Party Suppliers of any contract between themselves and the Client.
- 6.3 For the avoidance of doubt, if the Company supplies any goods to the Client, it does so on its own terms for the supply of goods which were or will be provided to the Client prior to or at the time any such order for the supply of goods was made.
7. Limitations on Liability
- 7.1 The Company shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Client Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, or misleading or from any other fault of the Client.
- 7.2 The Company shall in no circumstances be liable for any consequential or indirect loss.
- 7.3 Nothing in these Conditions shall restrict or exclude liability for death or personal injury caused by the default or negligence of the Company.
8. Termination
- 8.1 Either party may terminate the Contract at any time by giving not less than 14 days written notice to the other.
- 8.2 The Company may terminate the Contract immediately by giving notice to the Client without incurring any liability if the Client:
- (a) defaults under the terms of the Contract;
 - (b) suffers any distress or execution on its property;
 - (c) Enters a compromise agreement with creditors;
 - (d) is the subject of insolvency or bankruptcy proceedings before the courts; or
 - (e) suffers the equivalent in any other jurisdiction.
- 8.3 In the event of termination of the Contract, the Company shall be entitled immediately to invoice the Client for all Services performed up to the date of termination.
9. Force Majeure
- The performance of all contracts is subject to cancellation by the Company owing to any act of God, war, strikes, any acts of government, national emergencies, lock-outs, fire, flood, drought, tempest of any other cause beyond the reasonable control of the Company and, if the contract is not cancelled, the obligations of the Company shall be held in abeyance for the duration of any such circumstances and any date or deadline under this Contract shall be extended by a period equal to the duration of the existence of such circumstances.
10. Law and Jurisdiction
- English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.