

Terms and Conditions

Supply of Services to Consumers

1. Interpretation
- In these terms and conditions:
- “**Client Material**” means any documents, materials or information provided by you relating to the Services pursuant to Clause 5.1;
- “**Company**” means Light IQ Limited (registered number 4263949);
- “**Conditions**” means these terms and conditions;
- “**Contract**” means the contract for the provision to you of the Services;
- “**Output Material**” means any documents or other materials, and any data or other information provided by the Company to you 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 to you, as more particularly described in the Specification Sheet;
- “**Standard Charges**” means the charges shown in the Specification Sheet or otherwise quoted to you in writing;
- “**Third Party Suppliers**” has the meaning given to it in Clause 6.1.
2. Identity of Supplier
- The supplier of the Goods is Light IQ Limited whose address is 1 Rylett Studios, 77 Rylett Crescent, London W12 9RP.
3. Creation of Contract
- The agreement between you and the Company will only come into existence once the Company has accepted your instructions and you have signed the Specification Sheet attached to these Conditions. Once you have done so the Company has done so, there is a binding legal agreement between you and the Company. In addition, if you have not signed the Specification Sheet but continue to accept the Services, a binding legal agreement will be deemed to have been entered into between you and the Company.
4. Supply of Services
- 4.1 The Company shall provide the Services to you on these Conditions but the Company and you may agree amendments to these Conditions which will be set out in the Specification Sheet.
- 4.2 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 your reasonable instructions from time to time relating to the Services.
- 4.3 Nothing in Clause 4.2 shall prejudice the statutory duty of the Company to provide the Services with reasonable skill and care.
- 4.4 Notwithstanding Clause 4.2, the Company may at any time without notifying you make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements.
- 4.5 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 you 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.
5. Charges
- 5.1 For the provision of the Services, you shall pay the Company:
- (a) the Standard Charges;
 - (b) any expenses incurred on your behalf which are referred to in the Specification Sheet or are otherwise agreed between the Company and you; and
 - (c) any additional sums which are referred to in the Specification Sheet or are otherwise agreed in writing between the Company and you.
- 5.2 The Company may vary the Standard Charges from time to time by giving you not less than one month’s written notice.
- 5.3 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.
- 5.4 The Company may invoice you following the end of each month in which the Services are provided or at other times agreed with you.
- 5.5 Unless otherwise expressly agreed in writing by the Company, you will pay strictly within 30 days of the date of the invoice in respect of any Goods ordered being submitted by the Company. Payment should be made by cheque payable to the Company or any other method of payment referred to in the Company’s catalogue from time to time.
- 5.6 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 current base rate of Lloyds TSB Bank plc, accruing on a daily basis until the date of payment.

6. Rights in Materials
- 6.1 If you supply any documents, materials or information which are required for the performance of the Services, it shall be at your expense. You must supply the Company with such Client Material within sufficient time to enable the Company to provide the Services in accordance with the Contract. It is your responsibility to ensure the accuracy of all Client Material. It is also your responsibility to retain duplicate copies of all Client Material at your own expense and, consequently, the Company shall have no liability for any loss or damage to such Client Material, however caused.
- 6.2 All Output Material shall be your responsibility and your risk from the time of delivery to you.
- 6.3 The property and any copyright or other intellectual property rights in:
- (a) any Client Material shall belong to you;
 - (b) any Output Material shall, unless otherwise agreed in writing between you and the Company, belong to the Company, but you shall be entitled to use the Output Material for the purposes for which the Services were provided by use of a non-exclusive licence, so long as you pay in full of all sums payable under the Contract.
- 6.4 The Company shall have no liability for any loss, damage, costs, expenses or other claims for compensation arising from any Client Material or instructions supplied by you which are incomplete, incorrect, inaccurate, or misleading or from any other fault on your part.
7. Other Suppliers of Goods or Services
- 7.1 The Company may from time to time provide you 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. It is your responsibility to satisfy yourself of the fitness of such Third Party Suppliers before you enter into a contract with them by, for example, asking for and following up references or asking for details of and checking on qualifications. You should not rely on the fact that the Company has supplied such names.
- 7.2 If any Third Party Supplier supplies any goods or services to you, the contract to do so is between you and the Third Party Supplier directly and the Third Party Supplier is not acting on behalf of (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 yourself.
- 7.3 For the avoidance of doubt, if the Company supplies any goods to you, it does so on its own terms for the supply of goods which were or will be provided to you prior to or at the time any such order for the supply of goods was made.
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 In the event of termination of the Contract, the Company shall be entitled immediately to invoice you 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. Data Protection
- The Company will only use information you supply for the purposes of fulfilling your Order and for sending you information on its products and services, unless you tell the Company that you do not wish to receive such information.
11. Terms of Agreement
- 11.1 These Conditions only apply to the sale of any goods by the Company to a person who is a consumer (within the meaning of the Unfair Terms in Consumer Contracts Regulations 1999).
- 11.2 These Conditions shall apply to all Contracts and shall take precedence over and supersede any terms and conditions previously issued by the Company.
- 11.3 Nothing in these Conditions reduces or limits your rights under any statutes or regulations.
12. 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.