Terms & Policies

Copyright Statement

To download a hard copy of the terms and policies, <u>please follow this link</u> (opens in new window).

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Website Usage Policy

Welcome to our website. By using this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern our relationship with you in relation to this website.

The term 'us' or 'we' refers to Universal Lighting Services Ltd, the owner of the website whose registered office is Priory Street, Birkenhead, Merseyside CH41 5JH. Our company is registered in England, registration number 00988914. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

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- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

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- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- Your use of this website and any dispute arising out of such use of the website is subject to UK laws.

Terms & Conditions

Universal Lighting Services Ltd guarantees to meet all the conditions of the consumer protection laws which apply at this time <u>as specified in the sale of goods act</u> and the <u>Distance Selling Regulations</u> (large files that open in a new window).

Definitions

- 1. For the purpose of the Terms and Conditions we, us, our will refer to the company Universal Lighting Services Ltd and you and your will indicate the customer unless the text indicates otherwise.
- 2. The Terms and Conditions have been created to protect your rights as a valued customer and to form an understanding between you as the customer and us as a business.
- 3. If you have any questions regarding any section of the Terms and Conditions please e-mail us at sales@universal-lighting.co.uk or telephone our office 0151 650 2138 where our staff will be glad to assist.

Purchases

- 2.1 All of our products are supplied subject to availability. If the product you ordered is not in stock we will inform you of this as soon as possible and advise you as to how long it will take to order.
- 2.2 Universal Lighting Services Ltd may refuse to accept an order for any reason. If an order is refused any money paid will be refunded immediately through the original payment method.
- 2.3 At times, finishes on our products may differ slightly to those advertised.
- 2.4 Descriptions, dimensions and technical data given are only a guideline and are not a legally binding contract.
- 2.5 We endeavour to ensure the information given on our website is correct, however, we

cannot accept liability for loss, damage or expense due to errors or omissions.

- 2.6 Height measurements of our fittings exclude chain and ceiling fixture dimensions. All of our fittings will include appropriate lamps where indicated.
- 2.7 All of our fittings comply with the appropriate British or European standard requirements.
- 2.8 Almost all of the light fittings we supply will require some degree of assembly.

Prices and Payment

- 3.1 Every effort is made to ensure that prices on our web site are correct when your order is placed. However, if an error is found we will inform you as soon as possible in order to refund you for the amount debited from your credit card.
- 3.2 We regret that we cannot make delivery arrangements until cleared funds are received. All online payments are subject to a fraud security check prior to any order being accepted.
- 3.3 Methods of payment are:



- 3.4 Online credit card payment transactions are totally secure.
- 3.5 All prices shown include V.A.T.
- 3.6 We regret that we cannot process an order until full payment has been cleared.
- 3.7 For off line payment please contact our sales team either by <u>e-mail</u> or telephone **0151 650 2138** and we will arrange alternative method of payment.

Delivery

- 4.1 Normally 3 5 working days from order
- 4.2 Out of stock items 14 21days. At the time of your order if an item is out of stock we will inform you as soon as possible so that you can decide whether you want to cancel the order or wait for product to become available. We will notify customers if an item has become obsolete or if the delivery is longer than stated above.
- 4.3 European and worldwide carriage rates are as charged to us by the carrier. You will be advised soon after placing your order of the charges.

UK Delivery charges are as follows:

Mainland UK charges are automatically included when you place an order, including any surcharge that may apply as detailed in the following tables.

Scottish Islands, Highlands and other Postcode Surcharges - Courier Service:-

Free UK delivery on purchases of £100 and over (Except the below): **£FREE** Mainland UK delivery under £100 (Excluding the following): £6.90 inc VAT Isle of Man - Scilly Isles - Per Parcel £29.95 inc VAT Northern Ireland - Per Parcel £16.90 inc VAT Channel Islands - Per Parcel £35.00 VAT Exempt Southern Ireland - Per Parcel £19.95 inc VAT Scottish Highlands - Courier Service - Per Parcel Zone 2 £16.90 inc VAT Scottish Islands - Courier Service - Per Parcel Zone 3 £26.90 inc VAT

In all cases £6.90 will be deducted from any surcharge automatically, if the order value is £100 and over.

Zone 2 Postcodes:

IV3 – IV40, IV52 – IV54, IV63 KW1 – KW14 PA20 – PA40 PH15, PH16, PH19 – PH40, PH50

Zone 3 Postcodes:

All HS (Western Isles)
IV41 – IV51, IV55 – IV56 (Skye)
KA27 (Arran), KA28 (Millport)
KW15 – KW17 (Orkney)
PA41 (Gigha), PA42-PA49 (Islay), PA60 (Jura), PA61 (Colonsay)
PA62 – PA76 (Mull), PA77 (Tiree), PA78 (Coll)
PH41 (Muck), PH42 (Eigg), PH43 (Rum), PH44 (Canna)
All ZE (Shetlands)

Download the UK and Ireland postcode zones here

Whenever possible, smaller orders will be dispatched using Royal Mail parcel service and will be charged at cost.

- 4.4 Orders placed before 2:00pm Mon Fri will be processed that day excluding weekends and bank holidays. You will be notified of your anticipated delivery date as soon as possible.
- 4.5 Tracking orders. Tracking numbers supplied on request.
- 4.6 We regret that due to the difference in electrical fittings we are unable to deliver products to the USA.
- 4.7 For European Delivery please contact our sales team via Email or telephone for advice.

- 4.8 We ensure that every effort will be made to deliver your goods as soon as possible. However we are not liable for any loss or damage that may occur through a delay of delivery. This includes failed electrical installation costs.
- 4.9 At the time of delivery you will be asked to sign for your goods. We offer special delivery instructions when you place an order should you not be in.
- 4.10 When your order arrives please check for any damages that may have incurred during transit. We pride ourselves with the care we take packaging your lights.
- 4.11 Claims for shortages and damages must be made within 48 hours of delivery we regret that after this time we cannot accept any claims that are made.
- 4.12 Once you have signed for your order the goods are at your risk and so we ask you to check the contents thoroughly. Please keep any packaging should your order need to be returned.

Returns Policy

- 5.0 The United Kingdom's Distance Selling Regulations give you the right to cancel the contract for the purchase of any goods purchased online within 14 working days, beginning with the day after the day on which the item is delivered. This applies to all of our products except any product made, modified or personalised to your specification.
- 5.1 In addition to your statutory rights, any item purchased from Universal Lighting Services Ltd may be returned within the specified period for whatever reason. This excludes anything specially made, modified, personalised or adapted to your specification or any item that has been installed. Universal Lighting Services may accept returns after the 14 day period under certain circumstances subject to a restocking fee.
- 5.2 To return goods, customers are asked to contact the sales team on 0151 650 2138 or via e-mail sales@universal-lighting.co.uk. We will email you a short returns request form that will take a few moments to complete. Once completed the form should be returned and you will be contacted with the returns number once authorised and your unique number has been allocated. A member of staff will be happy to guide you through the process should you so wish. The unique returns authorisation number must be displayed on the outer box when returned. Goods without a Returns Authorisation Number cannot be accepted. A copy of outer box when returned. Goods without a Returns Authorisation Number cannot be accepted. A copy of outer box when returned. Goods without a Returns Authorisation Number cannot be accepted. A copy of outer box when returned. Goods without a Returns Authorisation Number cannot be accepted. A copy of outer box when returned. Goods without a Returns Authorisation Number cannot be accepted. A copy of outer box when returned. Goods without a Returns Authorisation Number cannot be accepted. A copy of outer box when returned of the outer box when returned. Goods without a Returns Authorisation Number cannot be accepted. A copy of outer box when returned of the outer box when returned of th
- 5.3 To return any unwanted items, please pack them carefully and securely in the original packaging, attach your returns authorisation number and send it to us with the delivery slip so that we receive it within 14 working days after the day of the date that the item was delivered to you. All returned items must be in a saleable condition otherwise they will be returned to you.
- 5.4 The goods returned must not have been installed, used or modified in any way and must be returned together with any lamps or parts that were included in your order.

- 5.5 For your protection, we recommend that you use a recorded-delivery service. Please note that you will be responsible for the costs of returning the goods to us unless we delivered the item to you in error or the item is faulty. If we do not receive the goods back from you with the delivery slip, we may arrange for collection from your residence at your cost.
- 5.6 If the original order was eligible for free shipping as it amounted to £100 or over and part of the order is returned, which when deducted amounts to an order of under £100.00, then shipping at the current rate will be charges as if the original purchase fell below the free shipping threshold.
- 5.7 Universal Lighting Services Ltd will meet the cost of return for carriage on all faulty goods as long as the goods returned conform to the relevant regulations. Please note that a missing crystal, drop or decoration does not constitute faulty goods.
- 5.8 Universal Lighting Services Ltd are not liable for any costs incurred for the installation or removal of any fitting supplied, or any other financial loss howsoever caused. We recommend that you do not book your electrician until you have received, checked and are happy with your purchase.
- 5.9 Under some circumstances, we may be able to assist you by arranging a collection from the delivery address using the original couriers and returning the goods to us. They must be well packaged prior to collection in order to arrive in a saleable condition. There is a charge of £12.50 PER BOX including VAT for this service that will be deducted from any amount refunded. It is important that any collections are in their original box(es), as you will be charged for each box we collect regardless of size.

Refunds Policy

Universal Lighting Services Ltd will refund within 14 days any sum that has been debited from the customer's credit card or by any other payment method, for any goods that are unavailable for whatever reason or returned in accordance with our Returns Policy.

Damages

- 6.0 In the unlikely event that a product arrives and the packaging appears damaged in any way, it is important that you sign for the delivery as unchecked or damaged.
- 6.1 Once you have taken delivery and signed for your purchase it belongs to you and any risk has passed over. It is important that you check your delivery as soon as possible and in any case within 48 hours, even if you do not intend to have it installed for some time.
- 6.2 Any damage or shortages in your delivery must be reported to us within 48 hours otherwise your claim may be rejected.
- 6.3 All damages or shortages will be corrected to your satisfaction as soon as possible with either a replacement part or complete fitting at no cost to you.

Warranty

- 7.0 All of our fittings carry a minimum 12 month guarantee, with the exception of lamps.
- 7.1 If a fault should occur, the product will be repaired or replaced within the warranty period. Your statutory rights will not be affected.
- 7.2 If the fitting has been incorrectly installed or is damaged in any way by the consumer the warranty will not apply. (See Installation).

Installation

- 8.0 Fittings must be installed by a qualified electrician and must be earthed wherever necessary. From 1st January 2005 any electrical installation may be subject to Part P of the Building Regulations relating to dwellings. Failure to have your lighting fitted by a qualified person may invalidate your warranty and could be in breach of the Building Regulations.
- 8.1 Your electrician should be qualified with one of the following qualifications; BRE Certification Limited, British Standards Institute, ELECSA Limited, NICEIC Certification Services Ltd, N.A.P.I.T.
- 8.2 The light fitting must be assembled by a competent person.
- 8.3 Universal Lighting Services Ltd cannot be held responsible for any personal or other damages due to incorrect installation.

Conditions of sale

- 9.0 The goods which are the subject matter of this website shall remain the property of the seller until the Buyer has paid the full contract price and in no other circumstance shall title to the said goods pass to the Buyer.
- 9.1 Notwithstanding the above clause, the risk of any loss or damage to the said goods, shall fall upon the Buyer from the date the said goods are delivered to him / her and the Seller should hold the Buyer fully indemnified in respect of any such loss after delivery, no matter how occasioned.
- 9.2 If the buyer fails to pay for the goods on the due date, or commits any act of bankruptcy, or if any resolution or petition to wind up the Buyers business, shall be passed (other undertakings is appointed, the Seller may recover possession of the goods at any time from the Buyer and for that purpose the Seller, his servants or agents may enter upon any land or building upon which the goods are situated.

Limitation of Liability

10.0 Universal Lighting Services Ltd total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising from this agreement shall be limited to the price paid for the goods.

- 10.1 Nothing in these conditions excludes or limits the liability of Universal Lighting Services Ltd for death or personal injury caused by our negligence or fraudulent misrepresentation.
- 10.2 If you are a business customer we shall not be liable to you for any direct, indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this agreement.

10.3 Under no circumstances will Universal Lighting Services Ltd be held responsible for, but not limited to electrician or any other contractor fees that arise because of but not limited to late, damaged or incorrect delivery of goods. You should not book an installer or prepare for installation on the basis of your given delivery date. You are advised to only prepare for installation and book your electrician once you have the lights in your possession and you have checked them for suitability.

Complaints

We endeavour to provide an exemplary service and to get it right first time every time, however we acknowledge that there may be occasions when our goods or service have failed to meet your expectations. On these rare occasions we encourage you to contact us so that we may learn from the experience and to ensure that the circumstances are not replicated in the future.

If you are unhappy with any aspect of goods supplied or any part of the service that we provide and wish to make a formal complaint, please contact us in writing in one of the following ways:

By sending a letter to:

Complaints
Universal Lighting Services Ltd
Priory Street
Merseyside
CH41 5JH

Company registered in England: 00988914

By Email to complaints@universal-lighting.co.uk

All email complaints will be acknowledged within one working day and will be investigated by a director of Universal Lighting Services Ltd. The company director dealing with the complaint will update the person making the complaint in writing every two days throughout the process.

All written complaints received at our registered address will be investigated by a director of Universal Lighting Services Ltd and shall be replied to within five working days.

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