

Halo Lighting Ltd 98-124 Brewery Road London 7 9PG Tel: 0207 607 4444

TERMS AND CONDITIONS OF SALE

For the purposes of these conditions, 'Halo' shall be deemed to refer to 'Halo Lighting Ltd' and the 'customer' to any company, partnership and individual who shall enter into any agreement with Halo.

- 1. This contract shall be governed by English Law.
- 2. These terms are additional to our general Terms & Conditions, found on our website, halo.co.uk/terms-of-use-trade/
- 3. No contract exists between the Customer and Halo for the sale of any goods until Halo have received an order and accepted it (which remains at Halo's discretion)
- 4. If Halo accept the Client order, Halo will notify the Client by email that it has been accepted prior to dispatching the goods.
- 5. In the event that we discover a pricing error on our website in respect of the goods ordered, we reserve the right not to supply the goods requested and we will offer you the option of either placing a new order at the correct price, offer you alternative goods or cancel the whole order.



Halo Lighting Ltd – Proprietor: Yann Guenancia – Company Reg.No: 2379134 Registered Address: 98-124 Brewery Road, London, N7 9PG E-mail: <u>info@halo.co.uk</u> Web: <u>www.halo.co.uk</u>

- 6. We have the right to terminate the contract if the price of the goods is not received from you in clear funds
- 7. We may change these terms of sale without notice to you in relation to future sales.

Description and price of the goods

- 8. The description and price of some of the goods you order will be shown on our website at the time you place your order.
- 9. Product images are for illustrative purposes only and may differ from the actual product.
- 10. In addition to the price of the goods, you may be required to pay a delivery charge for the goods, details of which we will communicate to you.

Payment **Payment**

- 11. Payment for the goods and delivery charges can be made by any methods at the time you place your order. Payment shall be due in full before the delivery date.
- 12. There will be no delivery until cleared funds are received.

Delivery

- 13. The goods you order will be delivered to the address you give us when you place your order, within a time frame agreed.
- 14. If delivery cannot be made to your address for reasons under our control we will inform you as soon as possible. However, we will not be liable for any consequential losses you may suffer as a result of not receiving goods
- 15. If you fail to take delivery of the goods as arranged, we will charge for an extra delivery, unless you choose to collect.
- 16. Upon receipt of your order you will be asked to let us know immediately if the package does not appear to be in good condition. Failure to do so may affect any warranty claims that you make thereafter.



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- 17. Although we will make every effort to deliver your goods at the appointed time and date, we will not be liable for any consequential claim arising from late delivery.
- 18. If we fail to find someone to sign for goods we may either chose to leave the goods with a third party or if we deem this a risk return the goods to our warehouse clause 13 will apply

Risk/Title

- 19. The goods are at your risk from the moment they are delivered
- 20. Ownership of the goods shall not pass to you until we have received payment in full of all sums9 due

<u>Returns</u>

- 21. Returns of goods sold are subject to the following clauses:
- 22. Return of goods is discretionary unless it is found to be faulty at the point of delivery.
- 23. Any items returned to us that you claim to be faulty or incomplete are checked and verified by our technicians. Any returned items that are found not to be faulty or incomplete will be returned to you and we shall be entitled to charge you for the return carriage costs. We will hold the item(s) until full payment has been made for the return carriage.
- 24. Returns of non-faulty goods will be subject to a 30% re-stocking fee for mass produced goods and more if the goods were a special manufacturing order.
- 25. Any items that you return to us are at your own risk, therefore we strongly advise all our customers take reasonable care when returning items to us for example, by ensuring the goods are correctly addressed, adequately packaged, and carried by a reputable carrier.
- 26. We do accept return of sales consumables that have not been used, for example fluid or confetti, only with prior agreement with Halo and subject to a 30% restocking fee.
- 27. Second hand sales goods- will be sold as seen, with no warranty and not refundable.
- 28. The above clauses do not affect your statutory rights.

Warranty

29. All new goods supplied by us are subject to manufacturers warranties. In the event of a valid claim for a defect in the new goods, we will send the items back to the manufacturers for replacement.



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- 30. The warranties do not apply to any defect in the goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, use otherwise than in accordance with its intended use, failure to follow the manufacturer's instructions, or following any alteration or repair carried out without our prior written approval.
- 31. If goods supplied to you are damaged in transit, are faulty or incomplete on arrival, you should notify us in writing via email within 7 working days of receipt of the goods and return goods to us in accordance with our returns policy. Once we have verified the fault, we will issue you with (at our discretion) a replacement or a full refund and reimburse your reasonable carriage costs. This does not affect your statutory rights
- 32. If goods supplied to you develop a defect while under warranty or you have any other complaint about the goods, you should notify us in writing via email, as soon as possible, but in any event within 7 days of the date you discovered or ought to have discovered the damage, defect or complaint.
- 33. If there is a discrepancy with goods supplied to you, you should notify us in writing via email within 7 days of receipt of the goods.

Liability:

- 34. Halo's sales of goods are covered by our public liability and Professional liability insurances.
- 35. Beyond these we will not entertain any claims for consequential losses arising from the purchase of any goods from Halo.

