

GENERAL TERMS

We require full payment before we commence dispatch, commence work or order goods. Any quotations are valid for 30 days from the date of the document and any sales orders received after the 30-day period will be subject to the prices current on the date the order is placed. You will be advised of any price difference when the order is received. No quotation or estimate given by us to you will be binding until such time as we accept an order for the goods.

A Stock Item is an item that is held in stock and does not have to be ordered in, made to order and/or finished to order. A Stock Item can be dispatched within 2 days if required.

The majority of our products are **Non-Stock Items** because they are **made and/or finished to order**. As they are not items that are in stock, we have to commission them for each individual order. Lead times for these items will vary from 4-6 weeks depending on the product and quantity. The member of staff processing the order will advise when the order is received.

A Bespoke Item is a design that is not in our usual product portfolio or is a modification to an existing product. **A Bespoke Item** is made exclusively to a customer's specification and therefore is non-returnable and non-refundable. Lead times for these items will be quoted on an order by order basis.

On placement of an order we will send you an Order Acknowledgement indicating that your order has been received. This will list the quantity and description of the items ordered and the payment total. Please let us know immediately if you need to change anything. Please note that in some cases lead times are between 4-6 weeks. You will later be advised by email of an estimated delivery date with your Order Confirmation. A dispatch tracking number can be provided upon request. All orders are expressly subject to our Terms and Conditions.

Goods remain the property of Hector Finch Lighting Ltd until paid for in full.

All orders are subject to availability.

Particular electrical requirements must be specified at the time an order is placed. There may be an additional charge for this service.

We reserve the right to refuse delivery to any individual or company.

We reserve the right to discontinue products and to change our prices. Please note that any changes to orders that require additional materials may incur an additional fee.

We reserve the right to change our Terms & Conditions from time to time and your continued use of the website or any part of it following such a change shall be deemed as acceptance of the new Terms. It is your responsibility to check regularly for any changes to these Terms.

VAT is payable on orders in the UK. Customers in the EEC must pay VAT unless a valid VAT number is provided.

Whilst every effort is made to check wiring on our goods, we cannot be held responsible for faults that occur after installation.

INTELLECTUAL PROPERTY & RIGHTS OF USE

All quotations, designs, drawings, plans and models remain our property and are copyright of Hector Finch Lighting Ltd. You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of this website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us or our licensors.

You acknowledge and agree that the material and content contained within this website is made available for your personal non-commercial use only and that you may (if necessary to make a purchase on this website), download such material and content onto a single computer hard drive for such purpose.

Any other use of the material and content of this website is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to), copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

We reserve the right to make changes to the product descriptions without prior notice.

Hector Finch Lighting Ltd will not be liable for any loss of content or material (uploaded or transmitted), through their website and accept no liability of any kind for any loss or damage from action taken based on the material contained therein. Hector Finch Lighting Ltd will take all reasonable precautions to protect the security of customer details and payment information, but cannot be held liable for any losses caused as a result of unauthorised access to information customers provide online.

ADDITIONAL TECHNICAL INFORMATION

Hanging fittings are supplied with a 0.5m length of chain as standard and a ceiling hook or canopy.

Fittings may vary in colour and texture from item to item or batch to batch.

All measurements are approximate and sizes may vary. Small adjustments to the designs seen on this website may be necessary from time to time.

Where necessary, wall mounted fittings for the USA are supplied with back plates to cover the standard US junction box. Hanging lights are supplied with the appropriate canopies.

Where we deliver goods to you and you are installing, rewiring or altering the goods you must use a qualified electrician for any such work. Where electrical goods are supplied for use outside the UK you are responsible for ensuring that the goods comply with any local regulations and specifications.

ONLINE DELIVERY POLICY

DELIVERIES:

- Deliveries will generally be made between 7am and 6pm Monday to Friday (excluding Bank Holidays). As the majority of our lights are made to order, we aim to deliver within 4-6 weeks from receipt of your payment.
- In the event of multiple items being ordered, we will not split your delivery unless previously discussed with you.
- We cannot guarantee delivery dates and times as these may be affected by circumstances out of our control. We will do our best to contact you if we are forewarned of delays.
- Delivery will be made to the address specified when the order is placed. We ship globally and can always provide shipping quotes for any destination.
- We are unable to accept responsibility for lost working time and recommend goods are ordered well in advance of any project start dates.

- If we are unable to gain access to the agreed delivery address we will return the goods to our warehouse and make contact with you to organise re-delivery. Unfortunately in these circumstances we may have to charge you an additional delivery fee.
- All goods must be signed for to confirm receipt. If you are unavailable at this time we recommend a responsible adult is available to sign on your behalf.

MAINLAND ONLINE DELIVERY CHARGES

Standard Delivery Charge: £15.00 (excluding VAT) per item for online orders

Larger items: £40.00 (excluding VAT) per item - this will be made clear upon checkout.

The delivery charges for all other products are based on the weight, size and quantities of the order placed. If your order exceeds the £50 limit for shipping you will be advised with a shipping quote at the next working day.

There is an additional charge for deliveries to GBR Islands.

Delivery Details:

- Heavy goods deliveries may require assistance to offload. Offers to assist the delivery are made at your own risk and should only be attempted if you are comfortable lifting the load. In the event you are unable to assist and the delivery is too heavy for the driver to safely deliver on their own., we will discuss this with you and will either re-arrange delivery for a later date where more assistance is available, or the delivery will be made to the nearest point of access that can be achieved by the driver.
- Delivery crews are not able to attempt delivery where damage to your home may result. Our delivery teams are unable to remove doors and windows.
- Hector Finch Lighting Ltd accepts no legal responsibility for any Personal Injury sustained assisting with deliveries; this is entirely at the Customer's own risk.

We carry the risk of loss or damage to the products until you sign for

them upon receipt. We therefore recommend that you inspect the product thoroughly at this time to ensure you are happy that the goods have not been damaged in transit and that all items are present. Any problems must be reported to us within 7 working days of receipt of the order. In the event of a problem please contact 01584 871600. If products are considered by you to be faulty or defective after the 7 day period has expired then please contact us for consideration of your query.

FORCE MAJEURE

Hector Finch Lighting Ltd is not responsible for any loss or damage whatsoever to the Customer which may be incurred directly or indirectly as a result of the operation of any factor beyond its reasonable control, including (but not limited to), act of God, legislation, war, failure or interruption of supplies or utilities, strike or other industrial action by workers.

OUR RETURNS POLICY

Should you wish to return an item for any reason you must notify Hector Finch Lighting Ltd in writing within 7 days of receipt of the goods. The customer is responsible for the cost and insurance of returning the items and they will remain your responsibility until received by Hector Finch Lighting Ltd. Goods must be returned unused and in perfect condition and will be considered received when Hector Finch Lighting Ltd issues a Receipt Acknowledgement.

Returned goods should be sent to arrive within 28 days of receipt to:

Returns,

Hector Finch Lighting Ltd
Easters Court, Mill Street
Leominster
Herefordshire HR6 0DE

*Refunds are for the purchase price only. Hector Finch Lighting Ltd.'s liability shall at no time exceed the price paid for the goods.

Stock Items may be cancelled at any time provided that the dispatch process has not been started. Once the item is out for dispatch the order cannot be cancelled.

Returns and cancellations of **Non-Stock Items** will incur a restocking fee of 25% of the goods total. The refund will be processed via the

method used for payment on the original order, once the goods have been received and checked at our warehouse and a Receipt Acknowledgement has been issued.

Orders for **Bespoke Items** may only be cancelled in writing before materials have been purchased and work has commenced, provided our sales team has been advised and this has been agreed. If we accept a cancellation then you agree to indemnify us in full against all costs (including the cost of all labour and materials used), damages, charges and expenses incurred by us as a result of the cancellation. Please note that **Bespoke Items** are non-returnable unless proven to be damaged or faulty.

All goods must be examined immediately upon delivery or signed for as Unchecked. In the event of damages please contact us by email on sales@hectorfinch.com or telephone 020 7731 8886 upon receipt. We will request photographic evidence of damage and packaging. Please be aware that failure to retain packaging in the event of damage may affect any subsequent claim.

Hector Finch Lighting Ltd accepts no responsibility for damages relating to (but not limited to), natural fading, discolouration, oxidation, humidity, prolonged exposure to sunlight or salt air or other unsuitable environmental conditions. In addition, we accept no responsibility for damage caused as a result of accidents, misuse, alteration, tampering, negligence, repairs made by the customer or fair wear and tear. Hector Finch Lighting Ltd is not liable for any consequential loss or damage occurring as a result of improper use or handling of the goods.

If you wish to view any of our lines before purchase, please visit our London Showroom.

REGISTERED OFFICE:

19 High Street
Persore
Worcestershire WR10 1AA

These Terms & Conditions shall be governed by and interpreted in accordance with English Law and you agree to submit to the exclusive jurisdiction of the English Courts. Nothing in these Terms affects your Statutory Rights under the Consumer Rights Act.

TERMS OF WEBSITE USE

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website www.hectorfinch.com (our site), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

Information about us www.hectorfinch.com is a site operated by Hector Finch Lighting Limited ("We"). We are registered in England and Wales under company number 04747926 and have our registered office at c/o Crowthers Chartered Accountants, The Courtyard, 19 High St, Pershore WR10 1AA. Our main trading address is Easters Court, Mill Street, Leominster, Herefordshire HR6 0DE. Our VAT number is 945600720

We are a limited company.

Intellectual property rights We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Reliance on information posted Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

Our site changes regularly We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

Our liability The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
 - loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;
 - loss of anticipated savings;
 - loss of data;
 - loss of goodwill;
 - wasted management or office time; and

for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

Information about you and your visits to our site We process information about you in accordance with our privacy policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

Transactions concluded through our site Contracts for the supply of goods formed through our site or as a result of visits made by you are governed by our terms and conditions of business.

Viruses, hacking and other offences You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

Linking to our site You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our acceptable use policy.

If you wish to make any use of material on our site other than that set out above, please address your request to marketing@hectorfinch.com

Links from our site Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Jurisdiction and applicable law The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Variations We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

Your concerns If you have any concerns about material which appears on our site, please contact marketing@hectorfinch.com

Thank you for visiting our site.