

Tigermoth Lighting Ltd. Terms and Conditions

This is the legal bit.

It is important that we all know where we stand and that's where these terms and conditions come in handy. Having said that, we are a human company and having satisfied clients is our number one priority. We will often go above and beyond to sort out any issues you have, so don't hesitate to get in touch.

Acceptance of terms.

By placing an order, you agree to be bound to these terms and conditions. Please read these terms and conditions every time you place an order – they are subject to change without notice.

Tigermoth Lighting reserves the right to refuse to process a transaction for any reason at our sole discretion.

Delivery.

We use named day delivery for our lights. This starts at £12.50 ex VAT. We also offer more precise time slots at slightly higher rates.

The exact delivery costs for each order are calculated on ordering, depending on the total weight of all the items you have ordered.

We will contact you shortly after you place your order to arrange a convenient date for delivery. Please make sure you are there to receive the delivery. If your plans change, call us – we'll see if we can reschedule for you.

Lead times.

We make every effort to adhere to our lead times but sometimes the unexpected does happen. Please do not book an electrician based on our delivery date – we cannot be held responsible if the delivery is delayed.

We make most items to order within 2 - 16 weeks. Custom items and large quantities may take longer. If you place an order for several items, they will usually be combined into one shipment and sent together - in this case, the longest lead time will apply. As ever, call us if you would like to make a different arrangement.

Prices.

All of the prices on our website and in our published price lists exclude VAT. Any quotes we provide will also exclude VAT. VAT at the current rate is added to all items, including delivery charges, on ordering.

We reserve the right to change our prices at any time without notice. Quotes will be prepared on request. These will be valid for 6 weeks from the date of issue.

Payment.

Payment can be made through our on-line shop, over the phone by credit or debit card, by cheque or by direct bank transfer.

For all orders under £2,500 (ex VAT) in value, payment in full is required to secure the order. Production cannot start until payment has been received.

For custom orders and all orders over £2,500 (ex VAT) in value, a deposit of 50% of the total amount is required to secure the order. Production cannot start until this deposit has been received. The second half of the payment is required before the order is despatched.

All prices are in GBP (British Pounds Sterling). Any orders placed by customers in the European Union will be converted from GBP to your currency by your credit card company. If you are buying from overseas, it is your responsibility to ensure that you have paid the correct taxes. All payments made by other methods must be in GBP (British Pounds Sterling).

A payment is not deemed to have been received until it appears as cleared funds in our account.

Orders will not be despatched until full payment has been received.

Export.

VAT on orders destined for outside the EU will only be zero-rated in the event that sufficient evidence is provided of their destination. In the event that evidence cannot be provided prior to shipping, VAT will be charged and then refunded at such point as evidence is provided.

Storage.

In the event that your project is delayed and you don't need your lights just yet, we can store them for you. We reserve the right to charge a storage fee for storing them for longer than 3 months after your planned delivery date.

Trade accounts.

Clients wishing to set up a trade account may be asked to provide credentials in the form of a trading website and / or printed company letterhead, proving that they are a lighting specifier. We welcome all applications but we reserve the right to decline. Our trade accounts entitle the holder to a trade discount. In order to benefit from the trade discount, the account holder must place the order themselves.

Returns for damaged goods.

Please check your packages within 48 hours of receipt, prior to installation, and notify us immediately if there is any damage. E-mail us at hello@tigermothlighting.com quoting your order number and explaining the problem. **We will replace any broken lights or broken parts for free.** If you do not notify us of any damage within 48 hours, you are deemed to have accepted the goods. Please take this into account when selecting a delivery date.

If your light is damaged after you receive it, it is your responsibility. We recommend that you keep it in its packaging in a safe place until it is due to be installed. If an accident does happen, for example you drop a crystal and break it, we will send you a replacement but we will have to charge you a nominal amount to cover our costs.

Changing your mind.

If you change your mind before we have despatched your order, you can call us or e-mail us to cancel your order. If you have paid a deposit, we reserve the right to charge a restocking fee up to the value of the deposit payment. If you have paid in full, you should receive a full refund.

If you change your mind once you have received your light, you can return it to us for a refund or exchange within 14 calendar days. All you will pay is the outward carriage cost. To arrange a return, e-mail us at hello@tigermothlighting.com quoting your order number, the reason for return, and whether you would like an exchange or refund. We will contact you to organise a courier pick-up.

This offer only applies to orders for standard light fittings totalling under £2,500 (ex VAT) in value. Orders of a value greater than £2,500 ex VAT, or custom orders, are subject to a 50% non-refundable deposit.

You must return your light to us undamaged, unassembled, in its original packaging and in saleable condition to qualify for this offer.

We cannot offer returns on custom-made items if you have changed your mind. Nor can we offer returns on pendant kits, or any other lighting accessories, ordered without an accompanying pendant light.

We cannot offer returns on "seconds" or "ex-display" lights.

If you adapt your light in any way (for example, if your electrician shortens the length of your flex), we cannot offer a return if you change your mind.

If you are buying from outside the UK, we are very sorry but we can't offer "changing your mind" returns at this point in time. Our "Returns for damaged goods" policy does still apply.

Custom light fittings.

Design drawings for custom work will not be supplied until a 50% deposit has been received. If the project is sufficiently complex that drawings are required before a firm quote can be reached, a one-off design fee (refundable against your eventual order), will be charged at our discretion. We will agree this fee with you in advance.

Custom quotations are valid for longer than our standard quotations - we will hold to these prices for 4 months.

All intellectual property rights associated with any custom or bespoke light fitting that we create for you will remain the sole property of Tigermoth Lighting Ltd. We reserve the right to include the design in a future collection and / or sell it to other customers.

Custom fittings take longer to create than items from our standard range. We will do our best to provide an estimated delivery date, but cannot be held responsible if the project is delayed. We will keep you updated on our progress throughout the project.

Electrical installation.

Our lights are designed to work in the UK and Europe and are tested to European safety standards.

Alterations to the electrical parts of a light (such as shortening the flex) supersede the electrical testing that we have carried out. This is common practice in the lighting industry and it's why we recommend that you use a qualified electrician to install our products.

Intellectual property.

Our designs are the lifeblood of our business and we will defend our intellectual property vigorously. The rights to the designs of our lights are owned by Tigermoth Lighting Ltd. The content, layout and overall appearance of this site and any other publications are copyright of Tigermoth Lighting Ltd. The Tigermoth Lighting moth logo is our trademark.

Disputes.

In the unlikely event that there is a dispute that cannot be settled by direct negotiation, it may be referred to mediation if agreed by both parties. In that event, the mediation will be conducted in accordance with the Centre for Effective Dispute Resolution mediation rules current at the date of the dispute. Any dispute will be finally determined by the English courts.

General.

Severance: If any provision in these terms is held by a court to be unenforceable, that will not affect the remaining provisions of the terms.

Entire agreement: These terms govern our relationship with you and in accepting them, you confirm that no other arrangement, agreement or representation applies.

Assignment: We reserve the right to assign any of our rights or obligations under the contract with you to a third party on the basis that the existing contractual terms will become the responsibility of that third party. You will not assign your rights without first getting our written consent.

Warranties and liability.

We warrant to you that the goods ordered by you will meet the descriptions as shown on our website (or other written materials).

If any defects in any of your lights appear within 6 months of delivery, you must notify us as soon as you become aware of the defect, giving us full details. We will then decide, in consultation with you, whether the defect is our responsibility. If so, we may arrange either to repair or to replace them. Any defective goods to be returned to us must be returned at your expense.

We do not accept any responsibility for any wear and tear, accidental damage or failure by you or by any third party to adhere to a written recommendation provided in relation to the goods.

Liability to you for loss or damage under no circumstances must exceed in the total amount you have paid us for those goods.

Force majeure.

We will not have any liability to you if we are prevented from performing any of our obligations on account of any circumstances beyond our reasonable control which includes, but is not limited to, extreme weather conditions, act of God, terrorism, war, strike or difficulty in obtaining materials and / or labour. In any of these circumstances we reserve the right to terminate the contract.

About us.

Tigermoth Lighting Ltd is registered in England and Wales. Registered Office: Chandlers House, The Wharf, Pangbourne, Berkshire RG8 7DS, United Kingdom
Registered Company number 6649840 VAT number 942411643.

Customer default.

If you:

- Give us any incorrect personal information
- Fail to make any payment when it is due
- Cancel any payment
- Become insolvent
- Commit any breach of these terms

Then, in any of those events, we have the right to cancel the contract and recover possession of any goods which have been supplied for which payment has not been received in full. Tigermoth Lighting Ltd. retains the title of all goods until payment has been received in full.

We will exercise our statutory right to claim interest (at 8 per cent over the Bank of England base rate) and compensation for debt recovery costs under the Late Payment legislation if we are not paid according to our agreed credit terms.

Governing law.

These terms and conditions are governed by English law.