
KAZZAR LIGHTING LTD TERMS AND CONDITIONS

BACKGROUND

By accessing our website and/or placing an order, you agree to comply with and be bound by these Terms and Conditions. Most areas of our website are accessible without registering your details, but certain features or purchases may require registration. These Terms and Conditions may be revised at any time, so we recommend reviewing them regularly. If you do not agree with these Terms and Conditions, you must stop using our website immediately. These Terms and Conditions do not affect your statutory rights.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires:

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| "Business Day" | Any day other than a Saturday, Sunday, or public holiday. |
| "Contract" | The agreement for the purchase and sale of Goods as detailed in Clause 3. |
| "Goods" | Products supplied by us as specified in your order and confirmed in our Order Acceptance. |
| "Price" | The amount payable for the Goods. |
| "Order" | Your request to purchase Goods from us. |
| "Order Confirmation" | Our acceptance of your Order in writing. |
| "We/Us/Our" | KAZZAR LIGHTING LTD. |
| "Bespoke Goods" | Products custom-made or altered to your specifications. |

2. Information About Us

KAZZAR LIGHTING LTD

Registered in England (Company No. 12510545)

VAT No: GB 375 5468 58

Address: Temple House, 1 Regatta Place, Marlow Road, Bourne End, Buckinghamshire, SL8 5TD

Email: sales@kazzar.net

Telephone: 020 8090 1413

3. The Contract

- 3.1. These Terms and Conditions govern the sale of Goods by us and form the basis of the Contract between you and us.
- 3.2. Your Order constitutes a contractual offer. An Order Confirmation will indicate acceptance.
- 3.3. We will ensure that all necessary information, such as characteristics of the Goods, pricing, and delivery arrangements, is provided before the Contract is finalised.

4. Description and Specification of Goods

- 4.1. We strive to ensure all Goods conform to descriptions on our website. However, minor discrepancies may occur.
- 4.2. Bespoke Goods are created based on your specifications. You must ensure all information provided is accurate. Returns for Bespoke Goods are limited to statutory rights.

5. Orders

- 5.1. You may change or cancel your Order before dispatch, except for Bespoke Goods, unless production has not commenced.
- 5.2. We reserve the right to refuse or cancel Orders under specific circumstances, such as unavailability of Goods or failure to meet payment criteria.
- 5.3. If we cancel your order refunds for the cancellation will be processed within five Business Days.

6. Price and Payment

- 6.1. Prices displayed include VAT and are accurate at the time of publication. Any discrepancies will be communicated before processing your Order.
- 6.2. Payment must be made in full before Goods are dispatched.
- 6.3. Delivery charges are calculated based on the value and location of the Order.

7. Delivery

- 7.1. Delivery is limited to the United Kingdom.
- 7.2. We will provide an estimated delivery date in the Order Confirmation. Delays may occur due to circumstances beyond our control.
- 7.3. Ownership of Goods transfers to you upon full payment and delivery.
- 7.4. We are not liable for costs arising from delayed or incorrect deliveries. Ensure Goods are in your possession and verified before scheduling installation services.

8. Faulty, Damaged, or Incorrect Goods

- 8.1. Goods must comply with the Consumer Rights Act 2015. You have a 30-day right to reject faulty Goods for a full refund.
- 8.2. Claims for damages or shortages must be made within 48 hours of receipt. Photographic evidence may be required.
- 8.3. We will replace, repair, or refund defective Goods in compliance with legal requirements.

9. Returns and Refunds

- 9.1. Non-Bespoke Goods can be returned within 14 days of delivery for a refund or replacement, subject to a 25% restocking fee and return shipping costs.
- 9.2. Goods must be returned in their original, unopened condition with proof of purchase.

10. Guarantees

- 10.1. Goods are guaranteed for 12 months unless otherwise stated.
- 10.2. The guarantee does not cover normal wear and tear, misuse, or unauthorised modifications.

11. Liability

- 11.1. Our liability is limited to the value of the Goods. We are not liable for indirect or consequential losses.
- 11.2. Nothing in these Terms limits liability for death, personal injury, or fraud.
- 11.3. Goods are supplied for domestic use. We are not liable for commercial misuse or loss of business opportunities.

12. Events Outside Our Control (Force Majeure)

- 12.1. We are not liable for delays caused by events beyond our control, such as natural disasters, strikes, or technical failures.
- 12.2. Contracts may be cancelled if such events persist beyond 30 days, with refunds provided for undelivered Goods.

13. Complaints and Feedback

13.1. Complaints must be submitted in writing. We will respond within five Business Days.

14. Viruses, Malware and Security

- 14.1. We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware.
- 14.2. You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
- 14.3. You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- 14.4. You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- 14.5. You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 14.6. By breaching you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

15. Cookies and Data Protection

- 15.1. We use cookies to enhance website functionality. Details on managing cookies can be found in our Privacy Policy.
- 15.2. Personal data is handled in compliance with UK GDPR and the Data Protection Act 2018.

16. Links to other sites

- 16.1. Links to other sites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third-party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

17. Data Protection

- 17.1. All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.
- 17.2. We may use your personal information to:
 - 17.2.1. Provide Our Goods and services to you;
 - 17.2.2. Process your payment for the Goods; and
 - 17.2.3. Inform you of new products and services available from Us. You may request that We stop sending you this information at any time.
- 17.3. For security reasons, none of your financial details are stored on our systems once your payment has been processed.
- 17.4. In certain circumstances (if, for example, you wish to purchase Goods on credit), and with your consent, We may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.
- 17.5. We will not pass on your personal information to any other third parties apart from our couriers who will require your name, address and contact details in order to deliver your goods.

18. Other Important Terms

- 18.1. We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.
- 18.2. You may not transfer (assign) the benefit of the guarantee in Clause 9 to any person who purchases the Goods from you after you have completed purchasing the Goods from Us without Our express written permission.
- 18.3. You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 18.4. The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions. If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 18.5. No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

19. Governing Law and Jurisdiction

- 19.1. These Terms and Conditions are governed by the laws of England and Wales.
- 19.2. Disputes will be resolved under the jurisdiction of the courts of England and Wales.

20. Updates and Revisions

- 20.1. We reserve the right to revise these Terms at any time. The latest version will always be available on our website.

If you have any questions or concerns, please contact us at sales@kazzar.net or 020 8090 1413 / 01628 533103.