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## TERMS AND CONDITIONS

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### BACKGROUND:

This agreement applies as between you, the User of this Web Site and Constellation Lighting, the owner(s) of this Web Site. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the Web Site. If you do not agree to be bound by these Terms and Conditions, you should stop using the Web Site immediately.

No part of this Web Site is intended to constitute a contractual offer capable of acceptance. Your order constitutes a contractual offer and our acceptance of that offer is deemed to occur upon our sending a dispatch email to you indicating that your order has been fulfilled and is on its way to you.

### 1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

<b>“Account”</b>	means collectively the personal information, Payment Information and credentials used by Users to access Paid Content and / or any communications System on the Web Site;
<b>“Carrier”</b>	means any third party responsible for transporting purchased Goods from our Premises to customers;
<b>“Content”</b>	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;
<b>“Goods”</b>	means any products that Constellation Lighting advertises and / or makes available for sale through this Web Site;
<b>“Service”</b>	means collectively any online facilities, tools, services or information that Constellation Lighting makes available through the Web Site either now or in the future;
<b>“Payment Information”</b>	means any details required for the purchase of Goods from this Web Site. This includes, but is not limited to, credit / debit card numbers, bank account numbers and sort codes;
<b>“Purchase Information”</b>	means collectively any orders, invoices, dispatch notes, receipts or similar that may be in hard copy or electronic form;
<b>“Premises”</b>	Means our place(s) of business located at

Constellation Lighting Ltd  
Unit 1 Holbrook Rise  
Holbrook Industrial Estate  
Halfway  
Sheffield  
S20 3FG

- “System”** means any online communications infrastructure that Constellation Lighting makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
- “User” / “Users”** means any third party that accesses the Web Site and is not employed by Constellation Lighting and acting in the course of their employment; and
- “Web Site”** means the website that you are currently using (<http://www.constellationlighting.com>) and any sub-domains of this site.

1.1 following rules:

## 2. **Delivery**

- 2.1 Constellation Lighting will notify you by way of email when your goods are to be dispatched to you. The message will contain details of estimated delivery times in addition to any reasons for a delay in the delivery of the Goods purchased by you.
- 2.2 If Constellation Lighting receives no communication from you, within 7 days of delivery, regarding any problems with the Goods, you are deemed to have received the Goods in full working order and with no problems.

## 3. **Returns Policy**

Constellation Lighting aims to always provide high quality Goods that are fault free and undamaged. On occasion however, goods may need to be returned. Returns are governed by these Terms and Conditions.

- 3.1 If you receive Goods which do not match those that you ordered, unless accompanied by an explanatory note detailing the changes, stating reasons for the changes and setting out your options, you should contact us within 10 days to arrange collection and return. Constellation Lighting is not responsible for paying shipment costs. You will be given the option to have the Goods replaced with those ordered (if available) or to be refunded through the payment method used by you when purchasing the Goods. Refunds and replacements will be issued upon our receipt of the returned Goods.
- 3.2 If any Goods you have purchased have faults when they are delivered to you, you should contact Constellation Lighting within 28 days to arrange collection and return. Constellation Lighting is responsible for paying shipment costs. Goods must be returned in their original condition with all packaging and documentation. Upon receipt of the returned Goods, the price of the Goods, as paid by you, will be refunded to you through the payment method used by

you when purchasing the Goods.

- 3.3 If any Goods develop faults within their warranty period, you are entitled to a repair or replacement under the terms of that warranty.
- 3.4 If Goods are damaged in transit and the damage is apparent on delivery, you should sign the delivery note to the effect that the goods have been damaged. In any event, you should report such damage to Constellation Lighting within 10 days and arrange collection and return. Constellation Lighting is responsible for paying shipment costs. Upon receipt of the returned Goods, the price of the Goods, as paid by you, will be refunded to you through the payment method used by you when purchasing the Goods.
- 3.5 You have a statutory right to a “cooling off” period. This period begins once your order is complete and ends 7 days after the Goods have been delivered. If you change your mind about the goods within this period, please return them to Constellation Lighting within 7 days of receipt. Goods can only be returned for this reason if their packaging remains unopened and the Goods can be re-sold, as new, without any additional work on the part of Constellation Lighting. You are responsible for paying shipment costs if Goods are returned for this reason.
- 3.6 If you wish to return Goods to Constellation Lighting for any of the above reasons, please contact us using the details on <http://www.constellationlighting.com/web/page351.asp> to make the appropriate arrangements.
- 3.7 Constellation Lighting reserves the right to exercise discretion with respect to any returns under these Terms and Conditions. Factors which may be taken into account in the exercise of this discretion include, but are not limited to:
  - 3.7.1 Any use or enjoyment that you may have already had out of the Goods;
  - 3.7.2 Any characteristics of the Goods which may cause them to deteriorate or expire rapidly;
  - 3.7.3 The fact that the Goods consist of audio or video recordings or computer software and that the packaging has been opened;
  - 3.7.4 Any discounts that may have formed part of the purchase price of the Goods to reflect any lack of quality made known to the Customer at the time of purchase.

Such discretion to be exercised only within the confines of the law.

#### 4. **Privacy**

Use of the Web Site is also governed by [Privacy Policy](#) which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, please click on the link above.

#### 5. **Changes to the Service and these Terms and Conditions**

Constellation Lighting reserves the right to change the Web Site, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Web Site following the changes. If Constellation Lighting is required to make any changes to Terms and Conditions relating to sale of Goods by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.