
WISHBONE EXTERIOR LIGHTING
SERVICE TERMS AND CONDITIONS FOR CONSUMERS

BACKGROUND:

These Terms and Conditions are the standard consumer terms for the provision of services by Wishbone Exterior Lighting Limited trading as Wishbone Exterior Lighting, a private company registered in England under number 075932553 whose registered address is 2nd floor, Unicorn House, Station Close, Potters Bar Hertfordshire EN6 1TL and whose main trading address is 120 Bunns Lane, Mill Hill, London NW7 2AB.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means any day other than a Saturday, Sunday or bank holiday;
“Calendar Day”	means any day of the year;
“Contract”	means the contract for the provision of Services, as explained in Clause 3;
“Deposit”	means an advance payment made to Us under sub-Clause 5.5;
“Commercial Unit”	means a delivery of Goods, the character and/or value of which would be materially impaired if divided;
“Customer”	means You, Your, the natural person who is the Consumer contracting for the Goods and/or Services;
“Goods”	means the goods which are to be supplied by Us to You as specified in Your Order (and confirmed in Our Order Confirmation);
“Month”	means a calendar month;
“Order”	means the Suppliers quotation form which both the Customer and Supplier can accept (“Order Confirmation”) or reject, and which once accepted by the Supplier forms the Contract;
“Ordering Procedure”	means the procedure detailed in clause 4;
“Services”	means the Services to be provided to the Customer as set out in the accepted Order; and
“Supplier”	means Us, We and those authorised by or on behalf of the Us are exclusively the Directors thereof unless a named employee is otherwise expressly authorised by the Us to the Customer in writing.

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by email, fax or other means.

2. Information About Us

2.1 Wishbone Exterior Lighting Limited trading as Wishbone Exterior Lighting is a private limited company as described above;

2.2 Details of our official memberships and certifications can be viewed here www.wishboneexteriorlighting.co.uk/about-us

3. The Contract

3.1 These Terms and Conditions govern the sale and provision of Good and/or Services by Us and together with any accepted Order will form the basis of the Contract between Us and You. Before submitting an Order, please ensure that You have read these Terms and Conditions carefully. If You are unsure about any part of these Terms and Conditions, please ask Us for clarification.

3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents (promotional material) constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept (“Order Confirmation”).

3.3 A legally binding contract between Us and You will be created upon our acceptance of Your Order, indicated by Our

Order Confirmation. An Order Confirmation will be provided in writing. For stand-alone Goods without Services acceptance is deemed once we process Your Order and You pay for the Goods.

- 3.4** We shall ensure that the following information is given or made available to You prior to the formation of the Contract between Us and You, save for where such information is already apparent from the context of the transaction:
- 3.4.1 The main characteristics of the Goods and/or Services;
 - 3.4.2 Our identity (set out above in Clause 2) and contact details (as set out below in Clause 16);
 - 3.4.3 The total Price for the Goods and/or Services including taxes or, if the nature of the Goods and/or Services is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
 - 3.4.4 Where applicable all additional delivery charges or, where such charges cannot be calculated in advance the manner in which they will be calculated;
 - 3.4.5 The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Services and/or deliver the Goods (or if they are to be collected);
 - 3.4.6 Where applicable, details of after-sales services and commercial guarantees;
 - 3.4.7 The duration of the Contract, where applicable, or if the Contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Contract;
 - 3.4.8 For the provision of Services only, the provisions of clause 4.4 below apply;
 - 3.4.9 Our complaints handling policy will be made available on request or otherwise on receipt of any complaint;

4. Orders

- 4.1** All Orders for Goods and/or Services made by You will be subject to these Terms and Conditions.
- 4.2** You may request to change Your Order at any time before We begin providing the Goods and/or Services by contacting Us.
- 4.3** If Your Order is changed and if we accept the change(s) which is at our discretion, We will inform You of any change to the Price in writing.
- 4.4** You agree that if the quotation does not lead to an accepted Order and a contract is not thereby formed (Services) then You may have to pay to Us a fee for the time design and quote. The fee will be from £300 plus vat to £600 plus vat depending on the size of the request (default fee) and We will advise You of the amount before commencing the work for the quotation. You are deemed to accept this fee by consenting to Us undertaking the work for the quotation. At Our discretion the sum will be paid upfront and held either for the default fee or on account of the Contract Price if the Order is accepted.
- 4.5** Quotations are only valid to the addressee and for a maximum period of 20 business days from the date of issue; We can withdraw or vary the quotation at any time for any reason prior to the Order being accepted; any variations must be in writing and attached to the quotation and signed or initialled by both Us and You;
- 4.6** If You wish to order Goods and/or Services from Us, You shall complete and return Our quotation form (or order for stand-alone Goods); We then have a period of 7 business days to accept the Order or reject it; unless otherwise agreed in writing the Order will lapse thereafter if not accepted; during this period of 7 business days;
- 4.7** Acceptance of the Order shall be made by Us to You in writing (Order Confirmation) on or before the expiration of the 7 business days and upon acceptance a binding contract is made;
- 4.8** You may cancel Your Order within 7 Business Days of placing it. If You have already made any payments to Us under Clause 5 (including, but not limited to the Deposit), subject to sub-Clause 5.6, the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of Your cancellation. If You request that Your Order be cancelled, You must confirm this in writing. If You wish to cancel the Services after this time period, or once We have begun providing the Services, please refer to Clause 7.4.
- 4.9** We may cancel Your Order at any time before We begin providing the Services due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform You as soon as is reasonably possible. If You have made any payments to Us under Clause 5 (including, but not limited to the Deposit), the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of Us informing You of the cancellation. Cancellations will be confirmed in writing. Where we cancel there will not be a default fee as set out in clause 4.4.

5. Price and Payment

- 5.1 The Price of the Goods and/or Services will be that shown in Our quotation or for stand-alone goods any price list we may have in place at the time of Your Order. If the Price shown in Your Order differs from Our current Price We will inform You upon receipt of Your Order.
- 5.2 If We quote a Special Price which is different to the Price shown in Our current price list or quotation, the Special Price will be valid for 14 business days or, if the Special Price is part of an offered special offer, for the period shown in the offer. Orders placed during this period will be accepted at the Special Price even if We do not accept the Order until after the period has expired.
- 5.3 Our Prices may change at any time, but these changes will not affect Orders that We have already accepted.
- 5.4 All Prices include VAT. If the rate of VAT changes between the date of Your Order and the date of Your payment, We will adjust the rate of VAT that You must pay. Changes in VAT will not affect any Prices where We have already received payment in full, from You.
- 5.5 Before We begin providing the Services, at Our discretion, You will be required to pay a Deposit of 50% of the total Price for Services and/or Goods. For stand-alone Goods it is full payment in advance.
- 5.6 In certain circumstances, if Your Order is cancelled, Your Deposit will be refunded in full or in part. The amount due will be calculated based upon the Price for the Services, Our quotation, and the amount of work (if any) already undertaken by Us less the Default Fee. Please refer to sub-Clauses 4.4 and 4.8 and 4.9 if Your Order is cancelled before the Services begin, or to Clause 7 if the Services are cancelled after they have begun.
- 5.7 The balance of the Price will be payable once We have completed the Services and for Goods payable in advance and in any event before delivery or collection save where we have agreed in writing some other time frame. We will issue an invoice for the Services payable within 7 Business Days' of completion of the works time being of the essence; (Where we have agreed credit terms in writing those shall apply, time being of the essence for Your performance of the payment terms)
- 5.8 We accept the following methods of payment:
- 5.8.1 Paypal
 - 5.8.2 Bank transfer;
 - 5.8.3 Cash up to but not exceeding £500.00;
- 5.9 If You do not make payment to Us by the due date We may charge You interest on the overdue sum at the rate of 4% per annum above the base lending rate of the Bank of England from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.
- 5.10 The provisions of sub-Clause 5.9 will not apply if You have promptly contacted Us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.
- 5.11 All intellectual property rights in the Goods, Services and promotional materials belongs to Us notwithstanding payment, delivery or passing of risk.

6. Providing the Services

- 6.1 As required by law, We will provide the Services with reasonable skill and care, consistent with best practices and standards in the sector, and in accordance with any information provided by Us about the Services and about Us.
- 6.2 We will begin providing the Services on the date agreed between us in writing .
- 6.3 We will continue providing the Services for such period as we have agreed;
- 6.4 We will make every reasonable effort to complete the Services on time (and in accordance with the accepted Order). We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please see Clause 13 for events outside of Our control.
- 6.5 If We require any information or action from You in order to give a quotation and/or provide the Services, We will inform You of this as soon as is reasonably possible.
- 6.6 If the information or action required of You under sub-Clause 6.5 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or action on Your part, We may charge You a reasonable additional sum for that work.
- 6.7 In certain circumstances, for example where there is a delay in You sending Us information or taking action required under sub-Clause 6.5, We may suspend the Services (and will inform You of that suspension in writing).

- 6.8 In certain circumstances, for example where We encounter a technical problem, We may need to suspend the Services in order to resolve the issue. Unless the issue is an emergency and requires immediate attention We will inform You in advance in writing before suspending the Services.
- 6.9 If the Services are suspended under sub-Clauses 6.7 or 6.8, You will not be required to pay for them during the period of suspension. You must, however, pay any invoices that You have already received from Us by their due date(s).
- 6.10 If You do not pay Us for the Services as required by Clause 5, We may suspend the Services until You have paid all outstanding sums due. If this happens, We will inform You in writing. This does not affect Our right to charge You interest under sub-Clause 5.9.

7. Problems with the Services and Your Legal Rights

- 7.1 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services We request that You inform Us as soon as is reasonably possible.
- 7.2 We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical.
- 7.3 We will not charge You for remedying problems under this Clause 7 where the problems have been caused by Us, any of our agents or employees or sub-contractors or where nobody is at fault. If We determine that a problem has been caused by incorrect or incomplete information or action provided or taken by You, sub-Clause 6.6 will apply, and We may charge You for remedial work.
- 7.4 As a consumer, You have certain legal rights with respect to the purchase of services. For full details of Your legal rights and guidance on exercising them, it is recommended that You contact Your local Citizens Advice Bureau or Trading Standards Office. If We do not perform the Services with reasonable skill and care, You have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You, You have the right to a reduction in price. If the Services are not performed in line with information that We have provided about them, You also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You (or if Our breach concerns information about Us that does not relate to the performance of the Services), You have the right to a reduction in price. If for any reason We are required to repeat the Services in accordance with Your legal rights, We will not charge You for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full Price and, where You have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that You are entitled to the refund) and made via the same payment method originally used by You unless You request an alternative method. In addition to Your legal rights relating directly to the Services, You also have remedies if We use materials that are faulty or incorrectly described.

8. Delivery of Goods

- 8.1 Please note that delivery is currently only possible within the United Kingdom; we do not deliver except for Goods sold as part of our supply and install contracts;
- 8.2 When We provide You with an Order Confirmation (see clause 3.3), We will provide an estimated delivery date. Please note that estimated delivery dates may vary according to the availability of Goods, Your location, and circumstances beyond Our control. Unless agreed otherwise, the Goods will be delivered without undue delay and in any case no later than 30 Calendar Days after the date on which the Contract is formed.
- 8.3 If You indicate in Your Order that You wish to collect the Goods from Us Yourself You may do so from our trading premises after receiving Our Order Confirmation, during Our business hours of 9:30am to 17:00 Monday to Friday excluding public and bank holidays or at such other time or place as we may agree to in writing;
- 8.4 Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address indicated in Your Order and You (or someone identified by You) have taken physical possession of the Goods or, if You are collecting the Goods from Us Yourself, when You have collected the Goods.
- 8.5 If for any reason We are unable to deliver the Goods at Your chosen delivery address, We will leave a note informing You that the Goods have been returned to Our premises, requesting that You contact Us to arrange re-delivery.
- 8.6 The responsibility (sometimes referred to as the "risk") for the Goods remains with Us until delivery is complete as defined in sub-Clause 8.4 at which point it will pass to You. Please note, however, that if You do not wish to collect the Goods and do not wish to use Our nominated carrier to deliver them, instead choosing Your own carrier, the risk in the Goods will pass to You as soon as they are passed to Your chosen carrier.
- 8.7 You own the Goods once We have received payment in full for them.

- 8.8** Please note carefully the following:
- 8.8.1 If We refuse to deliver the Goods, You may treat the Contract as being at an end and We will reimburse You without undue delay.
 - 8.8.2 If delivery of the Goods within the agreed time period or at the agreed time was essential (taking into account the relevant circumstances at the time the Contract was formed) and We fail to deliver, You may treat the Contract as being at an end and We will reimburse You without undue delay.
 - 8.8.3 If You have told Us that delivery within the agreed time period or at the agreed time was essential and We fail to deliver, You may treat the Contract as being at an end and We will reimburse You without undue delay.
- 8.9** If any of the events in sub-Clause 8.8 occur You may, instead of treating the Contract as being at an end, specify a new delivery time or time period. If We continue to fail to deliver the Goods, You may treat the Contract as being at an end and We will reimburse You without undue delay.
- 8.10** If, despite the events in sub-Clause 8.8 and 8.9, You choose not to treat the Contract as being at an end, Your right to cancel Your Order or to reject the Goods will be unaffected. If You do so, We will reimburse You without undue delay.
- 8.11** If the Goods form a Commercial Unit, You may only reject or cancel all of the Goods, not a portion of them.

9. Faulty, Damaged or Incorrect Goods

- 9.1** By law, We must provide goods that are of satisfactory quality, fit for purpose, as described at the time of purchase, in accordance with any pre-contract information We have provided, and that match any samples or models that You have seen or examined (unless We have made You aware of any differences). If any digital content is included in the Goods, that digital content must also conform. If any Goods You have purchased do not comply and, for example, have faults or are damaged when You receive them, or if You receive incorrect Goods, please contact Us as soon as reasonably possible to inform Us of the fault, damage or error, and to arrange for a refund, repair or replacement.
- 9.2** Beginning on the day that You receive the Goods (and ownership of them) You have a 30 Calendar Day right to reject the Goods and to receive a full refund if they do not conform as stated above. Alternatively, You may request a repair of the Goods or a replacement. We will bear any associated costs and will carry out the repair or replacement within a reasonable time and without significant inconvenience to You. In certain circumstances, where a repair or replacement is impossible or otherwise disproportionate, We may instead offer You a full refund. If You request a repair or replacement during the 30 Calendar Day rejection period, that period will be suspended while We carry out the repair or replacement and will resume on the day that You receive the replacement or repaired Goods. If less than 7 Calendar Days remain out of the original period, it will be extended to 7 Calendar Days. If, after a repair or replacement, the Goods still do not conform (or if We cannot do so as previously described or have failed to act within a reasonable time or without significant inconvenience to You), You may have the right either to keep the Goods at a reduced price, or to reject them in exchange for a refund. If You exercise the final right to reject the goods more than six months after You have received the Goods (and ownership of them), We may reduce any refund to reflect the use that You have had out of the Goods.
- 9.3** Please note that You will not be eligible to claim under this Clause 9 if We informed You of any faults, damage or other problems with the Goods before Your purchase of them; if You have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from Your use of the Goods for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage. Please also note that You may not return Goods to Us under this Clause 9 merely because You have changed Your mind. Please refer to Clause 10 for details of what to do if You change Your mind.
- 9.4** To return Goods to Us for any reason under this Clause 9, You may do so in person during at our trading address. Our business hours are 09:30am to 17:00 Monday to Friday excluding public or bank holidays or You may return them to Us by post or another suitable delivery choice. We will be fully responsible for the costs of returning Goods under this Clause 9 and will reimburse You where appropriate.
- 9.5** Refunds (whether full or partial, including reductions in price) under this Clause 9 will be issued within 14 Calendar Days of the day on which We agree that You are entitled to the refund.
- 9.6** Any and all refunds issued under this Clause 9 will include all delivery costs paid by You when the Goods were originally purchased.
- 9.7** For full details of Your rights and remedies as a consumer, please contact Your local Citizens Advice Bureau or Trading Standards Office.

10. Returning Goods If You Change Your Mind

- 10.1** If You are not satisfied with any Goods purchased from Us You have the right to return them in exchange for a refund or a replacement, subject to the provisions of this Clause 10. This Clause 10 does not apply to Goods that are

not in compliance with the Contract and Your legal rights. For such Goods, please refer to Clause 9.

- 10.2 If You wish to return Goods to Us under this Clause 10 You must do so within 7 business days of taking delivery (or collecting them from Us), telling Us why You wish to return the Goods.
- 10.3 All Goods must be returned to Us under this Clause 10 in their original condition in their original, un-opened packaging, accompanied by proof of purchase.
- 10.4 You may return Goods to Us in person at our trading address during Our business hours of 09:00am to 17:00 Monday to Friday excluding public or bank holidays or You may return them by post or another suitable delivery service of Your choice. You are solely responsible for the cost of returning Goods to Us under this Clause 10.
- 10.5 You may request that We collect the Goods from You. Please ensure that the Goods are ready for collection at the agreed time and location. You are solely responsible for the cost to Us of collecting the Goods under this Clause 10 payable in advance.
- 10.6 Refunds or replacements will be issued to You immediately if You return Goods to Us in person or within 14 business days of Our receipt of the Goods if You return Goods to Us by post or similar delivery service or if We collect the Goods from You.

11. Guarantee

- 11.1 The Goods are provided with a manufacturer's guarantee. For further details and terms please refer to the manufacturer's guarantee documentation supplied with the Goods.
- 11.2 The manufacturer's guarantee exists in addition to Your legal rights as a consumer. More information on Your rights as a consumer can be obtained from Your local Citizens Advice Bureau or Trading Standards Office.

12. Our Liability

- 12.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 12.2 We only supply the Goods and/or Services to You for domestic and private use. We make no warranty or representation that the Goods and/or Services are fit for commercial, business or industrial use of any kind (including resale). By making Your Order, You agree that You will not use the Goods for such purposes or sub contract the Services. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 12.3 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 12.4 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

13. Events Outside of Our Control (Force Majeure)

- 13.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 13.2 If any event described under this Clause 13 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
 - 13.2.1 We will inform You as soon as is reasonably possible;
 - 13.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
 - 13.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;
 - 13.2.4 If an event outside of Our control occurs and You wish to cancel the Contract, You may do so in accordance with Your right to Cancel under sub-Clause 8.3.3. Any refunds due to You as a result of that cancellation will be paid to You as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of Your cancellation notice;

- 13.2.5 If the event outside of Our control continues for more than 4 weeks, We will cancel the Contract in accordance with Our right to cancel under sub-Clause 4.5 and inform You of the cancellation. Any refunds due to You as a result of that cancellation will be paid to You as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice.

14. Cancellation

- 14.1 If You wish to cancel Your Order for the Services before the Services begin, You may do so under sub-Clause 4.8 and sub-Clause 4.4 will also apply.
- 14.2 Once We have begun providing the Services, You are free to cancel the Services and the Contract at any time by giving Us 1 full calendar months notice ending on the last day of a month by written notice. If You have made any payment to Us for any Services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of Your cancellation. If We have provided Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 5.
- 14.3 If any of the following occur, You may cancel the Services and the Contract immediately by giving Us written notice. If You have made any payment to Us for any Services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of Your cancellation. If We have provided Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 5. If You cancel because of Our breach under sub-Clause 13.2.4, You will not be required to make any payments to Us. You will not be required to give 1 calendar months notice in these circumstances:
- 14.3.1 We have breached the Contract in any material way and have failed to remedy that breach within 14 business days of You asking Us to do so in writing; or
 - 14.3.2 We enter into liquidation or have an administrator or receiver appointed over Our assets; or
 - 14.3.3 We are unable to provide the Services due to an event outside of Our control (as under sub-Clause 13.2.4);
- 14.4 We may cancel Your Order for the Services before the Services begin under sub-Clause 4.9.
- 14.5 Once We have begun providing the Services, We may cancel the Services and the Contract at any time by giving You 1 calendar months written notice. If You have made any payment to Us for any Services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If We have provided Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 5.
- 14.6 If any of the following occur, We may cancel the Services and the Contract immediately by giving You written notice. If You have made any payment to Us for any Services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If We have provided Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 5. We will not be required to give 1 calendar months' notice in these circumstances:
- 14.6.1 You fail to make a payment on time as required under Clause 5 (this does not affect our right to charge interest on overdue sums under sub-Clause 5.9); or
 - 14.6.2 You have breached the Contract in any material way and have failed to remedy that breach within 14 business days of Us asking You to do so in writing; or
 - 14.6.3 We are unable to provide the Services due to an event outside of Our control for a period longer than that in sub-Clause 13.2.5).
- 14.7 For the purposes of this Clause 14 (and in particular, sub-Clauses 14.3.1 and 14.6.2) a breach of the Contract will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party (i.e. You under sub-Clause 14.3.1 and Us under sub-Clause 14.6.2). In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

15. Communication and Contact Details

- 15.1 If You wish to contact Us, You may do so by telephone at 020 3114 2129 or by email at info@wishboneexteriorlighting.co.uk.
- 15.2 In certain circumstances You must contact Us in writing (when cancelling an Order, for example, or exercising Your right to cancel the Services). When contacting Us in writing You may use the following methods:
- 15.2.1 Contact Us by email at info@wishboneexteriorlighting.co.uk; or

15.2.2 Contact Us by pre-paid post at Wishbone Exterior Lighting, 120 Bunns Lane, Mill Hill, London NW7 2AS.

16. Complaints and Feedback

- 16.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- 16.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from us on request.
- 16.3 If You wish to complain about any aspect of Your dealings with Us, including, but not limited to, these Terms and Conditions, the Contract, or the Services, please contact Us in one of the following ways:
- 16.3.1 In writing, addressed to Tara Gould, Operations Manger , Wishbone Exterior Lighting, 120 Bunns Lane, Mill Hill, London nW7 2AB;
 - 16.3.2 By email, addressed to Tara Gould, Operations Manger, info@wishboneexteriorlighting.co.uk
 - 16.3.3 By contacting Us by telephone on 020 3114 2129

17. How We Use Your Personal Information (Data Protection)

- 17.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and Your rights under the GDPR.
- 17.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from www.wishboneexteriorlighting.co.uk/privacy-policy

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 and Conditions will be transferred to the third party who will remain bound by them.
- 18.2 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.
- 18.3 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.
- 18.4 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, the Contract, and the relationship between You and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.
- 19.2 As a consumer, You will benefit from any mandatory provisions of the law in Your country of residence. Nothing in Sub-Clause 19.1 above takes away or reduces Your rights as a consumer to rely on those provisions.
- 19.3 Any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions, the Contract, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by Your residency.