

## **Terms and Conditions for Orders Placed with Varilight Direct**

### **General**

The domain name and websites [www.varilightdirect.co.uk](http://www.varilightdirect.co.uk) and [www.varilightdirect.com](http://www.varilightdirect.com) (hereafter referred to as Varilight Direct) are owned by Doyle & Tratt Products Ltd. Doyle & Tratt Products Ltd may at any time make changes to this website and the details displayed on it (including prices).

For the avoidance of doubt, your contract of purchase is with Doyle & Tratt Products Ltd. Your use of and purchase of products from this site (and by telephone) is governed by the terms and conditions set out below. You can print the full terms and conditions by selecting the print option in the File menu of your browser. Doyle & Tratt Products Ltd will attempt to meet the buyer's delivery requirements but delivery dates quoted are approximate and so Doyle & Tratt Products Ltd cannot be held responsible for late or delayed goods, being received. If we change the Terms and Conditions, at any time, where possible we will add the date that the change took place, unless we are omitting info. Please check the Terms and Conditions before placing an order.

### **Terms and Conditions of Use**

#### **1. Prices and payment**

The prices for goods displayed for sale on this site are inclusive of VAT. The customer can choose between delivery options, which will be charged in addition. These charges are clearly displayed where they apply. Prices and delivery charges displayed are valid and effective only in the United Kingdom. For more information see 'Delivery' section of This Terms and Conditions statement.

Doyle & Tratt Products Ltd has the right to change the prices at any time.

Doyle & Tratt Products Ltd cannot accept a customer's order until it has been paid for in full (including applicable delivery charges). Upon payment, we will confirm acceptance of the order by email which will be sent to the customer's email address. Whether the email is received by the customer, our acceptance of the order will create a legally binding contract between the customer and us. We reserve the right not to supply customers at our discretion.

#### **2. Your right to cancel your order**

You may cancel your Varilight Direct order at any stage before the goods are despatched from us. You will receive notification of despatch via email, and in the form of a text on your mobile, if you have included your mobile number on your order. Once this notification is issued an order is defined as despatched.

If you wish to cancel your order prior to despatch notification you can either phone us on 01293 905800 (lines are open 9:30am - 4.30pm weekdays only) or email us at [sales@varilightdirect.co.uk](mailto:sales@varilightdirect.co.uk)

#### **3. Delivery**

All Varilight Direct courier deliveries have to be signed for, both to prevent fraud and to protect our customers from theft of their goods. Please enter a delivery address where someone will be available to sign for your goods on the day of delivery. If when the order is delivered nobody is there to sign for it, a card will be left by the delivery driver. Please note, Doyle & Tratt Products Ltd or the courier company are not to be held responsible for any lost courier delivery cards. The courier will generally wait up to 5 days for a response from the customer. If this is received then a second attempt at delivery will be made. If no response is received then the order will, unfortunately, be returned to us.

If re-delivery from the customer has been requested once the parcel has been returned to us, you will be charged £8.00 for your parcel to be re-despatched.

APC will deliver your order on a 1-2 working day service (within a 2 hour delivery window) at only £8.00 for deliveries in the UK.

You must place your order before 12pm Monday to Friday (excluding Bank Holidays & Public Holidays) to qualify for the 1-2 day delivery service. Please Note: 1-2 day delivery is possible only if all the items on your order are in stock so please check the stock information provided when placing your order. If any product is out of stock then you will be contacted via email and/or telephone with despatch date, if this is beyond 3-4 days. You are entitled to a full refund if you cancel the order or certain products from the order as long as the conditions set out in the section 'Your Right To Cancel Your Order' of this terms and conditions agreement are met.

Please note Varilight Direct is only able to deliver to a UK address. Please visit the main Varilight website for information on international stockists (<https://www.varilight.co.uk/contact/international-distributors.php>)

In case of non-delivery of a whole consignment, the customer must advise Varilight Direct within 14 days of the date the order was placed.

The customer shall be bound to pay for all goods, notwithstanding any alleged non-delivery or shortage of goods, if the foregoing conditions have not been complied with.

Any Customs Charges must be paid by the customer. Varilight Direct / Doyle & Tratt Products Ltd are not responsible for these costs, nor can we give a refund and nor can you cancel your order if part or all of your order is being held with customs awaiting payment. Please refer to any customs and tax rules and regulations that may apply before placing orders.

#### **4. Exchange and Refunds**

##### **4a. Faulty Products**

##### **10 YEAR VARILIGHT GUARANTEE**

Varilight undertakes to repair or replace, at its discretion, goods which have become defective within 10 years of purchase, solely as a result of faulty materials and workmanship unless otherwise stated on our website, subject to the following conditions being met:

- i. The unit has been correctly fitted according to the instructions and has not been used with an incompatible load, fluorescent tubes, non-compatible or non-dimming LEDs or overloaded beyond its rating, and has only been used on a 200-250V a.c. power supply.
- ii. The dimmer module has not been tampered with or taken apart. However, for your convenience, it is perfectly in order to remove a faulty dimmer module from multi-gang dimmers by pulling off the knob and unscrewing the nut under the knob. You will then still have the remaining modules working whilst we service your faulty module.
- iii. The unit is securely packed and safely returned to us. See section 4d below for more details.

This guarantee states Varilight, Varilight Direct & Doyle & Tratt Products Ltd's entire liability, which does not extend to cover consequential loss or damage or installation costs arising from a defective product. The guarantee does not apply to problems arising from any incompatibility between your lamps and the dimmer switch. This guarantee does not in any way affect the statutory rights of the

purchaser and is offered so that you may have the benefit of our technical facilities.

Please contact Varilight Customer Services to take advantage of the manufacturer's guarantee. Please email [help@varilight.co.uk](mailto:help@varilight.co.uk), create a support ticket at [www.varilight.co.uk/help](http://www.varilight.co.uk/help) or by phone on 01293 223333.

#### **4b. Incorrect, Missing or Damaged Products**

The buyer shall inspect the goods upon receipt and notify Varilight Direct within 14 days from the delivery date any items that are missing, damaged, or if the delivery includes incorrect products.

If your goods are incorrect (i.e. the product delivered is different to product ordered), items are missing, faulty or defective on delivery (and Doyle & Tratt Products Ltd is satisfied that such defect is not as a result of damage, misuse or incorrect installation by the buyer) Doyle & Tratt Products Ltd shall, at its sole discretion and subject to satisfactory proof of purchase, either arrange for the goods to be repaired at no cost to the buyer or elect to exchange the product.

Please contact us within 14 days of your delivery to report any incorrect, missing or faulty products and we will generate a returns number and postage paid document that you can use to return your parcel for free. Please include a [returns form](#) in your parcel. Please make clear on the [returns form](#) if you would prefer a replacement or a refund.

Only orders or part orders returned using the above method can be returned free of charge. If you choose to return items by another method then we cannot refund the return delivery cost to you.

If notification of missing, damaged or incorrect products is received beyond the 14 day period set out above, it will be the responsibility of the customer to return part or all of their order at their own cost.

Please make sure the product(s) you are returning are well packaged. Return the goods to the address shown below. Please enclose a completed copy of our [returns form](#). When returning faulty products for replacement, please write on returning parcel "REPLACEMENT", this will ensure a quicker turnaround. Please complete all of the required fields on the [returns form](#) as this will greatly reduce the time taken to process your return. Please also remember to retain proof of postage.

You will receive your refund once we have received the returned goods.

#### **4c. Cancelling Your Order**

You have the right to cancel your order within 14 days of receipt.

If you are not satisfied with the goods for any other reason than outlined in section 4c above then we will exchange or refund any unused items returned, as sold, in their original packaging, unopened and dust-free, in re-saleable condition, excluding any applicable standard delivery charges within 14 days of the date of delivery. In this case the costs of returning the items will be at the customer's expense. (Excludes products made to specific requirements and special-order items that are non-returnable.) This does not affect your statutory rights.

We cannot refund you for any products that are returned to us in an un-saleable condition, have been fitted, used, or have been damaged by the customer. In this case we will contact you by phone or email to ask if you would prefer us to dispose of the item(s) free of charge or send them back to you at your expense. If no reply has been received to such a communication within 28 days or the customer does not include contact details or a completed [returns form](#) in their parcel then we will dispose of them responsibly.

If you have any further queries regarding returns please contact us at [sales@varilightdirect.co.uk](mailto:sales@varilightdirect.co.uk) or alternatively call us on 01293 905800.

#### **4d. Returning Items to Us**

Please address returns to:

**Returns Department, Varilight Direct, Carylls Lea, Faygate, West Sussex, RH12 4SJ**

Please enclose a completed copy of the [returns form](#) and make sure you have ticked the reason for return box.

Please keep your proof of postage certificate in case the parcel fails to arrive. In this case it is the responsibility of the customer to trace their parcel(s). We are not able to issue refunds for goods that are not returned to us for any reason.

#### **5. General Information and Conditions**

Calls to 01293 905800 are charged at national rate. Lines are open 9:30am - 4.30pm on weekdays only. There is an answer machine for any enquiries received out of normal office hours. You can also email us at [sales@varilightdirect.co.uk](mailto:sales@varilightdirect.co.uk).

We shall not be liable to you where performance of any of our obligations to you is prevented, frustrated or impeded by reason of acts of God, war and other hostilities, civil commotion, accident, strikes, lock outs, trade disputes, acts or restraints of Government, imposition or restrictions of imports or exports or any other cause not within the reasonable control of Doyle & Tratt Products Ltd. If any part of these terms and conditions is found to be unenforceable as a matter of law, all other parts of these terms and conditions shall not be affected and shall remain in force.

We cannot guarantee that the appearance and/or colours of products shown on this site exactly reproduce the appearance and/or colours of the physical products themselves. (Colour differences may also be due to the customers' monitor settings.) All sizes quoted are approximate.

The images on our site may be photographs of the actual product or images created from separate photographs of plates and inserts, which are put together using Photoshop. These images are a representation of the products we sell. We do our best to display images that have true likeness to the products. Sometimes, the images may be in the process of being updated due to design changes.

If you are not fully satisfied with the appearance of your products then please contact us BEFORE INSTALLING THE PRODUCT. If the product has been installed then we cannot give a refund. DO NOT install a product if it does not resemble the image or description on our website as a refund will then not be possible.

Always read and follow any relevant product manuals and safety instructions. When working with electricity always turn off the mains.

The products we sell should be installed by a competent person in accordance with the current addition of the IEE Wiring regulations. If in doubt, consult a qualified electrician. Always switch OFF the mains supply and remove the appropriate fuse or switch off the appropriate circuit breaker before beginning electrical work. Always use cable of the correct rating and type. The layout of the terminals may differ between fittings so check the location of terminal connections carefully before wiring. Make electrical connections according to the relevant diagram ensuring no bare wires protrude from the terminals. Please ensure all terminals on each product are securely tightened, including factory tightened terminals. If the product has an earth terminal connect the fixed earth wire to it and then connect a short length of wire from the earth terminal on the product to the earth terminal on the wall box. Earth wires should be sheathed with green and yellow sleeving. Use only the fixings supplied.

Do not apply products with metal faceplates directly to freshly plastered or damp surfaces as product may tarnish. If in doubt, use polythene as a temporary gasket to protect the product. Do not use masking tape on metal faceplates

Please note Varilight Direct / Doyle & Tratt Products Ltd accepts no responsibility to pay for any work undertaken in installing or removing the products sold on our website for any reason, including if the products are faulty.

## **6. Conduct**

If any customer is rude towards any member of staff working on behalf of Varilight Direct or Doyle & Tratt Products Ltd then we reserve the right to disassociate ourselves with that customer and offer no further assistance. In extreme cases we reserve the right to ban a customer from using our services in the future. All our staff deserve to be spoken to politely so please be courteous and we do our very best to help you to the best of our ability.

To the extent permitted by law, Doyle & Tratt Products Ltd accepts no liability for any loss, damage or injury arising as a consequence of advice provided.

Doyle & Tratt Products Ltd, Carylls Lea, Faygate, West Sussex, RH12 4SJ