

Terms and Conditions

These terms and Conditions apply to bespoke/made-to-order items ordered directly from me, Trisha Enes. For online purchases through retailers such as Etsy, please see the separate terms conditions on the relevant website.

These terms and conditions are governed by the law of England and Wales. They apply to the person making the purchase even if you have asked me to deliver the goods to another person.

When placing an order you confirm that you have read, understood and agreed to these terms and conditions.

Orders

I hold no stock and each product is made to order especially for each client. I therefore require a non-refundable deposit of 50% of the price (unless cancelled within 5 working days see 'Cancellations' below)

All orders are accepted on a pro-forma basis. When you place your order, I will give you an estimate of the likely lead time for your goods but please be aware that this is offered as guidance only.

I cannot accept orders from any person younger than 18 years of age without the consent of that person's parent or legal guardian.

Payment Methods

I can accept payment by bank transfer or by cheque in £GBP. I will only start making the item(s) once payment has cleared.

Cancellations

As all my items are made to order I can only accept cancellations made within 5 days of ordering, as work on the product by then will have started. If you cancel within 5 working days I will refund your deposit in full.

In the very unusual event that I need to cancel your order (e.g. if I am not able to place your order with my engineers or material suppliers) I will inform you at the earliest opportunity and refund your deposit but will not otherwise be required to pay any compensation.

Payment of balance

I will email you once your products have been made, to request payment of the remaining balance and to provide an estimated delivery date. I will only be

able to dispatch your item(s) once I have received the cleared funds for the outstanding balance.

Packaging and delivery

I do not currently sell or ship my products outside of the UK

The decorative parts of my lights are hand-made and I may also need to rely on engineers to manufacture certain components or suppliers to provide certain parts. I endeavour to ship the item(s) within the specified timeframe. However I cannot be held liable for any loss or damage arising from any delay in delivery, as sometimes hand-made items take a little longer to make than expected (sometimes they take a bit less time too!). Please do not book any electrician/other professionals to install your light until *after* it has actually arrived.

I will endeavour to have your item(s) delivered on or shortly after the estimated delivery date but please be aware that I cannot guarantee the exact date and do not accept liability for any loss or expense incurred by you if delivery is not made by that estimated date.

All my items are sent tracked and require a signature on delivery. Please confirm that the order is complete and in good condition when it arrives. If there is any problem with your item(s) please let me know in writing (with photographs if applicable) within 3 days of delivery. If the damage is visible then please let me know at the time of delivery.

You must ensure that the courier can access and deliver the goods to the delivery address, that there will be sufficient space for them to be delivered and that the items fit and are suitable for the designated space. I will not pay for loss or damage to the goods or your property which are caused by following your instructions and/or there being limited or no access and/or where the goods do not fit in/are unsuitable for your property (unless the loss or damage is caused by my negligence).

Installation

Unless you buy a plug-in light, you must use a qualified electrician to install my lighting. I am not be liable for any item that has been repaired or altered in any way, has been damaged (unless en route to you), or has been installed/used in anyway that is not consistent with my/my engineers' instructions.

Passing of property and risk

Once your items have been delivered to the delivery address, the ownership

passes to you and you will then be responsible for any loss or damage to the them unless it was caused by the courier's negligence or a manufacturing fault.

Returns

My lights are creative pieces that are specially made for you when you place your order, like a work of art. I therefore cannot accept returns unless the item has been damaged en route or has a manufacturing fault.

I handle, check and photograph all the products myself before I pack and ship them to ensure that there are no defects or faults. However if I have missed something or if the item has been damaged on its way to you, please notify me within 3 days of its arrival (see 'Packaging and Delivery" above). If the damage is visible then please let me know at the time of delivery. I will either replace the item(s) as soon as possible or if I cannot do that for any reason I will offer you a refund once the item has been returned.

Unavoidable delays

I am not be liable for any delay or failure resulting from any act, accident, event, or non-happening, beyond my control, such as war, terrorism, civil or military disturbance, fire, explosion, flood, earthquake, storm, or other natural disaster, sabotage, strikes, or it being impossible to use the railways, shipping, aircraft, road vehicles or other means of transport.

Appearance of items

My work is hand-made and never 100% repeatable. This is the beauty of anything you buy from me.... no-one else will ever have exactly the same item. Therefore although your product will look very much like the photos and online images (where applicable), it may not look exactly the same.

If you would like me to send a sample of material/small model so that you have a better idea of the colours and textures etc to help you decide, please contact me and I will try to send a sample out to you, if you are based in the UK.

Copyright

My designs and the content of my website are my intellectual property. My designs are protected by copyright and design right.