

HIRE • SALES • INSTALLATION • SERVICE

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# WHITE LIGHT

Reference Guide V1.1





**CONTACT:**

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Jubilee Way  
Wimbledon  
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**DIRECT TEAM LINES:**

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Sales & Installation ..... 020 8254 4840

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**DIRECT TEAM EMAIL ADDRESSES:**

Hire@WhiteLight.Ltd.uk

Sales@WhiteLight.Ltd.uk

Projects@WhiteLight.Ltd.uk

Live-Events@WhiteLight.Ltd.uk

Service@WhiteLight.Ltd.uk



Introduction

## About White Light

Founded in 1971, White Light now has more than thirty-five years experience in supplying creative lighting solutions to the entertainment and live event industries.

Our heritage is in theatre: our first job was the transfer of *The Rocky Horror Show* from the Royal Court Theatre Upstairs to the Kings Road Theatre. We still supply tours of that show to this day - as well as supplying equipment to shows of all types and scales, whether two lights to a school play or fringe production or a complete rig to the largest West End musicals. As we have done throughout our history, we aim to provide lighting designers with the tools and technology they need to realise their visions.

While some still think of us as just a theatrical lighting hire company, our work now spreads far beyond this into every area where lighting is used as part of entertainment. Our Sales team can supply anything from a single sheet of colour to a complete lighting rig - including installation, if required. Our Service engineers maintain and support dimmers, lighting desks and other equipment for theatres around the country either as required or through long-term service contracts.

We also offer a complete lighting service, with our Live Events Lighting team able to design, specify, install and crew corporate, event or party projects as well as supplying the lighting equipment itself and taking care of all of the health and safety and risk assessment documentation that such projects now require. Through our Training Initiative training and education programme we work to ensure that those working in the industry are kept as up-to-date as possible with the latest equipment. And where nothing exists to fill a particular need, we make products of our own, notably our VSFx optical effect system, in use on shows around the world.

Put all of this together and you have White Light in the twenty-first century, a multi-faceted company employing over one hundred people in Wimbledon. Our online lighting shop, [www.lxstore.com](http://www.lxstore.com), offers online access to smaller items from our extensive sales stock. While our website, [www.WhiteLight.Ltd.uk](http://www.WhiteLight.Ltd.uk) is a comprehensive guide to both the products and services.

In these changing times, both at home and in the world at large, White Light provides a familiar touchstone offering superb service and support as it has done for more than three decades.



Introduction - other lighting services offered by White Light

## Live Events Lighting

We offer a complete lighting service for corporate productions, events, parties and more, with our corporate events lighting teams offering any combination of equipment rental, lighting design, equipment specification, installation, crewing and operation, including taking care of health and safety and risk assessment documentation.

Tel: 020 8254 4870

Fax: 020 8254 4871

Email: [Live-Events@WhiteLight.Ltd.uk](mailto:Live-Events@WhiteLight.Ltd.uk)

Web: [www.WhiteLight.Ltd.uk/corporate-events](http://www.WhiteLight.Ltd.uk/corporate-events)





## Installation

As well as supplying new lighting equipment via our Sales team, we have built a strong reputation for supplying and installing complete lighting systems, whether updating older installations or installing new ones.

Whatever your lighting installation needs, our experienced Projects team will meet or exceed your requirements on time and on budget.

Tel: 020 8254 4840

Fax: 020 8254 4841

Email: [Projects@WhiteLight.Ltd.uk](mailto:Projects@WhiteLight.Ltd.uk)

Web: [www.WhiteLight.Ltd.uk/installation](http://www.WhiteLight.Ltd.uk/installation)





Introduction - other lighting services offered by White Light

## Technical Services and Service Contracts

Whether it's a simple manual lighting controller or a complex, thousand-dimmer installation, a smoke machine or the very latest moving light, at some point it will need care and attention, either service or repair. We can help!

Our Service team has experience of an enormous range of equipment, gained supporting our rental stock and the equipment of the many theatres and other installations around the country that choose us to service and support their equipment.

Tel: 020 8254 4740

Fax: 020 8254 4741

Email: [Service@WhiteLight.Ltd.uk](mailto:Service@WhiteLight.Ltd.uk)

Web: [www.WhiteLight.Ltd.uk/service](http://www.WhiteLight.Ltd.uk/service)





## The Training Initiative

The Training Initiative is our popular training and education scheme, established as a way of sharing our collective knowledge with the rest of the industry.

The Training Initiative runs regular courses covering many areas of lighting technology that allow anyone involved in lighting - students, those involved in amateur theatre or those working professionally - to broaden their skills in particular areas or their familiarity with particular items of equipment.

We also run a popular series of Schools Lighting masterclasses, introducing school pupils and teachers to the possibilities offered by entertainment lighting.

Full details of scheduled courses can be found either on the White Light website or on [www.LXstore.com](http://www.LXstore.com), where you can book training online.

Tel: 020 8254 4800

Fax: 020 8254 4801

Email: [Training@WhiteLight.Ltd.uk](mailto:Training@WhiteLight.Ltd.uk)

Web: [www.WhiteLight.Ltd.uk/training](http://www.WhiteLight.Ltd.uk/training)





Introduction

**Notes:**

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HIRE • SALES • INSTALLATION • SERVICE



**TERMS & CONDITIONS** ..... page no.

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HIRE • SALES • INSTALLATION • SERVICE



TERMS &  
CONDITIONS



## White Light Ltd Conditions of Hire

### 1. DEFINITIONS

#### 1.1. In these Conditions:-

1.1.1. "Contract" means a contract for the hire of Equipment concluded by the acceptance by White Light of an order pursuant to Condition 2.

1.1.2. "Equipment" means the equipment described or any individual item thereof.

1.1.3. "Hire Charge" means the weekly charge payable by the Hirer to White Light for the hire of Equipment.

1.1.4. "Hire Period" means a period starting on the date that Equipment is dispatched to or collected by the Hirer and ending on the date on which the Equipment is returned to White Light.

1.1.5. "Hirer" means the hirer of Equipment from White Light.

1.1.6. "White Light" means White Light Ltd, White Light Group Ltd or any subsidiary company.

1.1.7. "The Site" means the premises or site specified by the Hirer where the Equipment is to be used.

1.2. The headings in these Conditions are for ease of reference only and shall not affect their interpretation.

### 2. GENERAL

2.1. These Terms and Conditions shall apply to all contracts for the hire of the Equipment by White Light to the Hirer to the exclusion of all other terms and conditions referred to, offered or relied on by the Hirer unless the Hirer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by White Light in writing.

2.2. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by White Light.

2.3. By accepting the Equipment at the Site the Hirer is agreeing to these Terms and Conditions unless otherwise agreed in writing.

2.4. Any advice or recommendations given by White Light or its employees or agents to the Hirer or its employees or agents as to the storage, application, installation or use of the Equipment which is not confirmed in writing by White Light is followed or acted upon entirely at the Hirer's own risk and, accordingly, White Light shall not be liable for any such advice or recommendations which are not so confirmed or the actions of any third party in the storage, application, installation or use of the Equipment unless

the Hirer has separately contracted for such services with White Light directly.

### 3. ORDERS

White Light shall only accept an order for hire of Equipment provided that it is in writing. Unless otherwise agreed, the written acceptance of the Hirer's order by an authorised employee of White Light shall constitute the Contract, which shall be subject to these Conditions. Any terms or conditions in the Hirer's order or other documentation of whatsoever kind which are inconsistent with these Conditions shall have no effect.

### 4. HIRE OF EQUIPMENT

4.1. White Light hereby hires to the Hirer the Equipment for the Hire Period at the Hire Charge.

4.2. White Light reserves the right to supply equipment of a similar design to the Equipment.

4.3. All descriptions and specifications, drawings and particulars of weights and dimensions issued by White Light are approximate only, and are intended only to present a general idea of the goods to which they refer and shall not form part of the contract. Due to continuing development, White Light reserves the right to change specifications without notice.

### 5. HIRE CHARGE

5.1. The Hirer shall pay to White Light either in advance or on a weekly basis a sum calculated by multiplying the appropriate Hire Charge for the Equipment by the Hire Period for such items of Equipment. All hire charges are strictly net and are due and payable on invoice submitted within 14 days. Charges run from day of dispatch until day of return and are based on a period of one week or part thereof irrespective of whether the goods are in use or not. A period of two days grace is normally given on collection and deliveries (i.e. collection Friday: return Monday).

5.2. The Hirer shall pay to White Light any packing and delivery charges where appropriate.

5.3. All sums due from the Hirer to White Light hereunder shall be increased to include VAT at the current rate.

5.4. The Hirer shall pay White Light's invoices hereunder within 14 days of the date of invoice. Time shall be of the essence in respect of the payment of all sums due hereunder.

5.5. White Light reserves the right to charge the Hirer interest at the rate of 3% per annum above the mean base rate for the time being of the London Clearing



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Banks on all invoices which are not paid in accordance with Condition 5.4, such interest being calculated from a date 30 days after the date of invoice until actual payment compounded quarterly and to be payable as well after as before any judgment obtained in respect thereof.

### 6. DELIVERY & COLLECTION

6.1. Any dates and times quoted for delivery of the Equipment are approximate only and White Light shall not be liable for any delay in delivery of the Equipment howsoever caused.

6.2. Unless otherwise agreed in writing, the Hirer is responsible for loading, transporting and unloading the Equipment at the Site and on its return to White Light and for all costs incurred in connection therewith, and any driver or operator supplied by White Light shall be deemed to be under the Hirer's control and shall comply with all directions of the Hirer.

6.3. The Hirer shall conduct a reasonable inspection of the Equipment upon receipt. If such inspection reveals that the Equipment is damaged, or that some of the Equipment is damaged, or that some of the Equipment has been lost, the Hirer shall notify White Light and the carrier in writing within 3 days of the date of receipt. Damaged Equipment may be retained by the Hirer for inspection by the carrier provided that it shall be returned to White Light on demand. If the Hirer fails to notify White Light and the carrier in accordance with this Condition, or to return the equipment on demand, the Hirer shall pay to White Light the full cost of repair or replacement of the Equipment or full hire rate until returned.

6.4. For Hirers collecting and returning Equipment, White Light's normal working hours are Monday to Friday 9am - 6pm.

6.5. White Light's normal hours of delivery are Monday to Friday 9am - 5pm. Outside these hours additional charges may apply.

6.6. White Light reserves the right to recharge additional costs of delivery and collection including, but not restricted to, parking fines, waiting time and toll charges.

### 7. USE OF EQUIPMENT

7.1. The Hirer shall ensure that the Equipment is installed and used by competent and qualified personnel in a manner which complies with any applicable statute, regulation or order from time to time in force affecting the Equipment including but not limited to the Health and Safety at Work Act 1974 and any statutory amendment or replacement of it.

7.2. The Hirer shall at its expense keep the Equipment in good repair, condition and

working order, fair wear and tear excepted. Without prejudice to the generality of the foregoing, the Hirer shall on a very regular basis and certainly every week:-

7.2.1. Inspect, test and clean the Equipment;

7.2.2. Check and maintain wiring to and fixing and rigging of the equipment.

7.3. The Hirer shall not without the prior written consent of White Light make any modification or alteration to the Equipment, or take the Equipment outside mainland Great Britain.

7.4. The Hirer shall allow White Light to inspect the Equipment upon request during White Light's normal working hours.

7.5. The Hirer shall return all faulty lamps to White Light. The replacement cost of the lamps will be charged to the Hirer if they are not returned.

### 8. BREAKDOWN AND REPAIRS

8.1. Where the breakdown of the Equipment is caused by fair wear and tear or by a fault in the Equipment or where stoppage occurs in the course of carrying out normal repairs, full allowance for the Hire charges will be made to the Hirer, any claims to be considered from the time and date of notification by the Hirer.

8.2. Where the breakdown of the Equipment is caused as a result of the negligence or misuse by the Hirer, the Hirer shall be responsible for all loss or damage incurred by White Light arising from any breakdown and for the payment of the hire charges during the period the Equipment is inoperable due to such breakdown.

### 9. OWNERSHIP

The Equipment shall at all times remain the property of White Light and the Hirer shall have no rights to the Equipment other than as hirer and the Hirer shall not do or permit or cause to be done any matter or thing whereby the rights of White Light in respect of the Equipment are or may be prejudicially affected.

### 10. LOSS, DAMAGE AND INSURANCE

10.1. In the event of any loss or damage to the Equipment the Hirer shall pay for its replacement, or the cost of restoring it to good working order, or allow White Light or its agent to carry out such work at the Hirer's expense.

10.2. The Hirer shall during the Hire Period (without prejudice to the liability of the Hirer to White Light pursuant to Condition 10.1) keep the Equipment insured for its full replacement value with a reputable insurance company against loss or damage from all risks (including



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third party risks). The Hirer shall notify its insurers that the Equipment is on hire from White Light and request the insurers to endorse a note of such interest on the policy, naming White Light as loss payee. The Hirer shall on demand show to White Light the policy, the premium receipts and insurance certificate and shall not use or allow the Equipment to be used for any purpose not permitted by the terms and conditions of the said policy or do or allow to be done any act or thing whereby the insurance may be invalidated.

10.3. Where any event or accident shall occur which is a risk covered by the Hirer's insurance hereunder, the Hirer shall immediately notify White Light thereof. The Hirer shall hold any monies received by the same as White Light directs.

### 11. HIRER'S INDEMNITIES

11.1. The Hirer shall be solely responsible for and hold White Light fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by White Light as a result of any accident involving the Equipment.

11.2. The Hirer shall be solely responsible for and hold White Light fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by White Light as a result of any breach or default on the part of the Hirer in the discharge of its obligations under any Contract.

### 12. LIMITATIONS OF LIABILITY

12.1. White Light's liability for direct physical damage to tangible property of the Hirer caused by the negligence of White Light, its employees, agents or sub-contractors, or by breach of any Contract, shall not exceed £500,000 subject to the exclusions set out in Condition 12.2.

12.2. White Light shall not be liable for the following loss or damage howsoever caused and even if foreseeable by or in contemplation of White Light:-

12.2.1. loss of profits, business, revenue, goodwill or anticipated savings whether sustained by The Hirer or any other person; or

12.2.2. special, indirect or consequential loss other than direct physical damage to tangible property of The Hirer or any other person; or

12.2.3. any loss arising from any claim made against White Light by any other person.

### 13. TERMINATION

13.1. Where there is no fixed period of hire, the period of hire may be terminated by either party giving to the other 7 days' notice in writing and the Hirer's obligations under this agreement shall continue until the Equipment is returned to White Light.

13.2. If the Hirer defaults in the prompt payment of any sum due under this agreement or is in breach of any of the Terms and Conditions of this agreement, or is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors or if the Hirer shall do or cause to be done or permit or suffer any act or thing whereby the rights of White Light over the Equipment may be prejudiced or put in jeopardy, White Light shall be entitled to terminate the hire immediately by notice in writing to the Hirer and it shall thereupon be lawful for White Light to retake possession of the Equipment and for that purpose to enter into or upon any premises where the same may be and the termination of the hire under this clause shall not affect the right of White Light to recover from the Hirer any monies due to White Light under this agreement or damages for breach thereof.

13.3. White Light shall have the right to terminate a Contract forthwith by giving notice in writing if the Hirer;

13.3.1. fails to make payment of any sum in accordance with Condition 5; or

13.3.2. shall commit any other material breach of its obligations hereunder and shall not within 14 days of notice of such breach remedy the same; or

13.3.3. shall enter into liquidation whether compulsorily or voluntarily otherwise than for the purpose of amalgamation or reconstruction without insolvency or shall compound or make any arrangement with its creditors or shall be the subject of an application for an administration order or shall be subject of any proposal under Part 1 of the Insolvency Act 1996 for a composition in satisfaction of its debts.

### 14. CONSEQUENCES OF TERMINATION

14.1. Any termination of a Contract (howsoever occasioned) shall not affect any accrued rights or liabilities of either party.

14.2. On termination of a Contract (howsoever occasioned) the Hirer shall no longer be in possession of the Equipment with White Light's consent and shall unless otherwise agreed with White Light forthwith return the Equipment to White Light in good working order.



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**Terms & Conditions****15. FORCE MAJEURE**

Although White Light shall use all reasonable endeavours to discharge its obligations under a Contract in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control.

**16. SEVERANCE**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

**17. GENERAL**

17.1. No neglect, delay or indulgence by White Light in enforcing a Contract shall prejudice the rights of White Light or be construed as a waiver.

17.2. The Hirer hereby waives all and any future claims and rights of set off against any sums due to White Light hereunder regardless

of any equity, set off or counter-claim on the part of the Hirer against White Light.

17.3. Any notice hereunder shall be in writing and may be served by sending it by pre-paid first class letter post or delivery (if in the case of a limited company) to the address stated herein, and in any other case, to the last known address of the addressee. In proving service of any notice it shall be sufficient to prove that the envelope containing the notice was properly addressed, stamped and posted. Service shall be deemed to be effective at noon of the second business day following the day of posting and any notice delivered to an address by hand shall be deemed to be effective from the date of such delivery.

17.4. The Hirer shall not assign or otherwise transfer all or any part of a Contract.

17.5. The formation, construction and performance of all Contracts shall be governed in all respect by English law. The parties hereby agree to submit to the exclusive jurisdiction of the English Courts.



## White Light Ltd Conditions of Sale

### 1. DEFINITIONS

1.1. In these Conditions:-

1.1.1. "Buyer" means the person whose order of the Goods is accepted by the Seller.

1.1.2. "Contract" means a contract for the sale of the Goods.

1.1.3. "Goods" means the goods (including any installment of the goods or any parts of them) which the Seller is to supply in accordance with these Conditions.

1.1.4. "Seller" means White Light Ltd, White Light Group Ltd or any subsidiary company.

1.2. The headings in these Conditions are for ease of reference only and shall not affect their interpretation.

### 2. BASIS OF THE SALE

2.1. The Seller shall sell and the Buyer shall purchase the Goods subject to these Conditions. Any terms or conditions in the Buyer's order or other documentation of whatsoever kind which are inconsistent with these Conditions shall have no effect.

2.2. No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the parties.

2.3. The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into any Contract the Buyer acknowledges that it does not rely on and waives any claim for breach of, any such representations which are not so confirmed.

2.4. Any advice or recommendations given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk and accordingly the Seller shall not be liable for any such advice or recommendations which is not so confirmed or the actions of any third party in the storage, application, installation or use of the Goods unless the Buyer has separately contracted for such services with the Seller directly.

2.5. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

2.6. All descriptions and specifications, drawings and particulars of weights and dimensions used by White Light are approximate only, and are intended only to present a general idea of the goods to which

they refer and shall not form part of the contract. Due to continuing development, White Light reserves the right to change specifications without notice.

### 3. ORDERS AND SPECIFICATIONS

3.1. The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.2. The quantity, quality and description of and any specification for the Goods shall be those set out in the Buyer's order (if accepted by the Seller).

3.3. The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

3.4. No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing, of the Seller and on the terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller.

3.5. If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim:

3.5.1. For infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person: or

3.5.2. For negligence or under the Consumer Protection Act 1987 which results from the Seller's use of the Buyer's specification.

### 4. PRICE AND PAYMENT

4.1. The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order.



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4.2. The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs to manufacture, any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer to give the Seller adequate information or instructions).

4.3. Except as otherwise stated under the terms of any quotations or in any price list of the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are given by the Seller for delivery of the Goods at the Seller's premises and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.

4.4. The price and all other sums due from the Buyer to the Seller shall be increased to include VAT at the current rate.

4.5. The Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery or collection of the Goods unless the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.

4.6. The Buyer shall pay the Seller's invoices hereunder within 14 days of the date of invoice. Time shall be of the essence in respect of the payment of all sums due hereunder.

4.7. The Seller reserves the right to charge the Buyer interest at the rate of 3% per annum above the mean base rate for the time being of the London Clearing Banks on all invoices which are not paid in accordance with Condition 4.6 such interest being calculated from a date 30 days after the date of invoice until actual payment compounded quarterly and to be payable as well after as before any judgment obtained in respect thereof.

## 5. DELIVERY

5.1. Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the

Buyer that the Goods are ready for collection or, if some other place for delivery is agreed

by the Seller, by the Seller delivering the Goods to that place.

5.2. Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing.

5.2.1 White Light's normal hours of delivery are 9am - 5pm Monday to Friday. Outside these hours additional charges may apply.

5.3.2 White Light reserve the right to recharge additional costs of delivery and collection including, but not restricted to, parking fines, waiting time and toll charges.

5.3. If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery otherwise than any reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault then, without prejudice to any other right or remedy available to the Seller, the Seller may:-

5.3.1. Store the Goods until actual delivery and charge the Buyer of the reasonable costs (including insurance) of storage; or

5.3.2. sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

## 6. RISK AND PROPERTY

6.1. Risk of damage to or loss of the Goods shall pass to the Buyer:-

6.1.1. In the case of Goods to be delivered at the Seller's premises, at the time of delivery when the Seller notifies the Buyer that the Goods are available for collection; or

6.1.2. In the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

6.2. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

6.3. Until such times as the property of the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and



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identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of the sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

6.4. Until such time as the property of the Goods is passed to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon the premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

6.5. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

### 7. WARRANTIES AND LIABILITY

7.1. The Seller only warrants that the Goods will be free from defects in materials and workmanship to the extent that the Goods carry a manufacturer's warranty. The Buyer shall be entitled to the benefit of such manufacturer's warranty insofar as the Seller has the power to transfer it.

7.2. The above warranty is given by the Seller subject to the following conditions:-

7.2.1. The Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;

7.2.2. The Seller shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval.

7.3. Subject as expressly provided in these Conditions, and except where the Goods are sold under a consumer sale (as defined by the Sale of Goods Act 1979), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

7.4. Any claim by the Buyer which is based on any defect in the quality or conditions of the Goods shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery or

(where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure.

7.5. Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods of their use or resale by the Buyer, except as expressly provided in these Conditions.

### 8. TERMINATION

8.1. The Seller shall have the right to terminate a Contract forthwith by giving notice in writing if the Buyer:

8.1.1. Fails to make payment of any sum in accordance with Condition 4; or

8.1.2. Shall commit any other material breach of its obligations hereunder and shall not within 14 days of notice of such breach remedy the same; or

8.1.3. Shall enter into liquidation whether compulsorily or voluntarily otherwise than for the purposes of amalgamation or reconstruction without insolvency or shall compound or make any arrangement with its creditors or shall be the subject of an application for an administration order or shall be subject of any proposal under Part 1 of the Insolvency Act 1986 for a composition in satisfaction of its debts.

8.2. Any termination of a Contract (howsoever occasioned) shall not affect any accrued rights or liabilities of either party.

### 9. FORCE MAJEURE

Although the Seller shall use all reasonable endeavours to discharge its obligations under a Contract in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control.

### 10. EXPORT TERMS

10.1. Where the Goods are supplied for export from the United Kingdom, the



## Terms & Conditions

provision of this Condition 10 shall (subject to any terms agreed in writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.

10.2. The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.

10.3. Unless otherwise agreed in writing between the Buyer and the Seller, the Goods shall be delivered at the Seller's premises and the Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods act 1979.

10.4. The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment or in respect of any damage during transit.

10.5. Payment of all amounts due to the Seller shall be made by irrevocable letter of credit opened by the Buyer in favour of the Seller and confirmed by a Bank acceptable to the Seller or, if the Seller has agreed in writing on or before acceptance of the Buyer's order to waive this requirement, by acceptance by the Buyer and delivery to the Seller of a bill of exchange drawn on the Buyer payable 60 days after sight to the order of the Seller at such branch of a bank as may be specified in the bill of exchange.

## 11. GENERAL

11.1. No neglect, delay or indulgence by the Seller in enforcing a Contract shall prejudice the rights of the Seller or be construed as a waiver.

11.2. The Buyer hereby waives all and any future claims and rights of set off against any sums due to the Seller hereunder regardless of any equity, set off or counterclaim on the part of the Buyer against the Seller.

11.3. Any notice hereunder shall be in writing and may be served by sending it by pre-paid first class letter post or delivery (if in the case of a limited company) to the address stated herein, and in any case, to the last known address of the addressee. In proving service of any notice it shall be sufficient to prove in the case of posting that the envelope containing the notice was properly addressed, stamped and posted. Service shall be deemed to be effective at noon of the second business day following the day of posting and any notice delivered to an address by hand shall be deemed to be effective from the date of such delivery.

11.4. The Buyer shall not assign or otherwise transfer all or any part of a Contract without the prior written consent of the Seller.

11.5. The formation, construction and performance of all Contracts shall be governed in all respect by English law. The parties hereby agreed to submit to the exclusive jurisdiction of the English Courts.



## ***A Moment for Reflection***

*It is unwise to pay too much, but it's worse to pay too little.*

*When you pay too much, you lose a little money - that is all.*

*When you pay too little, you sometimes lose everything, because the thing you bought was incapable of doing the thing it was bought to do.*

*The common law of business balance prohibits paying a little and getting a lot - it can't be done.*

*If you deal with the lowest bidder, it is well to add something for the risk you run.*

*And if you do that, you will have enough to pay for something better.*

**John Ruskin**  
**1819 - 1900**



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V1.1 July 2008