

Bespoke Goods Terms (“Bespoke Terms”)

[The Lighting Gallery](#)

These Bespoke Terms apply in addition to our standard Terms & Conditions of sale (“Terms”). In the event of any conflict, these Bespoke Terms will apply specifically to bespoke or custom-made products.

1. Definitions

In these Bespoke Terms, the following definitions apply:

“Bespoke Goods”

Means goods manufactured, assembled, or modified by us in accordance with the Customer’s Specification.

“Specification”

Means any requirements, instructions, drawings, measurements, designs, or other details provided by or on behalf of the Customer relating to the Bespoke Goods.

“Intellectual Property Rights”

Means all intellectual property rights worldwide, whether registered or unregistered, including but not limited to:

- Patents and inventions
 - Copyright and related rights
 - Trade marks, service marks, and trade names
 - Design rights and rights in appearance or packaging (trade dress)
 - Database rights
 - Rights in confidential information, know-how, and trade secrets
 - Goodwill and rights to bring actions for passing off or unfair competition
 - Any applications, renewals, extensions, or claims of priority relating to such rights
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2. Manufacture of Bespoke Goods

2.1 We will manufacture Bespoke Goods in accordance with the agreed Specification provided by the Customer.

2.2 The Bespoke Goods will be deemed to conform to the Specification where they are manufactured as instructed.

3. Customer Responsibilities

The Customer is responsible for ensuring that:

- 3.1 The Specification provided is complete, accurate, and fit for purpose; and
- 3.2 The Specification, and the manufacture or use of the Bespoke Goods, complies with all applicable UK laws and any relevant international regulations where applicable.

4. Liability for Specification

4.1 We shall not be liable for any defect, failure, or issue with the Bespoke Goods where such issue arises directly or indirectly from compliance with the Customer's Specification.

4.2 This includes where the design, measurements, or instructions provided by the Customer result in unsuitable or non-compliant goods.

5. Price Adjustments

5.1 We reserve the right to adjust the price of Bespoke Goods prior to delivery where:

- The Customer requests changes to the Specification; and/or
- Such changes increase the cost of production, materials, or labour.

5.2 Any revised pricing will be communicated to the Customer for approval before proceeding.

6. Intellectual Property & Indemnity

6.1 The Customer warrants that the Specification does not infringe any third party's Intellectual Property Rights.

6.2 The Customer agrees to fully indemnify and hold harmless the Supplier against all claims, liabilities, damages, losses, costs, and expenses (including legal fees) arising out of or connected to:

- Any actual or alleged infringement of third-party Intellectual Property Rights relating to the Specification; and/or
- The manufacture, sale, supply, import, or export of Bespoke Goods made in accordance with the Specification, including any resulting personal injury, property damage, or financial loss.

6.3 This indemnity will continue to apply after termination or completion of the contract.

7. General

7.1 Bespoke Goods are made specifically to Customer requirements and may not be eligible for cancellation or return unless faulty.

7.2 These Bespoke Terms form part of the overall contract between the Customer and The Lighting Gallery.