## **Ansell Lighting – Lighting Design Criteria**



In respect of the details below, the term Ansell Lighting covers both Ansell Lighting Warrington and Ansell Lighting Belfast and relates to Ansell Electrical Products Ltd, whose registered office is at Unit 6b Stonecross Industrial Park, Yew Tree Way, Golborne, Warrington, WA3 3JD, UK.

Ansell Lighting will at the request of the Purchaser, agree to supply lighting design services, either directly or to a Third Party, so, as to develop a lighting scheme for which Ansell Lighting will make no charge. Ansell Lighting is not under any obligation to provide such services. Where appropriate, the Purchaser shall make all suitable arrangements for Ansell Lighting to have access to the site and shall provide such other assistance as may be necessary to enable the company to provide such lighting design services. Any drawings, plans, computer aided designs, survey reports, specifications & other material arising from the lighting scheme will remain the absolute property of Ansell Lighting.

It is the responsibility of the person specifying the requirements of the lighting design to provide all the required information and detail for the lighting scheme to be undertaken, whether that be, the Architect, the Consulting Engineer, the Building Contractor, the Electrical Contractor or the Purchaser. In failing to provide all such information, a completed lighting design may not meet the client's requirements or be unable to provide compliance with current legislation. Current legislation considered on lighting schemes, includes (but is not restricted to) Building Regulation Approved Documents, British Standard Publications, European Standards, European Directives, Statutory Instruments, Health & Safety Publications, CIBSE Lighting Guides and other appropriate documents as deemed necessary.

Any design criteria used in this lighting project, unless otherwise specified by the Purchaser / Client has been assumed by the designer. This relates to all information not supplied by the customer, but which is needed to undertake the design calculations required to achieve the resultant lighting design. This covers all aspects of the lighting design, including, (but not restricted to) dimensions, heights, reflectances, maintenance values, types of luminaires, light sources, luminaire mounting heights, the number, size, wattage and colour of lamps, the operating control gear, attachments, or other information required that the designer deems necessary to undertake the lighting scheme.

The lighting scheme will be calculated, by computer aided design, (where applicable) and by other means, (where not) so, as to achieve certain illumination levels. Unless, otherwise specified, all illumination levels used within calculations will be those as given within the relevant National and International Standards and/or Regulations as well as the CIBSE Lighting Guides. A number of considerations will be undertaken in order to determine an adequate amount of illumination required for a specific area, such as the nature of the area to be illuminated, the facilitation of quick and accurate work, the contribution of safety to persons doing the work and the creation of a good visual environment. Any other information, not specified, will be assumed by the designer.

Ansell Lighting will undertake lighting schemes for Purchasers which may from time to time require planning approval from the planning department of local authorities in which a lighting scheme is to be installed. It is NOT the responsibility of Ansell Lighting to seek such planning approval for an installation. It currently does and will always remain in the future, the responsibility of the end user client to make such an application to the planning department of the local authority in which the lighting scheme is to be installed. Ansell Lighting can assist, where possible, in providing the lighting design information required for such an application relating only to the lighting design of the project. Ansell Lighting will not accept any liability or any claim made upon them relating to the planning approval, if the end user client either fails to apply for, or does actually receive written consent of planning approval from the local authority in which the installation is to be installed, for the lighting scheme as designed. If subsequent, to the original design as supplied, changes of the lighting design are requested of Ansell Lighting, then it continues to remain the responsibility of the end user client to inform the local authority of such changes and to seek verification and approval of those changes in the planning application.

It is the full responsibility of the purchaser and/or installing electrical contractor to cross-reference all luminaire types and quantities against the relevant computer generated design and/or layout drawings & supplied quotation to verify that the information supplied by Ansell Lighting is both correct in respect of achieving the solution which meets the received specification and that is acceptable to the person specifying the requirements. Errors and omissions excepted.

If the completed lighting scheme is deficient in any respect, then it is the responsibility of the Purchaser to inform Ansell Lighting at the earliest opportunity, and in all cases, prior to any installation. If, however, the lighting scheme has already been installed, prior to any deficiency being known, then the Purchaser has one month from the date of installation, to notify Ansell Lighting in writing of this deficiency, detailing the ways in which the lighting is deficient. If Ansell Lighting receives no such notification within one month from the date of installation, then Ansell Lighting shall be entitled to assume that the lighting scheme meets with the specified requirements. Ansell Lighting must upon receipt of the notification set out above, be allowed permitted access of the premises in question for the purposes of remedying the defect. Ansell Lighting shall be under no obligation to remedy defects in the lighting system which arises from its reliance on the information, specifications or data supplied to the Purchaser.

Ansell Lighting shall not be liable for any business interruption, loss of profits, contracts, goodwill or anticipated savings, loss arising from any Third Party claims or any special indirect or consequential loss (whether or not foreseeable) to the Purchaser / Third Party which may arise as a result of the lighting scheme failing to meet the Purchaser's / Third party's requirements or for problems arising or which may arise as a result of incorrect installation of the goods by or on behalf of the Purchaser / Third Party or arising or which may arise as a result of the Purchaser / Third Party failing to use the goods as specifically recommended by Ansell Lighting for the purposes of the lighting scheme. Save as expressly provided in these conditions all terms, conditions, representations and warranties (whether implied or not) relating to the sale of goods and/or the supply of services are excluded to the fullest extent permitted by law. The supply of all services and goods to the Purchaser are undertaken within the Terms and Conditions of sale from Ansell Lighting, a copy of which is available upon request.