

TERMS & CONDITIONS AGREEMENT



These terms and conditions tell you about the basis on which we will supply our goods (“Goods”) and services (“Services”) to you.

Please read these Terms carefully before ordering any Goods or Services from us. By ordering any of the Goods or Services, you agree to be bound by these Terms.

Please Note: These Terms only apply to "Consumers" (i.e. you are not a business, trade, profession, or acting in the capacity of a director, sole trader, or partner). As a Consumer, a summary of your fundamental rights.

In particular, we draw your attention to clause 23 below where we limit our liability to you. You may wish to retain a copy of these Terms for future reference, or the Terms can also be found online at www.5stylize.com (“Website”).

The Goods and Services (and/or the Promotions and Incentives as per clause 9 of these Terms) are provided by T5 Stylize which we are a sole trader business in England and have our registered unit and main trading address at Unit 1, Field Barn Lane Industrial estate, WR7 3LY.

By placing an order with us, you warrant that:

You are a Consumer; you are at least 18 years old and legally capable of entering into binding contracts; the information you provide to us during the process of placing an order for Goods and/or Services is accurate, complete, and not misleading; and you are fully aware of our Terms. You acknowledge that clause 20 of these Terms do not apply unless you are purchasing Goods and Services by mail order or from our website.

These Terms are incorporated into the supply of Goods and/or Services (“Contract”) to the exclusion of all other terms and conditions. They supersede all prior dealings, negotiations, representations, or agreements between us in respect of the subject matter of the Contract whether written or oral. No variation or amendment of this Contract will be valid unless in writing and signed by you and our authorized representative.

We are under a legal duty to supply Goods and Services that are in conformity with these Terms. To assist you, please see the box below for a summary of your fundamental legal rights in relation to Goods and Services. Nothing in these terms will affect your legal rights.

Some of the goods used are second-hand hence the Consumer Acts 2015 do not apply due to the products not being delivered new and sealed, the items have often been removed new but from a used vehicle or have been used hence their expected life may vary. We only take returns for the first 14 days after purchase if the return complies with the Returns policy.

If you are purchasing Goods and/or Services via our Website, subject to these Terms, the Contract will come into existence and be legally binding when your order is accepted by us by way of the earliest of our despatch of the Goods; our written acknowledgement of your order (by email only); we start performing the Services.

Each order for Goods and/or Services placed by you to us will be deemed to be an offer by you to purchase Goods and/or Services subject to these Terms. Each order placed by you to us for Goods and/or Services and accepted by us will constitute a separate Contract. We may contact you to inform you that we are unable to accept your order for any of the following non-exhaustive reasons:

The Goods and/or Services are no longer available; we are unable to authorise your payment; there has been a mistake regarding the pricing or description of the Goods and/or Service (including the expiry of any promotion); it is illegal for us to sell and/or for you to purchase the Goods and/or Services ordered; our right to limit the number of any given Good and/or Service which can be purchased by an individual customer.

You agree that it is your responsibility to ensure that you have ordered the correct Goods and/or Services from us and that the Goods and/or Services are suitable and fit for the purpose(s) they are intended to be used for by you.

If we are unable to supply the Goods and/or Services ordered we will provide a full refund and cancel the order.

You further agree and must ensure that the information you provide to us during the process of placing an order for Goods and/or Services is accurate, complete and not misleading. We shall not be held responsible for any inaccuracies incomplete or misleading information you provide to us.

We cannot guarantee that the appearance and/or colours of Goods (including without limitation paint) shown on the Website or otherwise exactly reproduce the appearance and/or colours of the physical Goods themselves. Natural products may show some colour variations against your vehicle colour (whereby such vehicle colour may have been distorted e.g. due to weather conditions).

Certain Goods are subject to legally prescribed age restrictions. If you are placing an order for Goods that by law, we are only permitted to sell to customers who are 18 years of age or older, then by clicking the order confirmation button, you are also confirming to us that you are 18 years of age or older, and you must verify your age to us. You further acknowledge and consent to us taking steps to verify your age by reference to publicly available third-party sources. We reserve the right not to supply age-restricted Goods where we believe that you are below the relevant minimum age.

Any advice or recommendation given by our employees, representatives, or agents to you or your employees as to the storage, application, use, servicing, or maintenance of the Goods which is not confirmed in writing by us is followed or acted upon entirely at your own risk, and we shall not be liable for any such advice or recommendation which is not so confirmed in writing.

Whilst we try and ensure that all our prices on our Website and mobile app are accurate, some prices may be incorrectly listed. If we discover an error in the price of the Goods you have ordered, we will inform you as soon as possible and offer you the Goods at the correct price. We are under no obligation to provide Goods or Services to you at an incorrect, lower price, even after we have acknowledged your order or despatched the Goods or started performance of the Services. If we cannot contact you, we will treat the order as cancelled. If payment has been made and you wish to cancel your order, you will receive a full refund of the price paid; We list prices as inclusive of VAT.

Unless otherwise specified, the price of the Goods does not include the cost of delivering the Goods to you. The delivery costs (if any) will be quoted at the time you place your order for Goods (and are set out on our Website).

The entire cost of any other mode of transport or any special deliveries other than the standard delivery service we offer will be borne by you, as will delivery to locations outside of the United Kingdom.

We reserve the right by written notice to you before completion of the Contract to vary the price of the Goods and/or Services to take into account increases in costs including (without limitation) the costs of any materials, carriage, labour or overheads, the increase or imposition of any tax, duty or other levy and any variation in exchange rates.

Payment of Goods and Services will be made in full to us without deductions or set-off in cash/credit or debit card/PayPal account (subject to PayPal's terms and conditions)/ bank transfer when an order is placed.

For orders made via our Website, your credit/debit card or your PayPal account (as applicable) will be charged when we have processed your order.

If you only make part payment towards any invoice or for any debts owed to us or our Group of Companies then we are required to allocate your payment in equal proportions to the amounts outstanding and you cannot choose how the payment is allocated. We may at our sole discretion apply the money that you have paid against invoices raised or debts due to us in the order in which they occurred (being against the oldest debt first).

We do not accept cheques as a means or form of payment.

We may use a third-party carrier to deliver Goods. These depend on location and size and weight of goods we are transparent in our processes and can provide details of any shipping methods used at your request.

Time of delivery will not be of the essence and any delivery date provided by us is an estimate only. We will use all reasonable endeavours to avoid late deliveries. You will have the right to cancel any order without liability to us if delivery is more than 30 days late, following which you will receive a full refund within 14 days of such cancellation.

Any claim that any Goods have been delivered damaged or do not materially comply with their description will be notified by you to us (and where appropriate, to the carrier) within 7 days of their delivery. Provided that you return such Goods to us in accordance with the Returns Policy.

Any claim that any Goods have not been delivered to you by us or our appointed carriers where we claim we have delivered the same to you, or left the Goods in a safe place or delivered the Goods to your neighbour and/or our appointed carriers have obtained a signature for the delivery of the Goods (from any of the above (where applicable), such claim must be notified by you to us within 7 days of their expected delivery. We shall then liaise with our carrier and/or our driver and we may require copies of two forms of personal identification documents from you (such as passport, driving licence, bank card etc.) or any third party.

Once we have reviewed all documentary evidence and statements from the relevant drivers we shall then come back to you within a reasonable timescale of our decision (to replace such Goods, issue you with a credit note for the price of such Goods, refund the price paid for such Goods or to not provide any of the aforementioned) which shall be final and binding.

The items sold come with no warranty due to their second-hand nature.

We may at our discretion suspend or terminate the supply of any Goods or Services if you fail to make any payment when and as due or otherwise defaults on any of your obligations under these Terms or any Contract or any other agreement with us occur.

On the termination of any Contract for any reason: we will not be obliged to supply any Goods and Services ordered by you unless already paid for; all payments payable to us under all Contracts will become due immediately upon termination of any one Contract despite any other provision, and you will indemnify us against all costs, (including any court, legal and other professional costs) losses or damages incurred by us arising directly or indirectly from any legal liability.

The termination of any Contract will not affect the respective rights and liabilities of each of the parties thereto which accrued prior to such termination nor any provisions which either expressly or impliedly are to remain in operation after termination. Subject to the provisions of these Terms, orders accepted by us are cancellable only at our discretion and we may charge for all work carried out or expenses incurred in relation to the order before our acceptance of cancellation.

If you have any questions or complaints about any Goods or Services supplied by us, please contact us using the details found on the Website.

These Terms and any Contract to which these Terms apply will be governed by English law and you consent to the exclusive jurisdiction of the English courts in all matters regarding it. Each of our rights or remedies under these Terms is without prejudice to any other right or remedy that we may have whether under these Terms or not.

Terms signed by ,

A handwritten signature in black ink that reads "Karol Labos". The script is fluid and cursive, with the first letters of each word being capitalized and prominent.

Business owner

A handwritten signature in black ink that reads "Aleksandra Trojak". The script is fluid and cursive, with the first letters of each word being capitalized and prominent.

Marketing Director