



Terms & Conditions

Hi Viz Wizard operates from Wickford in Essex

Email: info@hivizwizard.co.uk

Definitions

Buyer: the person who buys or agrees to buy the goods from the Seller.

Conditions: the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Seller.

Goods: the articles which the Buyer agrees to buy from the Seller.

Price: the price for the Goods, excluding VAT and any carriage, packaging and insurance costs.

Seller means "Hi Viz Wizard"

Conditions

These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.

All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.

We must receive payment of the whole of the price for the goods that you order before your order can be accepted. Payment of the price for the goods represents an offer on your part to purchase the goods, which will be accepted by us only when the goods are dispatched. Only at this point is a legally binding contract created between us.

Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.

These Conditions may not be varied except by the written agreement of the proprietor of Hi Viz Wizard (the Seller).

These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

Price

The Price shall be the product purchase price quoted on the website at the time of purchase. The

Price is quoted exclusive of VAT which shall be due at the rate in force on the date of the Seller's invoice.

Goods

The quantity and description of the Goods shall be as set out in the Seller's confirmation of order.

Warranties

The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller in the confirmation of order. [Except where the Buyer is dealing as a consumer (as defined in section 12 of the Unfair Contract Terms Act 1977), all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods are excluded].

Delivery of Goods

Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by the Seller for delivery or any other day when delivery can reasonably be expected.

The Seller undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.

The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Buyer undertakes not to reject the Goods but to accept the Goods delivered as part performance of the contract.

If the Buyer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for dispatch, the Seller shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

Acceptance of the goods

The Buyer shall be deemed to have accepted the Goods 48 hours after delivery to the Buyer.

The Buyer shall carry out a thorough inspection of the Goods within 48 hours of delivery and shall give written notification to the Seller within 5 working days of delivery of the Goods of any defects which a reasonable examination would have revealed.

Where the Buyer has accepted, or has been deemed to have accepted, the Goods the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

Title & Risk

Risk shall pass on delivery of the Goods to the Buyer's address.

Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.

Until title passes the Buyer shall hold the Goods as bailee for the Seller and shall store or mark them so that they can at all times be identified as the property of the Seller.

The Seller may at any time before title passes and without any liability to the Buyer:

repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.

The Seller may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

Acknowledgement of your order

To enable us to process your order, you will need to provide us with your e-mail address. We will notify you by e-mail as soon as possible to confirm receipt of your order and to confirm details. For the avoidance of doubt, this correspondence does not constitute a contract between us.

Ownership of rights

All rights, including copyright, in this website are owned by or licensed to Hi Viz Wizard. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.

Accuracy of content

We have taken care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at the time of publishing and that all goods have been described accurately. However, orders will only be processed if there are no material errors in the description of the goods or their prices as advertised on this website. Any weights, dimensions and capacities given about the goods are approximate only.

Damage to your computer

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

Availability

All orders are subject to acceptance and availability. If the goods you have ordered are not available from stock, we will contact you by e-mail or phone (if you have given us details). You will have the option either to wait until the item is available from stock or to cancel your order.

Pricing

Where it is not possible to accept your order to buy goods of the specification and description at the price indicated, we will advise you by email, and offer to sell you the goods of the specification and description at the price stated in the email and will state in the email the period for which the offer or the price remains valid.

Payment

We will request payment for your order upon receipt of your confirmation to proceed with the order once you are happy with the proof provided. A proforma invoice will be sent through to you with details on how to pay on the invoice. The Hi Viz Wizard is a Trading division of Tiger Business Supplies Ltd. We accept no liability if a delivery is delayed because you did not give us the correct payment details. If it is not possible to obtain full payment for the goods from you, then we can refuse to process your order and/or suspend any further deliveries to you. This does not affect any other rights you may have.

Delivery charges

All our orders are sent out FREE DELIVERY.

Delivery

We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence). We will aim to deliver the goods by the date quoted for delivery, but delivery times are not guaranteed and therefore time is not of the essence. In any event, we will aim to deliver your goods within 7 days from the day after the day we received your order.

You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk, and we will not be liable for their loss or destruction.

Cancellation rights

You cannot cancel your order if the goods you have ordered are bespoke (i.e. custom printed with logo), or if the sealed box or packaging has been opened.

If you have received the goods before you cancel your order, then you must send the goods back to our contact address at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery, you should not unpack the goods when they are received by you, and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.

We may make a deduction from your refund for any loss in the value of the goods supplied if the loss is the result of unnecessary handling by you, damage, visible wear and/or tear, and for any other reason deemed equitable when considering any depreciation in value of product returned to us (for example using or wearing the goods prior to cancellation).

Cancellation by us

We reserve the right not to process your order if:

We have insufficient stock to deliver the goods you have ordered; We do not deliver to your area; One or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers; or In our absolute discretion we determine not to provide the goods to you.

If we do not process your order for the above reasons, we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit/debit card as soon as possible, but in any event within 14 days.

Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and emailed to our contact at:-

Email: info@hivizwizard.co.uk

Changes to legal notices

We reserve the right to change these terms and conditions from time to time, and you should look through them as often as possible.

Law, Jurisdiction and language

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

Privacy

You acknowledge and agree to be bound by the terms of our privacy policy.

Third party rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

Privacy statement

We, Hi Viz Wizard, are committed to respecting and protecting the privacy of anyone using our site and the confidentiality of any information that you provide us with. The purpose of this statement is to set out how we use any personal information that we may obtain from you.

We may use information that you provide:

To register you with our website and to administer it.

For assessment and analysis, e.g. marketing, customer and product analysis, to enable us to review, develop and improve our services

Security

We endeavour to take all reasonable steps to protect your personal information. However, we cannot guarantee the security of any data that you disclose online and we will not be responsible for any breach of security unless this is due to our negligence or wilful default.