



Terms & Conditions

This website is operated by BlingBling Alloys (referred to as "BlingBling/we/our/us"). As user of this website (referred to as "you/your") you acknowledge that any use of this website including any transactions you make ("use/using") is subject to our terms and conditions below (which includes any other important hyper-linked sections e.g. Returns & Refunds Policy).

- Read through these terms and conditions carefully before using this website.
- Print a copy for future reference.

1. General

1.1 We reserve the right to change these terms and conditions at any time. Any such changes will take effect when posted on the website, it is your responsibility to read the terms and conditions on each occasion you use this website and your continued use of the website shall signify your acceptance to be bound by the latest terms and conditions.

1.2 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use this website.

2. Order Process

2.1 All Orders that you place through the use of this website will be subject to acceptance in accordance with these terms and conditions.

2.2 The "The conformation" stage sets out the final details of your order. Following this, we will send you an order acknowledgement email detailing the products you

are ordering. Please note that this email is not an order confirmation or order acceptance from BlingBling.

2.3 Acceptance of your order and the completion of the contract between you and us will take place on completion of Payment to BlingBling unless we have notified you that we do not accept your order or you do not complete your payment. Once payment is excepted please refer to BlingBling (Returns & Refunds Policy).

3. Delivery

3.1 We make every effort to deliver goods within the estimated timescales. However delays are occasionally inevitable due to unforeseen factors. BlingBling shall be under no liability for any delay or failure to deliver the products within estimated timescales.

3.2 Risk of loss and damage of products passes to you on the date when the products are delivered or on the date of the first attempted delivery by us.

4. Payment

4.1 We take Payment from your card at the time we receive your order, once we have checked your card details and stock availability. Goods are subject to availability. In the event that we are unable to supply the goods, we will inform you as soon as possible. A refund will be given where you have paid for the goods.

4.2 The price you pay is the price we confirm to you after checking availability apart from the following exceptions:

a) The product is unsuitable, every order is checked. If there is a problem with your order then you will be contacted by an advisor.

b) While we try and ensure that all prices advised are accurate, errors may occur. If we discover an error in the price of goods you have ordered we will inform you as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it.

4.3 Payment can be made by any method specified on the website [How to pay \(LINK\)](#) page.

4.4 Title to any products you order through BlingBling shall pass to you on delivery of the products provided we have processed and received full payment.

4.5 All prices include VAT (where applicable) at the current rates but exclude delivery charges, unless expressly stated.

5. Returns, Cancellations and substitutions

5.1 We offer no money back guarantee; please refer to our Returns and refunds policy (LINK). In the unlikely event that you receive faulty or damaged goods, please refer to our Returns and refunds policy (Link) and refunds section.

5.2 Sometimes the product specifications from the manufacturer may change, in which case some images of specific products may vary in image. BlingBling make every effort to store up to date imaging of each product. Web images may be correct but due to different sizes of wheel, slight variations may occur. BlingBling shall be under no liability for any slight variations in your product you receive or our images.

6. Intellectual Property

6.1 You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all materials and/or content made available as part of your use of this website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us or our licensors.

6.2 You acknowledge and agree that the material and content contained within this website is made available for your personal non-commercial use only and that you may only download such material and content for the purpose of using this website. You further acknowledge that any other use of the material and content of this website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

7. Liability and Indemnity

7.1 Nothing in these terms and conditions excludes or limits liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability which may not otherwise be limited or excluded under applicable law.

7.2 Subject to section 7.1 above, BlingBling will use reasonable endeavours to verify the accuracy of any information on the site but makes no representation or warranty of any kind express or implied statutory otherwise regarding the contents or

availability of the site or that it will be timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the website BlingBling will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the website and BlingBling accepts no liability of any kind of loss or damage from action taken in reliance on material or information contained on the site.

7.3 Subject to Section 7.1 above, other than expressly provided in these terms and conditions with respect to specific products and except for the exclusive remedies set out at Section 5 above, any indemnities, warranties, terms and conditions (whether express or implied) are hereby excluded to the fullest extent permitted under applicable law.

7.4 Subject to Section 7.1 above, BlingBling will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentation) or otherwise out of or in connection with the terms and conditions for any:

- economic losses (including without limitation loss of revenues, data, profits, contracts, business or anticipated savings); or
- loss of goodwill or reputation; or
- special or indirect losses

suffered or incurred by that party arising out of or in connection with the provisions of any matter under these terms and conditions.

7.5 Notwithstanding the above, subject to Section 7.1 BlingBling aggregate liability (whether in contract, tort or otherwise) for loss or damage shall in any event be limited to a sum equal to the amount paid or payable by you for the product(s) in respect of one incident or series of incidents attributed to the same clause.

7.6 This clause 7 does not affect your statutory rights as a consumer, nor does it affect your contract cancellations rights.

7.7 We will take all reasonable precautions to keep the details of your order and payment secure, but, unless we are negligent, we cannot be held liable for any losses caused as a result of unauthorised access to information provided by you.

8. Miscellaneous Provisions

8.1 The contract between us shall be governed by the laws of England and any dispute between us will be resolved exclusively in the courts of England. English is the only language offered for the conclusion of the contract.

8.2 We have selected our products on the basis that they will be used for domestic use only, if you are planning to use them for business purposes please make sure that you are covered by appropriate insurance.

8.3 BlingBling shall be under no liability for any delay or failure to deliver products or otherwise perform any obligation as specified in these terms and conditions if the same is wholly or partly caused whether directly or indirectly by circumstances beyond its reasonable control.

8.4 To provide increased value to our customers, we may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly, for (a) the privacy practices of such websites, (b) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or (c) the use to which others make of these websites or resources,, nor for any damage, loss or offence caused or alleged to be caused by, or in connections with, the use or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

8.5 You may not assign or sub-contract any of your rights or obligations under these terms and conditions or any related order for products to any third party unless agreed upon in writing by BlingBling.

8.6 BlingBling reserves the right to transfer, assign, novate or sub-contract the benefits of the whole or part of its rights or obligations under these terms and conditions or related contract to any third party.

8.7 If any portion of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these terms and conditions shall not be affected.

8.8 These terms and conditions do not create or confer any rights or benefits enforceable by any person that is not a party (within the meaning of the U.K. Contracts (Rights of Third Parties) Act 1999) except:

- a) BlingBling (as defined below) shall have the right to enforce any rights or benefits under these terms and conditions;
- b) BlingBling shall have the right to enforce and take the benefit of the rights or

benefits of any limitation or exclusion or limitation of liability in these terms and conditions;

c) a person who is a permitted successor or assignee under Section 8.8 above of the rights or benefits of these terms and conditions may enforce such rights or benefits.

d) No consent from the persons referred to in Section 8.9 is required for the parties to vary or rescind these terms and conditions (whether or not in any way that varies or extinguishes rights or benefits in favour of such third parties).

8.9 No delay or failure by BlingBling to exercise any powers, rights or remedies under these terms and conditions will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing and signed by an authorised representative of BlingBling.

8.10 These terms and conditions including the documents or other sources referred to in these terms and conditions supersede all prior representations understandings and agreements between you and BlingBling relating to the use of this website (including the order of products) and set forth the entire agreement and understanding between you and BlingBling for your use of this website.

The Bling Bling Alloys website is operated by

***Bling Bling Alloys
Unit 5, Crusader Ind Estate,
Stirling Road,
Cressex Business Park,
High Wycombe,
Bucks
HP12 3ST***

We recommend you print out a copy of these terms and conditions for your future reference.

If you have any questions regarding the BlingBlingAlloys website please see the section Contact us (Link) details.