

ISN Europe Limited

Unit 5 Lotus Court, Harvard Industrial Estate Harvard Way, Kimbolton,
Cambridgeshire, PE28 0NJ

The following terms and conditions apply to individual, private consumers purchasing goods on the tyrebaydirect.com, or tooltruck-uk.com websites for their personal use. Businesses (Sole Traders, Partnerships or Limited Companies) should refer to our general Terms and Conditions for the Sale of Goods and Services.

Please read the following important terms and conditions before you buy anything on our website and check that they contain everything you want and nothing that you are not willing to agree to.

Summary of some of your key rights:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that up to 14 days after receiving your goods, in most cases, you can change your mind and get a full refund.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product you're entitled to the following:

up to 30 days: if your goods are faulty, you can get a refund;

up to six months: if it cannot be repaired or replaced, then you're entitled to a full refund in most cases;

up to six years: if the goods do not last a reasonable length of time, you may be entitled to some money back.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 0808 223 1133.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- **'we'**, **'us'** or **'our'** means ISN Europe Ltd and of its trading brands; and
- **'you'** or **'your'** means the person using our site to buy goods from us.

If you have any questions about this contract or any orders you have placed, please contact us by:

- sending an email to marketing@isn-europe.co.uk; or

- calling us on 01480 891011 our telephone lines are open *Monday to Friday 8.30am to 5.00pm*

Who are we?

We are ISN Europe Limited, Trading as Tyre Bay Direct, ToolTruck, Tooltopia UK and ISN Garage Assist a company registered in England and Wales under company number: 04469528.

Our registered office is at Unit 5 Lotus Court, Harvard Industrial Estate Harvard Way, Kimbolton, Huntingdon, Cambridgeshire, PE28 0NJ. Our VAT number is: GB 595 2031 40

The details of this contract will not be filed by us. Please print out or save a copy of this contract for your records as *we will not save a copy for you.*

1 Introduction

- 1.1 If you buy goods on one of our sites you agree to be legally bound by this contract.
- 1.2 These terms and conditions apply only if you are buying goods on our site as a consumer (i.e. for purposes outside of your business, craft or profession). If you are buying goods in the course of business, our business terms and conditions apply to such purchases. Please contact us for details.
- 1.3 This contract is only available in English. No other languages will apply to this contract.
- 1.4 When buying any goods on our site you also agree to be legally bound by:
 - 1.4.1 our website terms and conditions;
 - 1.4.2 extra terms which may add to, or replace some of, this contract. This may happen for security, legal or regulatory reasons.
 - 1.4.3 specific terms which apply to certain goods. If you want to see these specific terms, please visit the relevant webpage for the goods.

All of the above documents form part of this contract as though set out in full here.

2 Information we give you

- 2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. This information is detailed in the 'Who are we?' section above.
- 2.2 The key information we give you by law forms part of this contract (as though it is set out in full here).
- 2.3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

3 Your privacy and personal information

3.1 Our **Privacy Policy** is available at <https://www.tyrebaydirect.com/privacy-policy/> and <https://www.tooltruck-uk.com/tooltruck-privacy-policy>

3.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

4 Ordering goods from us

4.1 Below, we set out how a legally binding contract between you and us is made.

4.2 You place an order on the site by completing the checkout process and paying for your goods. Please read and check your order carefully before submitting it. You will be able to correct any errors before submitting your order to us.

4.3 When you place your order at the end of the online checkout process (e.g. when you click on the 'Buy Now' button), we will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted by us.

4.4 We may contact you to say that we cannot accept your order. This is typically for the following reasons:

4.4.1 the goods are unavailable;

4.4.2 you are not allowed to buy the goods from us;

4.4.3 we are not allowed to sell the goods to you;

4.4.4 you have ordered too many goods; or

4.4.5 there has been a mistake on the pricing or description of the goods.

Under these circumstances we will contact you to discuss the situation and to arrange a refund as appropriate.

4.5 We will only accept your order when we email you to confirm this ("Confirmation Email"). At this point:

4.5.1 a legally binding contract will be in place between you and us; and

4.5.2 we will dispatch the goods to you.

4.6 You may not be able to buy certain goods because you are too young. These are set out on the relevant webpage for the goods.

5 Right to cancel

5.1 You have the right to cancel this contract at any point from when we dispatch the goods, until the date 14 days thereafter, without giving any reason.

- 5.2 The cancellation period will expire 14 days after the carrier, you, or a third party indicated by you acquires physical possession of the goods.
- 5.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by email to: cancellations@isn-europe.co.uk, or by using the cancellation form available on our website here: <https://www.tyrebaydirect.com/order-cancellation-form/>, which you can fill in electronically and submit online. If you use this option, you will receive immediate online acknowledgement.
- 5.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

6 Effects of cancellation

- 6.1 If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
- 6.2 We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.
- 6.3 We will make the reimbursement without undue delay, and not later than:
- 6.3.1 14 days after the day we received back from you any goods supplied; or
 - 6.3.2 (if earlier) 14 days after the day you provide evidence that you have returned the goods; or
 - 6.3.3 if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.
- 6.4 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 6.5 We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.
- 6.6 If you have received goods:
- 6.6.1 we will collect the goods or you should send back the goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired;
 - 6.6.2 you will have to bear the direct cost of returning the goods, unless we agree otherwise in advance and
 - 6.6.3 you are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

7 Delivery

- 7.1 We use a number of specialist companies to deliver our goods. For information on delivery options and costs, visit our webpage <https://www.tyrebaydirect.com/delivery-policy/>.
- 7.2 The estimated date for delivery of the goods is set out in the Confirmation Email (see clause 4.5).
- 7.3 If something happens which is outside of our control and affects the estimated date of delivery, we will provide you with a revised estimated date for delivery.
- 7.4 Delivery will take place at the address specified by you when you placed your order with us.
- 7.5 We cannot deliver the goods if we are unable to properly identify you. Please provide our driver with a form of ID (passport or photocard driving licence).
- 7.6 Unless you and we agree otherwise, if we cannot deliver your goods within 30 days of the date of your Confirmation Email, we will:
- 7.6.1 let you know;
 - 7.6.2 cancel your order; and
 - 7.6.3 give you a refund.
- 7.7 If nobody is available to take delivery, please contact us using the contact details at the top of this page.
- 7.8 You are responsible for the goods once they have been delivered to the address specified by you when you placed your order with us. In other words, the risk in the goods passes to you when you take, or a third party notified by you takes, possession of the goods.
- 7.9 We do not make deliveries to any addresses outside of the UK unless otherwise agreed.
- 7.10 We may deliver your goods in instalments if they are stored in different locations. This will not affect your delivery charges but may result in you receiving more than one delivery.
- 7.11 If applicable, delivery charges will be clearly displayed at checkout, when placing your order.
- 7.12 If an expected delivery is not received, it is the responsibility of the customer to advise the company within 48 hours of the expected delivery date, so that the issue can be investigated with the carrier.

8 Discrepancies

It is the responsibility of the customer to check delivered products against delivery notes/orders and to advise us of any discrepancy as soon as possible (and no more than 14 days) after delivery. If notification is not received, payment for the full invoice amount will become due on the due date.

9 Returns

- 9.1 Returns should be sent with a Goods Return Note form, which is available on request.

- 9.2 Returns of goods supplied against your orders will only be credited if returned in a saleable condition.
- 9.3 On return of goods where you have ordered in error, or purchased on behalf of someone else in error, or simply changed your mind, we will not refund/credit any carriage incurred during the dispatch or return of the goods. We will not be held responsible for items damaged or lost whilst being returned to us unless a collection was arranged by us using our chosen courier.
- 9.4 No credit will be issued against discontinued or obsolete goods.
- 9.5 Special Order Products (as identified in the order) are non-returnable.
- 9.6 This Returns Policy does not affect your statutory rights.

10 Payment

- 10.1 We accept payment through Paypal Commerce, which accepts payment from all major credit cards, as well as debit cards and bank accounts. You can use Visa, Mastercard and American Express cards with PayPal, provided they have a registered billing address..
- 10.2 We will do all that we reasonably can to ensure that all of the information you give us when paying for the goods is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy (see clause 3) or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.
- 10.3 Your credit card or debit card will only be charged when the goods are dispatched.
- 10.4 All payments by credit card or debit card need to be authorised by the relevant card issuer. We may also need to use extra security steps via:
- 10.4.1 Verified by Visa: <https://www.visa.co.uk/pay-with-visa/featured-technologies/visa-secure.html>
- 10.4.2 Mastercard®SecureCode™: <https://www.mastercard.co.uk/en-gb/personal/safety-security/identity-check.html> or
- 10.4.3 American Express SafeKey: <https://www.americanexpress.com/icc/safekey.html>
- 10.5 If your payment is not received by us and you have already received the goods, you must:
- 10.5.1 pay for such goods as soon as possible and in any case within 7 days; or
- 10.5.2 return them to us as soon as possible and in any case within 14 days. If so, you must keep the goods in your possession, take reasonable care of them (including ensuring that you follow any instructions or manuals given with the goods) and not use them before you return them to us.
- 10.6 If you do not pay for the goods and fail to return them in accordance with clause 10.5, we may collect the goods from you at your expense. We will try to contact you to let you know if we intend to do this.

10.7 Nothing in this clause affects your legal rights to cancel the contract during the cancellation period as set out in clauses 5 and 6.

10.8 All prices are in pounds sterling (£)(GBP) and include VAT at the applicable rate, but, in the case of Tyre Bay Direct, exclude delivery charges. For information on delivery options and costs, visit our webpage <https://www.tyrebaydirect.com/delivery-policy/>.

11 Nature of the goods

11.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'). The goods that we provide to you must be as described, fit for purpose and of satisfactory quality.

11.2 We are under a legal duty to supply you with goods that are in conformity with this contract.

11.3 The packaging of the goods may be different from that shown on the site.

11.4 While we try to make sure that:

11.4.1 all weights, sizes and measurements set out on the site are as accurate as possible, there may be small tolerances.

11.4.2 the colours of our goods are displayed accurately on the site, the actual colours that you see on your device may vary depending on the device that you use.

11.5 Any goods sold at discount prices, as remnants or as substandard will be identified and sold as such. Please check that they are of a satisfactory quality for their intended use.

11.6 If we can't supply certain goods, we may need to substitute them with alternative goods of equal or better standard and value. In this case:

11.6.1 we will let you know if we intend to do this but this may not always be possible; and

11.6.2 you can refuse to accept such substitutes, in which case we will offer you a refund or a replacement and let you know how long such an offer remains open for.

12 Faulty goods

12.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at the top of this page. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:

12.1.1 visit our webpage <https://www.tyrebaydirect.com> or <https://www.tooltruck-uk.com> ;

12.1.2 contact us using the contact details at the top of this page; or

12.1.3 visit the Citizens Advice website www.citizensadvice.org.uk or call 0808 223 1133.

12.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

12.3 If your goods are faulty, please contact us using the contact details at the top of this page.

13 End of the contract

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

14 Limitation on our liability

14.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury caused by our negligence or for fraud) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

14.1.1 losses that were not foreseeable to you and us when the contract was formed;

14.1.2 losses that were not caused by any breach on our part;

14.1.3 business losses; or

14.1.4 losses to non-consumers.

15 Third party rights

No one other than a party to this contract has any right to enforce any term of this contract. However, if a person acquires the goods lawfully from you, you may transfer our guarantee to that person. This also applies where we have provided services in respect of an item you have transferred.

16 Disputes

16.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the goods you ordered, our service to you or any other matter, please contact us as soon as possible using the contact details set out at the top of this page.

16.2 If a dispute cannot be resolved in accordance with our Complaint Handling Policy or you are unhappy with the outcome, you may want to use alternative dispute resolution (**ADR**). ADR is a process for resolving disputes between you and us that does not involve going to court.

16.3 You can submit your dispute to any suitable, approved ADR provider, see the Chartered Trading Standards Institute website: <https://www.tradingstandards.uk/consumers/adr-approved-bodies>.

16.4 If you do not wish to use ADR or are unhappy with the outcome of ADR, you can still bring court proceedings.

16.5 Relevant United Kingdom (England and Wales/ Scotland/ N Ireland) law will apply to this contract, depending where you live. If you want to take court proceedings, the courts of the region of the United Kingdom in which you live will have non-exclusive jurisdiction in relation to this contract.