

## TIC TAC WHEELS TERMS & CONDITIONS

By using the Tic Tac Wheels Website and ordering our products through us, you agree to abide by these Terms and Conditions.

Anyone is entitled to view and use this website for their own purposes provided that it is used for information purposes only and no material on this website is reproduced for commercial purposes.

### Linking

This website does not contain links to third party websites.

### Contract with You

The submission of your order and its acceptance by Tic Tac Wheels (who is a sole trader) and/or us constitutes a contract of sale between Tic Tac Wheels and/or us and you. The contract comprises your order details, these sale terms and includes an obligation on you to pay for the products you have ordered.

As such, your contact details will be held by both us and Tic Tac Wheels in accordance with our

### Privacy Policy.

If we have to contact you, we will do so by telephone or by writing to you at the postal address or email address you provided to us.

### Deliveries

Tic Tac Wheels delivers orders Worldwide.

### Payment

We accept the following methods of payment:

Visa; MasterCard; Maestro which can also be used in conjunction with or independently of Paypal

The price of the products (which includes VAT) will be the price indicated on the order pages. We take reasonable care to ensure that the price of the product given on our site is correct. Sometimes, despite our best efforts, some of the products may be priced incorrectly. If the product's price at your order date is higher than the price stated to you, we will contact you for further instructions before processing your order.

### Terms and Conditions

Every effort is made to ensure that the information contained on the website is correct at the time of going to press and, whilst we try to ensure that we hold everything in stock, all product is subject to availability.

We will endeavour to deliver the products you have ordered within our stated target delivery dates all of which are indicated on the website and can be altered when necessary.

We reserve the right to cancel orders for any products for any reason. If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, or because we have identified an error in the price or description of the product or because we have not been able to obtain authorisation for your payment.

The total price includes delivery as stated on the website. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

If no one is available at your address to take delivery, the courier will leave you a note informing you of how to rearrange delivery or collect the products from a local depot. If you do not collect the products from the courier as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further

instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract.

We have a legal duty to supply goods to you that are in conformity with the contract. By law your products must correspond with their description and any sample by reference to which they were ordered. They must also be of satisfactory quality and be reasonably fit for the purposes for which such goods are normally used or for which you informed the seller that you wanted them.

The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products.

Your product may vary slightly from those images. If for any reason you are not satisfied with your purchase, Tic Tac Wheels will gladly replace the item or refund your monies in full if you cancel and return the goods in accordance with your Right of Cancellation (see below).

### Total Satisfaction/Complaints

We are sure you will be satisfied with your purchase. If not totally satisfied however, or if you have any questions or complaints, please contact Tic Tac Wheels at [TicTacWheels@hotmail.com](mailto:TicTacWheels@hotmail.com)

In accordance with our aim of total customer satisfaction, we will acknowledge any complaint within two working days and will seek to resolve it as soon as possible thereafter.

Each complaint will be dealt with and resolved at the discretion of Tic Tac Wheels as each case will be considered on an individual basis.

### Faults/Damage/Defects

Upon receipt of your wheel, ensure you check the item thoroughly before use as it cannot be returned or exchanged thereafter due to health and safety reasons.

Upon receipt of your wheel, if you find a fault, defect or alternatively if it has been damaged in some way, including whilst in shipping then you MUST NOT use the wheel AT ALL otherwise this will void any replacement or refunds.

You must not dismantle the wheel AT ALL unless instructed to do so by correspondence by Tic Tac Wheels, otherwise this will void any returns, refunds or exchanges.

You must report any such matters within the specified period as indicated in Total Satisfaction/ Complaints section otherwise we cannot offer a replacement or refund.

### Right of Cancellation

Tic Tac Wheels provides the following rights:-

- You may cancel your order at any time before the product(s) is/are despatched to you. You will also have an opportunity to examine the products that you have ordered after they have been delivered to you and if for any reason you are not satisfied with your purchase and give us notice within 3 days of the delivery of the products to you that you wish to cancel your order then, provided that you return the products to us at Tic Tac Wheels, within 7 days from the date of your cancellation notice, then we will provide a refund to you. You will not incur any charges for that refund and the same means of payment will be used as you used for your payment.
- If you reject the products for any reason other than damage to or a defect in the products, you must pay the cost of returning the products to us and you will be responsible for their safety during transportation, so we recommend that you return products to us by Recorded or Special Delivery. If you do not return the products to us, we will be entitled to deduct the cost of recovering the products from the sums we refund to you.
- If the products are returned by you for any reason other than damage to or a defect in the products and they have suffered any reduction in their value as a result of handling beyond what is necessary to establish the nature, characteristics and functioning of the products then you will be charged for that diminution in value and that charge will be deducted from your refund.
- Please note that personalised or bespoke products are not exchangeable or refundable.

- This guarantee is in addition to and does not affect your legal rights, including any rights in relation to the return, replacement or repair of any defective or damaged goods after the 7day guarantee period.

### What You Cannot Send Back

Unfortunately, some of our products are non-cancellable and non-refundable:

- Anything that's made to your specific requirements (ie: outside of standard customisation options offered by us to all customers), is personalised or otherwise cannot be resold due to a bespoke element;

To avoid disappointment, please check whether an item is cancellable or non-cancellable before ordering.

We are sorry that we cannot offer refunds or exchanges for products which have been personalised, unless the products are faulty or are not as described.

### Copyright and Trade Marks

Unauthorised use of the materials, including reproduction, modification or distribution without Tic Tac Wheels prior consent is strictly prohibited.

The Tic Tac Wheels name and logo and all related product and service names may not be used without prior written consent.

### Disclaimer

Tic Tac Wheels takes reasonable steps to exclude computer viruses from its website but it cannot guarantee their exclusion. You are advised to take appropriate precautions before downloading any information from this website. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it. We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with (a) use of, or inability to use, our site; or (b) use of or reliance on any content displayed on our site.

Please note that we only provide our online ordering site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Nothing in these Website Terms and Conditions shall exclude Tic Tac Wheels liability for death or personal injury resulting from its negligence.

We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the Website.

### General

Tic Tac Wheels reserves the right to amend these Website Terms and Conditions at any time.

If any part of these Website Terms and Conditions are held to be invalid or unenforceable, the validity or enforceability of the remaining provisions shall remain in full force and effect.

Nobody else has any rights under this contract. This contract is between you and Tic Tac Wheels.

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

These Website Terms and Conditions are governed by the law of England and Wales and you can bring legal proceedings in respect of the products in the English courts.

If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts.

If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

Please address all queries to: [TicTacWheels@hotmail.com](mailto:TicTacWheels@hotmail.com)