

WEBSITE TERMS OF USE

INFORMATION ABOUT US

This website (our “**website**”) is operated by Colewood Automotive Limited (“Colewood”) for and on behalf of Allstar Business Solutions Limited. References in these Terms of Use (“terms”) to “we”, “our” or “us” are references to Colewood. Colewood is a limited company registered in England and Wales under company number 10828348 and have its registered office at Colewood House, Building 1, Kingfisher Court, Bowesfield, Stockton on Tees, TS18 3EX.

We refer in these terms to “**you**” or “**your**”, which means a user or viewer of our website. These terms set out the rules for using our website.

Please read these terms carefully before you start using our website. We recommend that you print a copy of these terms so that you can look at them later.

By using our website you acknowledge and agree that you will abide by these rules and comply with these terms. If you do not agree to these terms you must stop using our website.

To contact us please email support@servicepointtyres.co.uk

OTHER TERMS THAT MAY APPLY TO YOU BY USING OUR WEBSITE

These terms also incorporate, our [Privacy Policy](#), which tells you about how we use any personal data that we collect from you or that you provide to us. This also includes information about the cookies that we use on our website.

These terms do not apply to the provision of any goods or services that you may decide to purchase following your use of our website. If you do purchase any such goods or services, these will be provided by third-parties under and subject to, separate terms and conditions which should be made available to you by the relevant third party.

ACCESSING OUR WEBSITE

We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. Access to our website is permitted on a temporary basis, and we reserve the right to withdraw, suspend or amend our website and any comparison or other services we provide through our website without notice. We will not be liable if, for any reason, our website or any services are unavailable at any time or for any period.

From time to time, we may restrict access to all or some parts of our website to our website users.

When using our website you must comply with any conditions or policies regarding acceptable use that we notify to you.

You are responsible for making all arrangements necessary for you to have access to our website. You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms, and that they comply with them.

OUR WEBSITE IS ONLY FOR BUSINESS USERS IN THE UNITED KINGDOM

Our website is directed to business users residing in the United Kingdom. We do not intentionally offer services through our website to consumers. We do not represent that content available on or through our website is appropriate for use or available in other locations.

Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

TRANSACTIONS CONCLUDED THROUGH OUR WEBSITE

Contracts for the supply of goods or services formed through our website or as a result of visits made by you are governed by Allstar Business Solutions Limited’s ServicePoint terms and conditions available on ServicePoint portal.

When entering a competition, you shall be subject to any further guidelines and rules applicable to such services which may be posted by us from time to time.

INTELLECTUAL PROPERTY RIGHTS

Allstar Business Solutions Limited are the owner of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our website for your personal reference and use, and you may draw the attention of others within your organisation to material posted on our website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of material on our website must always be acknowledged.

You must not use any part of the materials on our website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

RELIANCE ON INFORMATION POSTED

Commentary, content and other materials posted on our website are provided for general information only and are not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action (including purchasing any goods or services) on the basis of the content on our website.

We make no representations, warranties or guarantees, whether express or implied, that the commentary, content and other materials on our website is accurate, complete and/or up to date.

We therefore disclaim all liability and responsibility arising from any reliance placed on such commentary, content or other materials by you or any other visitor to our website, or by anyone who may be informed of any of its contents.

OUR WEBSITE CHANGES REGULARLY

We aim to update our website regularly, and may change the content at any time. If the need arises, we may suspend access to all or any part of our website, or close it indefinitely. Any of the material on our website may be out of date at any given time, and we are under no obligation to update such material.

We encourage you to check these terms each time you are using our website to check that you understand the terms and still agree to them. We may also change or update our website from time to time, which may include any of our website content or resources, or updating or changing information about the events listed on our website.

We might make changes to these terms, or changes or updates to our website, to take into account any changes in our or our users' needs. If we make any major changes, we aim to tell you about these changes by updating these terms.

Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

PROHIBITED USES

You may use our website only for lawful purposes. You may not use our website:

- a) in any way that breaches any applicable local, national or international law or regulation;
- b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- c) for the purpose of harming or attempting to harm minors in any way;
- d) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (see below);
- e) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); nor
- f) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;

- g) as a means to threaten, stalk, harass, abuse, or otherwise insult other users or to collect or store personal data about other users;
- h) in a manner which constitutes a violation or infringement of any person, firm or company's rights (including, but not limited to, rights of copyright or confidentiality);
- i) to transmit any material for the purposes of publicity, promotion and/or advertising without our prior written consent unless such transmission has been specifically requested by another user of the services;
- j) to transmit, upload, post or otherwise make available any solicited or unauthorised advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any duplicative or unsolicited messages;
- k) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (see below);
- l) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); nor
- m) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- a) Not to reproduce, duplicate, copy or re-sell any part of our website in contravention of the provisions of our terms of website use; and
- b) Not to access without authority, interfere with, damage or disrupt:
 - (i) any part of our website;
 - (ii) any equipment or network on which our website is stored;
 - (iii) any software used in the provision of our website; or
 - (iv) any equipment or network or software owned or used by any third party.

SUSPENSION

We shall have the right to immediately suspend your access to the website and/or services if you commit a breach of these terms of use.

OUR LIABILITY

The material displayed on our website is provided without any guarantees, conditions or warranties as to its accuracy.

To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- a) All conditions, warranties, representations and other terms which might otherwise be implied by statute, common law or the law of equity in connection with our website or any content on it;
- b) Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our website or in connection with the use, inability to use, or results of the use of our website, any websites linked to them and any materials posted on them;
- c) Any liability 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 use of, or inability to use, our website; or use of or reliance on any content displayed on our website.

In particular, we will not be liable for any:

- a) loss of sales, income or revenue;
- b) loss of business;
- c) business interruption;
- d) loss of profits or contracts;
- e) loss of anticipated savings;
- f) loss of data;
- g) loss of business opportunity, goodwill or reputation;
- h) wasted management or office time; and
- i) other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

INFORMATION ABOUT YOU AND YOUR VISITS TO OUR WEBSITE

We process information about you in accordance with our Privacy Policy as set out on our website. You warrant that any and all data provided by you through our website is complete and accurate to the best of your knowledge and belief.

VIRUSES, HACKING AND OTHER OFFENCES

We do not guarantee that our website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our website. You should use your own virus protection software.

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website.

You must not attack our website via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or to your downloading of any material posted on it, or on any website linked to it.

INTERACTIVE SERVICES

We may from time to time provide interactive services on our website, including, without limitation:

- a) Chat rooms.

(“interactive services”)

Where we do provide any interactive services, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our website, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our website, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not fool proof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

LINKING TO OUR WEBSITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our website from any website that is not owned by you.

Our website must not be framed on any other site, nor may you create a link to any part of our website other than the home page. We reserve the right to withdraw linking permission without notice. The site from which you are linking must comply in all respects with the content standards set out in these terms.

If you wish to make any use of material on our website other than that set out above, please address your request to Marketing Department, Marketing Department, Heath Farm, Hampton Lane, Meriden, West Midlands, CV7 7LL.

LINKS FROM OUR WEBSITE

Where our website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked sites or information you may obtain from them. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

BREACH OF THIS POLICY

When we consider that a breach of these terms has occurred, we may take such action as we deem appropriate.

Failure to comply with this policy constitutes a material breach of the terms of use upon which you are permitted to use our website, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our website;
- immediate, temporary or permanent removal of any contribution uploaded by you to our website;
- issue a warning to you;
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against you; and
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of these terms. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

JURISDICTION AND APPLICABLE LAW

These terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. You and we agree that the courts of England will deal exclusively with any dispute arising out of, or in connection with, these terms.

THE NETWORK AND INFORMATION SYSTEMS REGULATIONS 2018

Please note that our website is not classed as an 'online marketplace' as defined in the Network and Information Systems Regulations 2018.