

Pay Monthly tyres

SUBSCRIPTION TERMS AND CONDITIONS

By agreeing to subscribe to the Driverhelpline Ltd.'s Pay Monthly Tyres , you will be entering into a legally binding contract with Driverhelpline Ltd t/a/ Pay Monthly Tyres (Company Registration Number 03674429), whose VAT number is 678 2219 10, and whose registered office address is Haydock House, Pleckgate Road, Blackburn, BB1 8QW, ('Pay Monthly Tyres ' 'we' 'us') for the supply of products and services ('Products' and 'Services') pursuant to the subscription (the 'Subscription'). The Subscription, and the Products and Services supplied pursuant to the Subscription, are supplied by Pay Monthly Tyres subject to the following terms and conditions and it is important that you read these before contracting with Pay Monthly Tyres so that you understand your rights and obligations.

For the avoidance of doubt, the Pay Monthly Tyres subscription is not an insurance product or an extension of credit.

1 HOW TO CONTACT US

- (a) e-mail hello@paymonthlytyres.co.uk
- (b) call customer service on 01254 244244
- (c) write to us at our head office: Pay Monthly Tyres Ltd, Haydock House, Pleckgate Road, Blackburn, BB1 8QW

2 YOUR SUBSCRIPTION

- 2.1 **Indicative Quotation:** When requesting a quotation for a Subscription via our website or app, we will ask for several details about you, your vehicle and driving habits. We will then provide you with an indicative quotation for a Subscription, which will be subject to change following the initial health check described at paragraph 2.2 below.
- 2.2 **Initial Health Check:** Unless we agree otherwise, before we can provide a final quotation for a Subscription, we will need to carry out an initial free of charge tyre health check on your vehicle at one of our network sites. This will include checking your vehicle's tyre tread depth and brand. The results of the initial health check, including the condition and brand of your tyres, will be taken into account when providing your final quotation. If your vehicle does not hold a valid MOT or we do not consider your vehicle or tyres to be in a satisfactory or safe condition (at our discretion), then we will be unable to proceed and provide a final quotation for a Subscription unless you rectify this. If this can be rectified by replacing tyres, we will provide a quotation to replace these tyres as part of our final quotation. If we are able to assist with any other rectification measures, we will provide a quote subject to our [Terms and Conditions of Sale](#) and to any discount from time to time offered to our then-standard rates for pre-Subscription Products and Services. For example, should the vehicle not have a valid MOT then we will offer an MOT prior to sign-up outside of the Subscription.
- 2.3 **Quotation Confirmation or Revision:** Following satisfactory completion of our initial tyre health check, we will provide you with a final quotation by email or through our website or app. For the avoidance of doubt, this may be higher or lower than our indicative quotation. Our final quotation will include the monthly price and term of the Subscription, what Products and Services it will cover, plus an initial fee if any new tyres are required on sign-up and the relevant administration fee. All quotations are valid for 14 days from the date of issue, If there has been a material change in the condition of the vehicle during the applicable validity period for the quotation, the quotation will no longer be valid. You can ask us to refresh an expired quotation through our website or app, but we may need to carry out an additional health check on your vehicle to do so.
- 2.4 **Wear Rates:** At the time of quotation Pay Monthly Tyres will provide you with an expected wear rate per axle, this is the expected life of the tyres on that axle being the average taken from our experience of your particular vehicle, Pay Monthly Tyres reserve the right to amend the monthly subscription if you wear your tyres by more than 10% quicker than that wear rate, Pay Monthly Tyres may also reduce your monthly subscription price if you wear your tyres by less than 10% of that wear rate.
- 2.5 **Excess Mileage:** At the time of quotation Pay Monthly Tyres will provide you with an excess mileage rate, this is the rate that Pay Monthly Tyres will charge for miles driven beyond the original contract mileage, we will require at least one mileage reading per annum by either an entry into the app or website or taken by the servicing centre on a tyre change or inspection. We reserve the right to amend the subscription monthly payment if the calculated mileage indicates that you are going to cover more miles during the contract than originally stated. We also reserve the right to charge for any excess mileage at the end of the contract from an electronic date stamped photograph of the mileometer, if you do provide proof of mileage the calculation will be calculated on a pro rata basis from the last mileage reading taken and the relevant mileage will become chargeable. Excess mileage is calculated and stated on the contract. Actual mileage minus contract mileage equals excess mileage. A 10% discount will be applied to the total excess mileage charge then divided by the remaining months in the contract and added to the monthly subscription charge.
- 2.6 **Confirmation of Subscription:** Acceptance of your Subscription will take place when you accept our final quotation issued after the initial health check and we email you confirmation of your Subscription, at which point a contract will come into existence between you and Pay Monthly Tyres . If Pay Monthly Tyres is unable to accept your Subscription, we will inform you of this in writing (which may include via email).
- 2.7 **Initial Tyre Fitting:** Once your Subscription is confirmed, and you have paid the upfront tyre cost, the first monthly price payment and the relevant administration fee, then any new tyres which are subject to the initial fee can be fitted. This can be booked at our approved partner site (section six below), in accordance with our Terms and Conditions of Sale.
- 2.8 **Refusal to Accept Subscription:** Pay Monthly Tyres retains the right to refuse to accept your Subscription solely at its discretion. This might be because of unexpected limits on Pay Monthly Tyre's resources or concerns about your financial position. If there is concern that there is an attempt to sign up to a Subscription dishonestly, fraudulently, by impersonating someone else or by attempting to use payment details which have been stolen, we will carry out additional checks and if appropriate involve external authorities.

3 PRICE

- 3.1 **Price:** The monthly price of the Subscription will be provided in your quotation. This price will be in pounds sterling and be inclusive of VAT. For business users VAT will be shown. If applicable, an initial fee will also be provided in the quotation. The initial fee will only be provided if new tyres are required on sign-up. The administration fee will be added to the initial payment.
- 3.2 **Incorrect Pricing:** Incorrect Pricing: Despite our best efforts, the price provided in your quotation may sometimes be incorrect. As part of our acceptance procedures, we check the prices included in your quotation. Should your quotation be incorrect we may, at our discretion, contact you for your wishes in relation to your Subscription, or reject your Subscription and notify you of the rejection.
- 3.3 **Registration Data:** Our prices are driven from a registration number, occasionally our data provided can either not find the relevant vehicle or supply us with the incorrect vehicle, if this is the case the quote provided will be invalid and we will need to produce an alternate manual quote which we will forward to you.

- 3.4 **Price Changes:** We may adjust the monthly price of the Subscription up to once in each year of the term of your Subscription to reflect percentage increases in the Consumer Prices Index during the previous year. We shall give you at least one month's prior notice in writing of proposed changes. We may also adjust the monthly price of the Subscription at any time to reflect any cost increases we suffer due to changes in legislation (such as if the tyre disposal tax increases), by giving reasonable notice to you. If you do not agree with any price change, you may cancel your Subscription under this contract in accordance with paragraph 19, giving one month's notice, any subscription payments due within this month will be payable.
- 3.5 **VAT:** Pay Monthly Tyres shall also be entitled to adjust the price payable by you to reflect any subsequent changes to the rate of VAT.
- 3.6 **Payment Method:** You must provide us with a current, valid, accepted method of payment such as a debit or credit card (your 'Payment Method'). You are responsible for notifying us of any changes to your Payment Method and to provide a replacement Payment Method if your current Payment Method expires or contains insufficient funds.
- 3.7 **Payment Authorisation:** You authorise us to charge any upfront tyre cost, administration fee plus the first monthly payment on sign-up, and the monthly price during the term of your Subscription, to your Payment Method. You will be charged on the date of each month on which your Subscription was accepted or, where this date falls on a weekend, on the nearest working day. In some cases, your payment date may change. For some Payment Methods, the issuer may charge you certain fees relating to the processing of your Payment Method. Check with your Payment Method service provider for details. In certain circumstances, you may have the right to cancel this authorisation through your relevant bank and recover any sums paid in error.
- 3.8 **Documentation:** Invoices and VAT receipts will be provided on request. A summary of all transactions and charges will be visible in the "my account" area on our website and app or can be requested by contacting customer services.
- 3.9 **Non-Payment:** You remain responsible for any amounts we are unable to collect through your Payment Method. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise:
- (a) we may charge interest to you on the unsettled amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the payment due date until the date of actual payment of the overdue amount, whether before or after judgement.
 - (b) you authorise us to make up to three additional attempts to collect unsettled amounts through the Payment Method you have provided.
 - (c) we may suspend your access to our Products and Services until we have successfully charged a valid Payment Method; and/or
 - (d) we may terminate your Subscription if a payment is not successfully settled within 30 days of us first notifying you of your non-payment.

We may also contact you, including via notifications on our app/website, email and post, in relation to your non-payment where necessary.

- 3.10 **Ownership of Goods:** The ownership of Products shall pass from Pay Monthly Tyres to you when they are fitted on your vehicle, subject to all due payments under your Subscription being settled at that date.
- 3.11 **Locale:** Subscriptions may only be made by residents of, and/or individuals located in, the United Kingdom. Geographical restrictions may also apply from time to time. All Products and Services provided pursuant to the Subscription are either carried out at one of our centres in the UK or by one of our mobile fitting vehicles at the location agreed by Pay Monthly Tyres. Mobile fittings, health checks, alignment and MOT tests may not be available in some locations.

4 PRODUCTS AND SERVICES

- 4.1 **In centre service (MOT bookings):** specific times may be booked for MOTs. If you have selected a specific time, please be punctual or our ability to offer the MOT on that day may be impacted. Please observe the following:
- (a) For morning MOT tests, your vehicle should be with us by 9am.
 - (b) For afternoon MOT tests, your vehicle should be with us by 1pm.
- 4.2 **MOT tests:** Where MOT tests are included in your Subscription, your Subscription shall cover your MOT test and re-test (if required) but shall not cover any required repair work. Where we are able to assist with the repair work, any quotations we provide will be subject to our [Terms and Conditions of Sale](#) and to any discount from time to time offered to our then-standard rates for Products and Services, through your Subscription or otherwise.
- 4.3 **In centre service (service bookings):** specific times may be booked for servicing. If you have selected a specific time, please be punctual or our ability to offer the service on that day may be impacted. Please observe that, for servicing, your vehicle should be with the service centre by 9am.
- 4.4 **Mobile service bookings:** if you have ordered tyres for fitting by a Pay Monthly Tyres mobile van, on the day of your booking, our mobile technician will call you when they are on the way to your location. Fitting appointments offered by mobile units are morning (08:30 - 13:00), afternoon (12:00 - 17:30), evening (17:30 - 20:30), daytime (08:30 - 17:30) or anytime (08:30 - 20:30) slots. Slot availability is dependent on location. The fitting of tyres or wheels to your vehicle will be subject to a visual inspection of your vehicle, wheels and tyres prior to the work starting. This ensures the correct tyre and wheel specifications have been selected for your vehicle.
- We will do our best to ensure that our mobile unit arrives with you during the agreed time period and to complete the work within the estimated time given to you, however, we cannot guarantee the time of the booking. We will inform you as soon as reasonably practicable of any delays or complications.
- In relation to mobile service bookings, Pay Monthly Tyres will not be responsible or liable for any losses or damages suffered as a result of any minor delays or failures. In particular, Pay Monthly Tyres will not be liable for any delays caused by circumstances beyond its reasonable control, including but not limited to, adverse weather conditions, staff illness or a general market shortage of particular Products or parts.
- 4.5 **"My Car" Checks:** Unless agreed otherwise, your Subscription shall include a maximum of one health checks per vehicle per year of your Subscription, we will also provide the ability to complete a DIY car check via the app.
- 4.6 **Tyre Repairs and Replacements:** All tyre repair and replacements covered by your Subscription shall be carried out in accordance with Pay Monthly Tyres Fitment Policy, as amended from time to time, available at [Terms and Conditions of Sale](#). The Subscription shall not cover the repair or replacement of inflation systems, tyre foam solutions, TPMS sensors, TPMS valve stems or winter tyres. For the avoidance of doubt, the agreement does not cover roadside / breakdown recovery from tyre related issues. If required and applicable, we will provide a quote for such repair or replacement services subject to our [Terms and Conditions of Sale](#) and to any discount from time to time offered to our then-standard rates.

- 4.7 **Products:** Products may vary slightly from their pictures. The images of the Products on our website and app are for illustrative purposes only. Although we have made every effort to display the colours accurately, your Products may vary slightly from those images.
- 4.8 **Specification of Products and Services:** All Products supplied will correspond with any specification provided by our approved tyre supplier (Our Service Centres), be of satisfactory quality and fit for purpose. All Services will be performed by Our Service Centres using all reasonable skill, care and diligence. Pay Monthly Tyres may after the date of this contract make reasonable changes to the specification of any Products or Services where that is required to ensure compliance with any applicable law or code of practice and/or where those changes do not result in any reduction to the standard, quality or performance of the Products or Services in question or otherwise place you at any disadvantage.
- 4.9 **If there is a problem with the Product or Service:** We are under a legal duty to supply products that are in conformity with this contract. If you have a complaint and/or are not satisfied with the Products or Services you have been supplied with, please contact our customer service department using the contact details provided above. If, having contacted our customer service department, you are still not satisfied with the Products or Services received from us, please ask our customer service department for details of the Alternative Dispute Resolution Scheme that we participate in.

If you have purchased Products or Services from us online and wish to use the Online Dispute Resolution Platform, please use the following link: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>.

- 4.10 **Supply and Service Performance Dates:** Any dates for supply of the Products and/or performance of the Services are estimates only, and whilst Pay Monthly Tyres will always try to meet those dates it will not be liable for any minor delays or failures. In particular Pay Monthly Tyres will not be liable for any delays caused by circumstances beyond its reasonable control, including but not limited to, adverse weather conditions, staff illness or a general market shortage of particular Products or parts.
- 4.11 **Access to your vehicle:** Where you have requested mobile Services, you must be present at the address listed and at the agreed time. You must provide Pay Monthly Tyres with free and prompt access to your vehicle to enable us to deliver the Products and carry out the Services.

5 SUSPENSION OF WORK

Suspension of Work: If Pay Monthly Tyres suspends or delays the supply of any Products and/or the performance of any Services under the Subscription at your request or as a direct result of any breach by you of your obligations under this contract (for example, in the case of a mobile service, where you have failed to provide the correct address details, or you are not present at the address listed and at the agreed time) then, in addition to the price payable by you for the Subscription, Pay Monthly Tyres reserves the right to charge you a reasonable additional amount to cover any unavoidable, or irrecoverable costs and/or expenses incurred by Pay Monthly Tyres as a direct result of its suspension or delay in those circumstances.

6 APPROVED PARTNER SITES

The approved partner of Pay Monthly Tyres is currently Kwik Fit and Stapletons Tyre Services.

Pay Monthly Tyres may offer you the choice of booking a visit into an approved partner to receive Products or Services. We do this to add to the geographical coverage of our offering. In the event that we do offer the choice of booking a visit to an approved partner site:

- (a) the centre will be clearly shown online as being an approved partner of Pay Monthly Tyres.
- (b) we shall ensure that the standard of service offered to you in such partner centre is of the same high standard as in Kwik Fit branded outlets.
- (c) your contract for your Subscription will always be with Pay Monthly Tyres and any contact, or in the unlikely event of a complaint, should be directed to Pay Monthly Tyres; and
- (d) these terms and conditions will fully apply to all such contracts.

7 LIABILITY FOR DAMAGE

Damage to Products: Once any Products have been supplied, you will become liable for any loss or damage to those Products unless such loss or damage was caused by Pay Monthly Tyres itself.

8 FAIR USE

- 8.1 When you subscribe to Pay Monthly Tyres, the final quotation we provide to you will contain:
- (a) the annual mileage estimate that you have provided to us; and
 - (b) our estimated tyre wear rate.
 - (c) Our excess mileage pence per mile charge
- 8.2 For the avoidance of doubt, you will not be refunded if you do not consume the number of tyres we estimated during the term of your Subscription.
- 8.3 You must inform us promptly (either by contacting our customer service department using the contact details provided above or using your account on our website or app) if at any time during the term of your Subscription you believe that you will exceed the annual mileage estimate and/or the annual tyre consumption estimate.
- 8.4 If you inform us that you believe you will exceed the annual mileage estimate or we otherwise become aware that you are exceeding or are likely to exceed the annual mileage estimate or the annual tyre consumption estimate, then we reserve the right to:
- (a) apply a reasonable additional increase to the monthly price of the Subscription to reflect your actual usage compared to the usage we estimated; or
 - (b) if you do not wish to accept this increase in the monthly price of the Subscription, terminate your Subscription and/or your ability to request Products or Services pursuant to your Subscription. Where we terminate your Subscription in accordance with this paragraph 8.4(b), you may be required to pay the Early Termination Fee described in paragraph 19.3.
- 8.5 You must notify us promptly if you sell your vehicle or it is no longer in your possession or control, or of any other changes or updates to your vehicle, or any other details we hold about you during the term of your Subscription. For the avoidance of doubt the subscription is not transferrable to the new owner.

- 8.6 Although we acknowledge that your vehicle may be used for commuting and business travel, your vehicle must not be used as a tool of your trade or profession or for any other business or commercial purposes, such as taxis, couriers, food takeaway and delivery vehicles.
- 8.7 Your vehicle must be roadworthy and subject to a valid MOT at all times during the term of your Subscription.
- 8.8 You must not use your vehicle for participation in competitions (including practice), track days, racing, pace making, rallies, speed or duration tests or power testing.
- 8.9 You must not use your vehicle off-road.
- 8.10 You must not use your vehicle, or any Products or Services provided pursuant to your Subscription in any way that is unlawful or fraudulent.
- 8.11 You must ensure that your vehicle is not subject to any special modifications that we are not aware of when we provided our final quotation for your Subscription.
- 8.12 You must ensure that your vehicle tyres are aligned within our current tolerance limits and, if you become aware that your vehicle's tyres' alignment falls outside of our current tolerance limits, you must arrange for this to be fixed promptly, this can be arranged by us at an additional fee. It is your responsibility to stay safe.
- 8.13 You must perform regular under bonnet and safety checks on your vehicle including, without limitation, tyre pressure, oil, coolant and screenwash level checks.
- 8.14 You must ensure that health checks are carried out on your vehicle at least every six months during the term of your Subscription.
- 8.15 You must observe all recommended service intervals or checks for your vehicle.
- 8.16 Where you become aware of any damage to your vehicle, you must take steps to address this damage promptly.
- 8.17 You must use all reasonable endeavours to protect your vehicle from vandalism and any other damage.
- 8.18 If you breach any of your obligations under this paragraph 8 then we may suspend or terminate your Subscription immediately. Where we suspend your Subscription, we may require a satisfactory vehicle health check to be carried out on your Vehicle before the suspension is ceased.
- 8.19 To the extent permitted by law, Pay Monthly Tyres shall not be liable for and this Subscription shall not cover any damage to your vehicle which is caused by:
- (a) structural defects or weaknesses, unless that damage is caused as a direct result of a breach by Pay Monthly Tyres of this contract.
 - (b) fire, corrosion, accidental damage, water ingress, flooding, theft or attempted theft.
 - (c) any work or repairs carried out on the vehicle by any party other than Pay Monthly Tyres and its agents.
 - (d) the vehicle participating in competitions (including practice), track days, racing, pace making, rallies, speed or duration tests or power testing.
 - (e) the vehicle being used for commercial purposes; or
 - (f) any type of accident, misuse or any act or omission which is wilful, unlawful or negligent.

9 REMOVAL OF MATERIALS

Removal of Parts: removed parts will be disposed of by our Service Centre agents. Disposal will be in accordance with current environmental regulations and legislative requirements.

10 STORAGE CHARGES

Storage charges will be payable in addition to the price of your Subscription to Pay Monthly Tyres in relation to any abandoned vehicles or vehicles not collected from Pay Monthly Tyres for a period of 30 days following completion of Services undertaken by Pay Monthly Tyres on such vehicle.

11 MOVEMENT OF ONLINE BOOKINGS

Appointments for Products or Services can be rescheduled to an alternative date (subject to availability) provided one clear working day is allowed between rescheduling and the original appointment (e.g. appointments for Thursday can be rescheduled up to midnight on Tuesday).

12 PAY MONTHLY TYRES 'S RESPONSIBILITIES TO YOU

- 12.1 **Pay Monthly Tyres 's Responsibility for Death or Personal Injury:** Pay Monthly Tyres accepts full responsibility for any death or personal injury which may be caused: as a result of its negligence; by any breach of its obligations under this contract; and/or as a result of any other act or omission on the part of Pay Monthly Tyres and none of the limitations on the liability of Pay Monthly Tyres set out in this contract will apply to claims for death or personal injury for which Pay Monthly Tyres is responsible.
- 12.2 **Pay Monthly Tyres 's other Responsibilities to You:** If Pay Monthly Tyres breaches any of its obligations owed to you then Pay Monthly Tyres accepts responsibility for any loss or damage which you may suffer as a direct result of its breach and which was reasonably foreseeable on the date of confirmation of your Subscription. However, Pay Monthly Tyres does not accept any responsibility for loss or damage which is not caused as a direct result of its breach (including liability for any loss of earnings) or which was not reasonably foreseeable on the date of confirmation of your Subscription. Further, Pay Monthly Tyres does not accept responsibility for any loss or damage to the extent that it is caused as a direct result of you breaching any of your obligations under this contract and/or due to circumstances beyond its reasonable control.
- 12.3 **Allowing Pay Monthly Tyres the Opportunity to Put Things Right:** If you suffer any loss or damage for which Pay Monthly Tyres is responsible then you must afford Pay Monthly Tyres a reasonable opportunity to remedy the problem and you must take reasonable steps to minimise or avoid any loss or damage which you may suffer as a result of Pay Monthly Tyres 's breach of this contract. Pay Monthly Tyres will not be responsible for any loss or damage which you fail to afford it a reasonable opportunity to put right and/or which could have been avoided or minimised by you taking reasonable steps which you failed to take.

13 VARIATIONS, ASSIGNMENT AND TRANSFERS

- 13.1 **Variations:** Other than in the limited circumstances detailed in these terms and conditions where Pay Monthly Tyres may make certain unilateral changes, any variation to these terms and conditions will only be valid if agreed between you and Pay Monthly Tyres in writing.
- 13.2 **Assignment:** Pay Monthly Tyres may assign or sub-contract some or all of its rights and obligations under this contract from time to time but any such assignment or sub-contracting will only be in circumstances which do not prejudice your rights under this contract.
- 13.3 **Non-Transferable:** Your Subscription is non-transferable. If you wish to end your Subscription during the term, then you will need to cancel your Subscription in accordance with paragraphs 17-20 of these terms and conditions.

14 GUARANTEES

- 14.1 The guarantees provided by Pay Monthly Tyres as set out in our [Terms and Conditions of Sale](#) apply from the date of the relevant Product or Service being provided to you. Guarantees are not transferable and only apply to the person who made the original purchase. Please ensure you retain your invoice, as proof of purchase is necessary before work can be carried out under the guarantees.
- 14.2 All Pay Monthly Tyres guarantees are in addition to your statutory rights.
- 14.3 You must notify Pay Monthly Tyres of any guarantee claim as soon as reasonably possible after becoming aware of the fault or issue in question. Take your vehicle or part to any Service centre together with your guarantee, your original receipt and any other paperwork provided to you. Please be sure to keep your original paperwork safe as a failure to produce this could impact on your ability to claim.

15 TRADEMARKS

- 15.1 All trademarks, service marks, and trade names that appear on our website and app are proprietary to Pay Monthly Tyres Limited, companies within its group, or other respective owners. Trademarks should not be copied without the prior written permission of Pay Monthly Tyres.
- 15.2 We are the owner or the licensee of all intellectual property rights in our site, 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 site for your personal use and you may draw the attention of others within your organisation to content posted on our site. 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 content on our site must always be acknowledged. You must not use any part of the content on our site 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 site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

16 DATA PROTECTION

Where you provide your personal data to us or we otherwise process personal data about you in connection with these terms and conditions, your Subscription or the provision of Products or Services, we shall process your personal data in accordance with the Pay Monthly Tyres Privacy Policy. The Pay Monthly Tyres Privacy Policy is accessible at https://paymonthlytyres.com/docs/Privacy_GDPR_Policy.pdf.

- 17 **EXTENDING THE CONTRACT:** The subscription can, subject to Company approval, be informally extended up to five months, a new tyre health check must be carried out. Extensions over five months will be subject to a formal contract remodel. Vehicles must not exceed 15 years old or 150000 miles by the end of contract

18 TERMINATION OF THIS CONTRACT

- 18.1 Unless terminated earlier in accordance with its provisions, your Subscription under this contract will automatically continue for an agreed term, at the end of which it shall automatically terminate. This term will be agreed by you during the sign-up process and will be set out in the final quotation. Prior to the end of the agreed term, we may provide you with a new indicative quotation for a new Subscription.
- 18.2 You may immediately terminate your Subscription with one month's notice if your vehicle is sold, written-off or otherwise no longer in your possession or control, subject to your payment of the notice fee and any Early Termination Fee described in paragraph 19.3.
- 18.3 The Subscription will also automatically terminate on your death.
- 18.4 Any termination of your Subscription under this contract will not affect any claim, cause of action or liability which may have arisen before the date of termination.
- 18.5 If we suspect you are acting fraudulently or dishonestly in any way when requesting Products or Services pursuant to your Subscription, we may suspend and/or terminate your Subscription and this contract. We also reserve the right to report suspected fraudulent activities to the appropriate authorities and seek compensation.

19 CANCELLATION AND REFUND

- 19.1 You can cancel your Subscription under this contract at any time during the agreed term.
- 19.2 If you decide to cancel this contract during the "cooling off period" of up to 14 days after the day on which we confirm your Subscription and we have not supplied any Products or Services to you, we will refund any charges you have already paid for your Subscription except the documentation fee.
- 19.3 If you decide to cancel this contract during the agreed term (including the cooling off period), after we have supplied any Products and Services to you, fitted any tyres which you have paid an initial fee for and/or you have received a discount on any pre-Subscription Products and Services as described in paragraph 2.2, we reserve the right to charge you for any Products, Services and tyres supplied and/or any discount you received on those Products and Services minus any charges you have already paid for your Subscription (the **Early Termination Fee**).
- 19.4 . EARLY TERMINATION
- 19.5 Provided the Customer has observed and fulfilled all the terms and conditions of this Agreement the Customer may terminate the contract prior to the expiry of the term on payment to the Company the following sums:
- 19.6 If no tyres have been fitted one month's subscription

- 19.7 If any tyres have been fitted all rentals which have fallen due between the date of termination and the expiry of the term less an allowance of 50%.
- 19.8 The company reserve the right to terminate this contract should the customer fail to settle outstanding invoices owed to the company either relating to this contract or other services provided by the company. Should this become necessary then the same termination will apply as to clause 17 above.
- 19.9 Excess mileage allowance shall be deemed to accumulate at the rate of 1/12 of the annual mileage specified in the subscription details per month and on a pro rata daily basis for any part of a month and shall be computed accordingly from the date of delivery to the date of early termination.

20 HOW TO CANCEL YOUR SUBSCRIPTION

- (a) Phone or email. Call customer services on 01254 244244 or email us at cancel@paymonthlytyres.co.uk. Please provide your name, home address, details of the Subscription and, where available, your phone number and email address.
- (b) Online. Complete the form on the My Account section of our website.
- (c) App: Complete the cancellation procedure contained within our app.

21 RELATIONSHIP OF PARTIES AND THIRD PARTY RIGHTS

Only you and Pay Monthly Tyres shall be entitled to enforce this contract. No third party shall be entitled to enforce any of the terms, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

22 SEVERANCE

If a court finds part of this contract illegal, the rest will still continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

23 ENTIRE AGREEMENT

These terms and conditions, together with any documents referred to or incorporated into it constitute the entire agreement between you and Pay Monthly Tyres and supersede all prior communications and proposals.

24 WHICH LAWS APPLY TO THIS CONTRACT

These terms are governed by English law, 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.