



Join the UK Tyre Network as a fitting partner today!

There are a lot of great benefits to joining the UK Tyre Network including:

- **Get paid for fitting tyres to new customers who are referred to you** – Current rate is a market leading £15 per tyre inc. VAT.
- **Get paid quickly for your work** – Weekly BACS payments to all fitting stations are guaranteed.
- **Free membership** – Joining the UK Tyre Network is free and all set up and advertising costs are taken care of for you.
- **Cross selling opportunity** – Attract new customers and offer additional services such as tracking and service work.
- **Get paid for fitting wheel & tyre packages** - You can opt to simply fit a fully fitted and balanced alloy wheel & tyre package to a customers' car and get paid £30 inc. VAT.
- **Attract new customers** - You can attract winter tyre customers and charge for a changeover service at the end of each season.

There is a member only log in area in the UK Tyre Network where you can view forthcoming jobs and raise invoices for the services that you have provided.

To join please fill in the form and either fax it to 08456 809 104 or post it to:

**Tyremen**  
Witty Street  
Hull  
HU3 4TX

You can also visit [www.uktyrenetwork.co.uk](http://www.uktyrenetwork.co.uk) to register online.

If you have any queries, please contact us on 08456 807 808, Monday through Friday 9am – 5pm.

# Fitting Partner Application

Fax to 08456 809 104 or post to Tyremen, Witty Street, Hull, HU3 4TX

Full Name:

Company name:

Position:

Email Address:

Address Line 1:

Address Line 2:

City:

Post Code:

Telephone number:

Fax Number:

## Opening Hours:

Mon – Fri:

Sat:

Sun:

## Wheel Balancing

Yes

No

## Wheel Alignment

2 Wheel: Yes  No

4 Wheel: Yes  No

## Wheel & Tyre Fitting

Yes  (Supplied fitted, balanced with fitting kit)

No

## Maximum Rim Diameter

## Run Flat

Yes  No

Additional Information (e.g. different opening hours for specific days):

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By signing below I confirm that:

(a) I am authorised to enter into contracts on behalf of the company / business named above, and wish to apply for the above named company / business to become a member of the UK Tyre Network; and

(b) Subject to the UK Tyrenetwork accepting my application, I acknowledge and agree that I will be a party to a *UK Tyre Network Contract*, which is a legally binding contract governing the terms of membership of the UK Tyre Network and all tyre fitting services supplied under it, which is subject to the terms and conditions and the *UK Tyre Network Contract - Tyre Fitting Terms & Conditions* attached.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_

## Terms & Conditions

### **UK TYRE NETWORK CONTRACT - TYRE FITTING TERMS & CONDITIONS**

#### **1. INTERPRETATION**

1.1 **Definitions.** In these Conditions and the UK Tyre Network Contract, the following definitions apply:

**Affiliate:** includes, in relation to either party, each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party, or any business entity from time to time controlling, controlled by, or under common control with that party.

**Business Day:** a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

**Charges:** the charges payable by UKTN for the supply of the Tyre Fitting Services in accordance with clause 7.

**Conditions:** these Tyre Fitting Terms & Conditions as amended from time to time in accordance with clause 3.3 or 14.8.

**End User:** means the customer who has purchased the tyre(s) and associated tyre fitting service from UKTN or a UKTN Trading Partner.

**Fitter:** the tyre fitting company or firm who will be providing the Tyre Fitting Services, identified in the UK Tyre Network Contract.

**Order:** An order placed with the Fitter for the supply of Tyre Fitting Services by UKTN or the relevant UKTN Trading Partner, issued by email via the UKTN Online System.

**Tyre Fitting Services:** the tyre fitting services to be provided by the Fitter in relation to End Users' vehicles under the UK Tyre Network Contract.

**Tyremen:** means 1 Tyremen Limited, registered in England and Wales with company number 01339220, registered office 376 Anlaby Road, Hull, East Yorkshire HU3 6PB.

**UKTN:** means UK Tyre Network Limited, registered in England and Wales with company number 7335944, registered office C/O Tyremen, Witty Street, Kingston Upon Hull HU3 4TX, United Kingdom.

**UKTN Materials:** means all tyres, and any other materials, equipment and tools, drawings, specifications or data supplied by UKTN (or a UKTN Trading Partner) to the Fitter for the purposes of Tyre Fitting Services, and any marketing or promotional materials supplied by UKTN in relation to the promotion of the Tyre Fitting Services or UK Tyre Network.

**UKTN Trading Partner:** means Tyremen or any other trading partner of UKTN from time to time which UKTN has granted rights to access to use the UK Tyre Network.

**UKTN Online System:** UKTN's interactive administration system accessible on-line via the UKTN Website including all data and the technical infrastructure including links, servers, hardware, software, data feeds and all other electronic materials necessary for its operation.

**UKTN Website:** the website operated by UKTN accessible at [www.uktyrenetwork.com](http://www.uktyrenetwork.com).

**UK Tyre Network Contract:** the written contract between UKTN and the Fitter confirming the Fitter becoming a member of the UK Tyre Fitting Network and defining the terms of supply of the Tyre Fitting Services, which incorporates these Conditions (and any reference to the UK Tyre Network Contract includes these Conditions).

1.2 **Construction.** In these Conditions, the following rules apply:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (e) “holding company” and “subsidiary” have the meanings given to those expressions in section 1159 of the Companies Act 2006; and
- (e) a reference to writing or written includes faxes and e-mails.

## 2. MEMBERSHIP OF UK TYRE NETWORK

- 2.1 The Fitter shall upon acceptance by UKTN become a member of the UK Tyre Fitting Network. UKTN reserves the absolute discretion as to whether to approve individual applications for membership of the UK Tyre Network. The UK Tyre Network Contract shall not come into force until the Fitter is accepted as a member of the UK Tyre Fitting Network.
- 2.2 During the period of the UK Tyre Network Contract, the Fitter shall provide Tyre Fitting Services to End User's vehicles in accordance with the terms of the UK Tyre Network Contract and Orders placed with the Fitter (and the Fitter shall not be entitled to refuse any Orders placed). If the Fitter initially accepts these Conditions online to apply for membership of the UK Tyre Fitting Network, UKTN reserves the right to require a signed copy of the UK Tyre Network Contract to be returned before any Order is placed to perform Tyre Fitting Services.
- 2.3 During the period of the UK Tyre Network Contract, UKTN grants to the Fitter a non-exclusive licence to access and use the UKTN Online System to facilitate the provision of the Tyre Fitting Services in accordance with these Conditions (in particular clause 10 below).
- 2.4 The Fitter consents to UKTN storing key information relating to the Fitter (including its name, logo, location and premises address and other relevant business information) on its database, and reusing the same in the course of UKTN's business. This will include displaying such information on relevant websites operated by UKTN, and also disclosing such information to End Users, UKTN Trading Partners and other selected business partners wishing to access and use the UK Tyre Fitting Network.
- 2.5 For the avoidance of doubt, UKTN does not guarantee to the Fitter any minimum amount of (or any) Tyre Fitting Services. UKTN reserves the absolute discretion as to whether to refer Tyre Fitting Services work to the Fitter, taking into account the location of each End User (and any preference expressed by the End User).
- 2.6 The Fitter agrees that during the period of the UK Tyre Network Contract it shall not (and shall ensure that none of its Affiliates shall) without the prior written consent of UKTN directly or indirectly supply tyre fitting services to any UKTN Trading Partner (with which it has had dealings under the UK Tyre Network Contract) other than Tyre Fitting Services supplied under the UK Tyre Network Contract.

## 3. BASIS OF CONTRACT

- 3.1 Each Order constitutes an offer by UKTN to purchase Tyre Fitting Services from the Fitter for the relevant End User's vehicle in accordance with the UK Tyre Network Contract (which includes these Conditions).

3.2 Orders shall be deemed to be accepted on the earlier of:

- (a) the Fitter issuing written acceptance of the Order via the UKTN Online System; or
- (b) the Fitter starting to provide Tyre Fitting Services or any other act consistent with starting to fulfil the Order,

at which point and on which date a binding contract to provide the Tyre Fitting Services comprised in the Order shall come into existence.

3.3 These Conditions, together with any additional terms and conditions displayed on the UKTN Website or notified to the Fitter from time to time, shall apply to the UK Tyre Network Contract to the exclusion of any other terms that the Fitter seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

#### **4. SUPPLY OF TYRE FITTING SERVICES**

4.1 The Fitter shall meet any date(s) and time(s) for performing the Tyre Fitting Services which are specified in Orders or notified to the Fitter by UKTN.

4.2 In providing the Tyre Fitting Services, the Fitter shall:

- (a) fit to End Users' vehicles only those tyres specified by UKTN in the Order and supplied by UKTN (or the relevant UKTN Trading Partner) for this purpose;
- (b) perform the Tyre Fitting Services safely and with all due care, skill and diligence in accordance with best practices in the tyre fitting industry, and in conformance with all of the relevant tyre manufacturers' specifications and guidelines;
- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Fitter's obligations are fulfilled in accordance with the UK Tyre Network Contract;
- (d) (save for tyres and any other UKTN Materials supplied by UKTN) provide at its own cost all equipment, tools and vehicles and such other items as are required to provide the Tyre Fitting Services;
- (e) dispose at its own cost of all used tyres (casings) removed from End Users' vehicles during the course of the Tyre Fitting Services;
- (f) use the best quality goods, materials, standards and techniques, and ensure that any goods and materials supplied and used in the Tyre Fitting Services are free from defects in workmanship, installation and design;
- (g) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- (h) store all UKTN Materials safely at its own risk and cost, and maintain them in good condition until either fitted onto End User vehicles (where applicable) or returned to UKTN, and not dispose or use UKTN Materials other than in accordance with UKTN's written instructions or authorisation;
- (i) co-operate reasonably with UKTN, End Users and (where applicable) UKTN Trading Partners in all matters relating to the Tyre Fitting Services, including in relation to complaints regarding the Tyre Fitting Services, the tyres and associated matters, and comply with all reasonable instructions of UKTN;
- (j) not charge End Users for the Tyre Fitting Services comprised in any Order; and
- (k) not do or omit to do anything which may cause UKTN or any UKTN Trading Partner to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Fitter acknowledges that UKTN may rely on the Tyre Fitting Services.

4.3 Unless otherwise notified to UKTN, The Fitter shall ensure that its business premises used for performing the Tyre Fitting Services is open for business throughout its usual business hours specified in its application for membership of the UK Tyre Network.

## **5. TYREMEN'S REMEDIES**

- 5.1 If the Fitter fails to perform the Tyre Fitting Services on any applicable date(s) or time(s) specified in an Order (or as otherwise agreed with UKTN), UKTN shall, without limiting its other rights or remedies, have one or more of the following rights:
- (a) to terminate the UK Tyre Network Contract with immediate effect by giving written notice to the Fitter;
  - (b) to refuse to accept any subsequent appointment proposed or arranged by the Fitter to perform the Tyre Fitting Services;
  - (c) where UKTN has paid in advance for Tyre Fitting Services that have not been provided by the Fitter, to have such sums refunded by the Fitter; and/or
  - (d) to claim damages for any additional costs, loss or expenses incurred by UKTN and any UKTN Trading Partner(s) which are attributable to the Fitter's failure to meet such dates.
- 5.2 If any UKTN Materials (including tyres) supplied by UKTN (or the relevant UKTN Trading Partner) for performing the Tyre Fitting Services are lost, damaged or stolen after delivery to the Fitter, the Fitter shall notify UKTN and the relevant UKTN Trading Partner immediately, and shall be responsible for paying in full for the cost of any replacement tyres or other materials.
- 5.3 These Conditions shall extend to any substituted or remedial services provided by the Fitter.
- 5.4 UKTN's rights under this clause 5 are in addition to its rights and remedies implied by statute and common law.

## **6. TYREMEN'S OBLIGATIONS**

- 6.1 UKTN shall (or shall endeavour to ensure that the relevant UKTN Trading Partner shall):
- (a) arrange for the delivery to the Fitter's premises of all tyres already purchased by the End User for use with the Tyre Fitting Services during the Fitter's usual business hours in advance of the designated time for performing the Tyre Fitting Services (such tyres to be held by the Fitter in accordance with clause 4.2(h));
  - (b) liaise with the End User regarding attendance at the Fitter's premises with their vehicle on which the tyres are to be fitted at the time arranged for providing the Tyre Fitting Services; and
  - (c) provide such information to the Fitter as the Fitter may reasonably request and UKTN considers reasonably necessary for the purpose of providing the Tyre Fitting Services.

## **7. CHARGES AND PAYMENT**

- 7.1 The Charges for the Tyre Fitting Services shall be set out in the Order, or if no amount is specified shall (unless otherwise agreed in writing) be the usual rates payable by UKTN to UK Tyre Network fitters, which shall be the full remuneration of the Fitter in respect of the performance of the Tyre Fitting Services. Unless otherwise agreed in writing by UKTN, the Charges shall include every cost and expense of the Fitter directly or indirectly incurred in connection with the performance of the Tyre Fitting Services.
- 7.2 The Fitter shall notify UKTN (and the relevant UKTN Trading Partner) on completion of the Tyre Fitting Services via the UKTN Online System, and input the appropriate information required (including the appropriate End User order number) to generate an invoice to UKTN for the Tyre Fitting Services.
- 7.3 In consideration of the supply of the Tyre Fitting Services by the Fitter, UKTN shall pay the invoiced amounts within 7 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Fitter. Payments are usually made by UKTN weekly by BACS.
- 7.4 All amounts payable by UKTN under the UK Tyre Network Contract are (unless stated otherwise) inclusive of value added tax chargeable for the time being (VAT). The invoices generated via UKTN Online System for the Tyre Fitting Services will specify the relevant amount(s) of VAT.

7.5 If UKTN fails to pay any amount properly due and payable by it under the UK Tyre Network Contract, the Fitter shall have the right to charge interest on the overdue amount at the rate of 2% per annum above the base rate for the time being of Natwest Bank plc accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. This clause shall not apply to payments that UKTN disputes in good faith.

7.6 The Fitter shall not be entitled to assert any credit, set-off or counterclaim against UKTN in order to justify withholding payment of any such amount in whole or in part. UKTN may, without limiting its other rights or remedies, set off any amount owing to it by the Fitter against any amount payable by UKTN to the Fitter.

## **8. OWNERSHIP OF MATERIALS**

8.1 In respect of any of the Fitter's goods and materials used in the course of the Tyre Fitting Services (including those installed on End Users' vehicles), the Fitter acknowledges that ownership of such items transfers to UKTN under the UK Tyre Network Contract. The Fitter warrants that it has full clear and unencumbered title to all such items, and that at the date of supply of such items it will have full and unrestricted rights to transfer all such items to UKTN.

8.2 All tyres and any other UKTN Materials supplied by UKTN (or the relevant UKTN Trading Partner) are, as between the parties, the exclusive property of UKTN. Clauses 4.2(h) and 5.2 above apply regarding the Fitter's responsibility and obligations in relation to such materials.

## **9. INDEMNITY BY FITTER**

9.1 The Fitter shall keep UKTN indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by UKTN as a result of or in connection with any claim made against UKTN by an End User, UKTN Trading Partner or other third party arising out of, or in connection with, the supply of the Tyre Fitting Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the UK Tyre Network Contract by the Fitter, its employees, agents or subcontractors.

9.2 For the duration of the UK Tyre Network Contract and for a period of 3 years thereafter, the Fitter shall maintain in force, with a reputable insurance company, public liability insurance, stock in trade insurance and defective workmanship and sales indemnity insurance to cover the liabilities that may arise under or in connection with the UK Tyre Network Contract and shall, on UKTN's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

9.3 This clause 9 shall survive termination of the UK Tyre Network Contract.

## **10. ACCESS & USE OF THE UK TYRE NETWORK ONLINE SYSTEM**

10.1 Any access code(s) or password(s) provided to the Fitter to access or use the UKTN Online System should be treated as confidential and must not be disclosed to any employee, agent or third party other than those employees, agents and/or third parties duly authorised by the Fitter who have a reasonable need to access the UKTN Online System in the ordinary course of the Fitter's business (**Authorised Personnel**). Without prejudice to the foregoing, the Fitter agrees that it will be responsible for the actions of all its Authorised Personnel, and that it will use all reasonable endeavours to ensure that only those Authorised Personnel are able to obtain access to the UKTN Online System. The Fitter must notify UKTN in writing immediately if it becomes aware or reasonably suspect that unauthorised access to the UKTN Online System will be or has been made.

10.2 UKTN shall use reasonable endeavours to ensure that, for as long as the Fitter is a member of the UK Tyre Network, the UKTN Online System continues to operate substantially in accordance with UKTN's published documentation, but UKTN excludes any warranty, condition or representation that the UKTN Online System will be suitable for the Fitter's purposes or will operate uninterrupted or error free or that the UKTN Online System will interface seamlessly with any other software or systems.

10.3 The Fitter agrees that all and any intellectual property rights comprised in any UK Tyre Network data, the UK Tyre Network and its trade names and service marks, and in the UKTN Website and UKTN Online System (including but not limited to copyright and rights of confidence), shall remain UKTN's exclusive property. No intellectual property rights in any of the foregoing are transferred or licensed to the Fitter, except as expressly provided in these Conditions.

- 10.4 The Fitter further agrees that all and any intellectual property rights comprised in any trade names and service marks used by any UKTN Trading Partner shall remain the exclusive property of the UKTN Trading Partner concerned.
- 10.5 UKTN reserves the right, subject to giving the Fitter reasonable notice, to make any changes to the UKTN Online System, or discontinue or substitute any parts thereof, at any time.

## 11. TERMINATION

- 11.1 Without limiting its other rights or remedies, UKTN may terminate the UK Tyre Network Contract with immediate effect by giving written notice to the Fitter if:
- (a) the Fitter commits a material or persistent breach of the UK Tyre Network Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing of the breach;
  - (b) the Fitter commits any serious or repeated breach or non-observance of any of the provisions of the UK Tyre Network Contract or refuses or neglects to comply with any reasonable and lawful directions of UKTN relating to the Tyre Fitting Services;
  - (c) the Fitter is, in the reasonable opinion of UKTN, negligent or incompetent in the performance of the Tyre Fitting Services;
  - (d) the Fitter commits any fraud or dishonesty or acts in any manner which in the opinion of UKTN brings or is likely to bring UKTN or the UK Tyre Network into disrepute or is materially adverse to the interests of UKTN or any UKTN Trading Partner;
  - (e) the Fitter suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
  - (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Fitter (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Fitter with one or more other companies or the solvent reconstruction of the Fitter;
  - (g) the Fitter (being an individual) is the subject of a bankruptcy petition order;
  - (h) a creditor or encumbrancer of the Fitter attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
  - (i) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Fitter (being a company);
  - (j) a floating charge holder over the assets of the Fitter (being a company) has become entitled to appoint or has appointed an administrative receiver;
  - (k) a person becomes entitled to appoint a receiver over the assets of the Fitter or a receiver is appointed over the assets of the Fitter;
  - (l) any event occurs, or proceeding is taken, with respect to the Fitter in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1(e) to clause 11.1(k) (inclusive);
  - (m) the Fitter suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or
  - (n) the Fitter (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

11.2 Without limiting its other rights or remedies, UKTN may terminate the UK Tyre Network Contract at any time by giving the Fitter 1 month's prior written notice.

## 12. CONSEQUENCES OF TERMINATION

On termination of the UK Tyre Network Contract for any reason:

- (a) the Fitter shall immediately cease to be a member of the UK Tyre Network, cease to access and use the UK Tyre Network Online System and shall not be entitled to perform any further Tyre Fitting Services for End User customers pursuant to the UK Tyre Network Contract;
- (b) the Fitter shall immediately return all UKTN Materials. If the Fitter fails to do so, then UKTN may enter the Fitter's premises and take possession of them. Until they have been returned or delivered, the Fitter shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the UK Tyre Network Contract;
- (c) immediately cease all use of any of UKTN's trade names and service marks (including "UK Tyre Fitting Network") in the Fitter's marketing, promotional or advertising activities;
- (d) the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the UK Tyre Network Contract which existed at or before the date of termination; and
- (e) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## 13. CONFIDENTIALITY

A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to, or otherwise obtained by, the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the UK Tyre Network Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 13 shall survive termination of the UK Tyre Network Contract.

## 14. GENERAL

14.1 **Force majeure:** Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the UK Tyre Network Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. If such event or circumstances prevent the Fitter from providing any of the Tyre Fitting Services for more than 4 weeks, UKTN shall have the right, without limiting its other rights or remedies, to terminate the UK Tyre Network Contract with immediate effect by giving written notice to the Fitter.

14.2 **Assignment and subcontracting:**

- (a) The Fitter shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the UK Tyre Network Contract without the prior written consent of UKTN.
- (b) UKTN may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the UK Tyre Network Contract and may subcontract or delegate in any manner any or all of its obligations under the UK Tyre Network Contract to any third party or agent.

14.3 **Notices:**

- (a) Any notice or other communication required to be given by either party to the other under or in connection with the UK Tyre Network Contract shall be in writing and given in accordance with this clause 14.3. This clause 14.3 shall not apply to the service of any proceedings or other documents in any legal action.
- (b) All notices given by the Fitter to UKTN must be given to UK Tyre Network Limited, C/O Tyremen, Witty Street, Kingston Upon Hull HU3 4TX, United Kingdom or to [info@uktyrenetwork.com](mailto:info@uktyrenetwork.com). UKTN may give notice to the Fitter at either the e-mail or postal address the Fitter provided to UKTN in its application for membership of the UK Tyre Network.
- (c) Notices will be deemed received and properly served immediately when posted on the UKTN Website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

**14.4 Waiver and cumulative remedies:**

- (a) A waiver of any right under the UK Tyre Network Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the UK Tyre Network Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (b) Unless specifically provided otherwise, rights arising under the UK Tyre Network Contract are cumulative and do not exclude rights provided by law.

**14.5 Severance:**

- (a) If a court or any other competent authority finds that any provision (or part of any provision) of the UK Tyre Network Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the UK Tyre Network Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the UK Tyre Network Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**14.6 No partnership:** Nothing in the UK Tyre Network Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

**14.7 Third parties:** A person who is not a party to the UK Tyre Network Contract shall not have any rights under or in connection with it.

**14.8 Variation:** Save as provided in clause 3.3, any variation to the UK Tyre Network Contract (including these Conditions) shall only be binding when agreed in writing and signed by UKTN.

**14.9 Governing law and jurisdiction:** The UK Tyre Network Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Tyremen are distributors of CMS and Alutec light alloy wheels and are part of the UK Tyre Network. They are based in Hull, East Yorkshire and can be contacted at 08456 807 808, available Mon-Fri 9am - 5pm.