



Terms And Conditions.

Introduction

Welcome to Overlander Tyres Limited. By placing an order through our website, you agree to these Terms & Conditions. Please read them carefully. These terms do not affect your statutory rights.

Definitions

"We", "Us", "Our" – Overlander Tyres Ltd

"You", "Customer", "Buyer" – the person placing an order

"Goods", "Products" – tyres or other products listed for sale

"Contract" – the agreement created when we accept your order

Orders & Contract Formation

Your order becomes a binding contract once payment is received and you receive an order confirmation email.

We reserve the right to refuse or cancel orders if:

- The product is unavailable
- Pricing errors occur
- Fraud checks fail

Product Information & Suitability

We aim to ensure all product details and specifications are accurate.

However:

- Tyres must always be used in accordance with the manufacturer's guidelines
- It is the customer's responsibility to ensure tyres are correct for their vehicle
- Images on our website may be for illustration purposes only. (e.g. tread pattern and not indicative of size)

If you are unsure which tyres you require, please consult your vehicle handbook or contact us.

Pricing & Payment

All prices include VAT (where applicable).

Payment is taken at the time of purchase.

We accept all major cards and online checkout methods.

Delivery

Delivery Estimates:

Delivery times shown at checkout are estimates. Most orders arrive within the expected time frame, but delays may occur that are outside our control.

Liability for Delays:

We are not liable for:

- Delays caused by couriers
- Missed appointments
- Consequential or indirect losses due to late delivery (e.g., missed MOT, garage fitting fees, loss of earnings)

This wording is adapted from your boss's clause and legally safe for consumers.

Delivery Inspection:

Please check your goods upon delivery. If there is any issue:

- Report damages, defects, or incorrect items as soon as reasonably possible
- Provide photos if available
- We will resolve the issue quickly in line with your consumer rights

Risk & Ownership

Risk passes to you once the goods are delivered to the address supplied.

Ownership passes once we have received payment in full.

Warranty & Fitness for Purpose

All products are covered by the manufacturer's warranty and your rights under the Consumer Rights Act 2015.

Important points (taken from your boss's document, legally refined):

- Tyres must be used as intended and installed correctly
- Using tyres outside the manufacturer's guidelines may void warranty
- If a tyre develops a fault, we may need to arrange inspection by the manufacturer or supplier
- Do not continue using a tyre once a defect is noticed

If a tyre is found to be faulty, you are entitled to repair, replacement, or refund depending on the circumstances.

Returns & Refunds

You can return unused tyres within 14 days under UK distance-selling rules.

Returns must be:

- In unused condition
- Not mounted or driven on
- In original condition

Faulty or incorrect goods will be refunded or replaced.

We follow all consumer protection regulations.

Limitation of Liability

Nothing in these terms limits our liability for injury, death, or negligence.

However, for non-personal loss we are not responsible for:

- Consequential losses
- Garage fitting charges
- Loss of earnings
- Vehicle downtime
- Third-party installation errors

Force Majeure

We are not liable for delays or failure to perform obligations due to events outside our reasonable control, including (but not limited to):

- Weather
- Strikes
- Transport issues
- Supplier failure
- War or civil unrest

Governing Law

These Terms are governed by the laws of England and Wales, and any disputes shall be handled by UK courts.