

American School Bus UK Ltd Privacy Policy and Terms and Conditions

PRIVACY POLICY

The policy:

This privacy policy notice is served by American School Bus UK Ltd (ASB-UK) under the website www.asb-uk.co.uk. The purpose of this policy is to explain to you how we control, process, handle and protect your personal information through the business and while you browse or use this website. If you do not agree to the following policy you may wish to cease viewing / using this website, and or refrain from submitting your personal data to us.

Policy key definitions:

- "I", "our", "us", or "we" refer to the business, ASB-UK.
- "you", "the user" refer to the person(s) using this website.
- GDPR means General Data Protection Act.
- PECR means Privacy & Electronic Communications Regulation.
- Cookies mean small files stored on users' computers or devices.

Key principles of GDPR:

Our privacy policy embodies the following key principles; (a) lawfulness, fairness and transparency, (b) purpose limitation, (c) data minimisation, (d) accuracy, (e) storage limitation, (f) integrity and confidence, (g) accountability.

Processing of your personal data

Under the GDPR (General Data Protection Regulation) we control and / or process any personal information about you electronically using the following lawful bases.

Lawful basis: Consent

Where our purpose for processing is: To facilitate contact between us.

Which is necessary because: Without this information we would be unable to engage with you.

We process your information in the following ways: Via phone (only if requested / agreed), email or social media. Your consent allows us to facilitate contact with you to deliver our services.

Data retention period: We will continue to process your information under this basis until you withdraw consent (or it is determined your consent no longer exists) plus 90 days to allow for reinstatement.

Sharing your information: We do not share your information with third parties.

If, as determined by us, the lawful basis upon which we process your personal information changes, we will notify you about the change and any new lawful basis to be used if

required. We shall stop processing your personal information if the lawful basis used is no longer relevant.

Your individual rights

Under the GDPR your rights are as follows. You can read more about [your rights in details here](#);

- the right to be informed;
- the right of access;
- the right to rectification;
- the right to erasure;
- the right to restrict processing;
- the right to data portability;
- the right to object; and
- the right not to be subject to automated decision-making including profiling.

We handle subject access requests in accordance with the GDPR.

Internet cookies

We may use session cookies on this website to provide you with a better user experience. We do this by placing a small text file on your device / computer hard drive to track how you use the website, to record or log whether you have seen particular messages that we display, to keep you logged into the website where applicable, to display relevant adverts or content, referred you to a third-party website.

We use a cookie control system which allows you to accept the use of cookies, and control which cookies are saved to your device / computer. Some cookies will be saved for specific time periods, where others may last indefinitely. Your web browser should provide you with the controls to manage and delete cookies from your device, please see your web browser options.

Data security and protection

We ensure the security of any personal information we hold by using secure data storage and procedures in how we access and manage that information. Our methods meet the GDPR compliance requirement.

Sponsored links, affiliate tracking and commissions

Our website may contain adverts, sponsored and affiliate links on some pages. These are typically served through our advertising partners or are self-served through our own means. We only use trusted advertising partners who each have high standards of user privacy and security. However, we do not control the actual adverts seen / displayed by our advertising partners. Our ad partners may collect data and use cookies for ad personalisation and measurement. Where ad preferences are requested as 'non-personalised', cookies may still be used for frequency capping, aggregated ad reporting and to combat fraud and abuse.

Clickable sponsored or affiliate links may be displayed as a website URL or as a titled text link. Clicking on any adverts, sponsored or affiliate links may track your actions by using a cookie saved to your device. Your actions are usually recorded as a referral from our website by this cookie. In most cases we earn a very small commission from the advertiser

or advertising partner, at no cost to you, whether you make a purchase on their website or not.

We may use advertising partners in these ways to help generate an income from the website, which allows us to continue our work and provide you with the best overall experience. If you have any concerns about this you are free to not click on any adverts, sponsored or affiliate links found throughout the website.

Email marketing messages and subscription

Any email marketing messages we send are in accordance with the GDPR and the PECR. We provide you with an easy method to withdraw your consent (unsubscribe) or manage your preferences / the information we hold about you at any time. See any marketing messages for instructions on how to unsubscribe or manage your preferences.

Resources and further information

- [Overview of the GDPR - General Data Protection Regulation](#)
- [Data Protection Act 2018](#)
- [Privacy and Electronic Communications Regulations 2003](#)
- [The Guide to the PECR 2003](#)

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TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of www.asb-uk.co.uk (the "Site"). This Site is owned and operated by American School Bus UK Ltd. This Site is an ecommerce website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

Intellectual Property

All content published and made available on our Site is the property of American School Bus UK Ltd and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Age Restrictions

The minimum age to use our Site is 18 years old. By using this Site, users agree that they are over 18 years old. We do not assume any legal responsibility for false statements about age.

Acceptable Use

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Harass or mistreat other users of our Site;
- Violate the rights of other users of our Site;
- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site;

- Act in any way that could be considered fraudulent; or
- Post any material that may be deemed inappropriate or offensive.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

Sale of Goods

These Terms and Conditions govern the sale of goods available on our Site. The following goods are available on our Site:

- American school buses.

We are under a legal duty to supply goods that match the description of the good(s) you order on our Site.

These Terms and Conditions apply to all the goods that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods we provide. You agree to purchase goods from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

Third Party Goods and Services

Our Site may offer goods and services from third parties. We cannot guarantee the quality or accuracy of goods and services made available by third parties on our Site.

Payments

We accept the following payment methods on our Site:

- Bank transfer.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

Shipping and Delivery

When you purchase goods from our Site, the goods will be delivered through one of the following methods:

- Collection from port or low-loader delivery (to be agreed prior).

Delivery will take place as soon as reasonably possible, depending on the delivery method selected. Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends and bank holidays.

You understand and agree that international shipping operates in a live environment, and that shipping dates can change unexpectedly and without warning. As changes to shipping dates happen independently, ASB-UK cannot be held liable for any costs, charges or damages these potential changes may cause. All shipping dates are shared to best of knowledge at the time. ASB-UK agrees to update you if and when dates change (for whatever reason), and with new dates, as soon as is practically possible.

You will be required to pay UK-based delivery charges in addition to the price for the goods you purchase.

You are required to provide us with a complete and accurate delivery address, including the name of the recipient. We are not liable for the delivery of your goods to the wrong address or wrong person as a result of you providing us with inaccurate or incomplete information.

Right to Cancel and Receive Reimbursement

If you are a customer living in the United Kingdom or the European Union you have the right to cancel your contract to purchase goods from us within 14 days without giving notice. The cancellation period:

- Will end 14 days from when you receive, or someone you nominate receives, the goods when you purchased good(s) in one order that are all delivered together;
- Will end 14 days from when you receive, or someone you nominate receives, the last good when you purchased goods in one order that are delivered separately; or
- Will end 14 days from when you receive, or someone you nominate receives, the first good when you purchased goods that will be regularly delivered during a defined period of time.

To exercise your right to cancel you must inform us of your decision to cancel within the cancellation period. To cancel, contact us by email at enquiries@asb-uk.co.uk or by post at 15 Hazelbury Hill, Box, Corsham, Wilts., SN138LB. You may use a copy of the *Cancellation Form*, found at the end of these Terms and Conditions, but you are not required to do so.

Effects of Cancellation

If you cancel your contract with us and goods have already been sent to you, then you must return the goods to us as soon as possible after informing us of your decision to cancel. You will be responsible for the cost of returning the goods. We will not be responsible for any damage or loss to the goods that occurs before they are returned to us, including while the goods are in transit.

If you cancel your contract with us, we will reimburse to you all payments we received from you under the contract, including the costs of delivery, except for any supplementary delivery charges resulting from your choice of a delivery type other than the least expensive type of standard delivery that we offer. Please note that we are permitted by law to reduce your reimbursement to reflect any reduction in the value of the goods that was caused by handling other than what is necessary to establish the nature, characteristics, and functioning of the goods.

We will provide the reimbursement without undue delay and no later than the earlier of 14 days after we receive back from you any goods supplied or 14 days after you provide proof that you have returned the goods. If no goods were supplied, then we will provide the reimbursement no later than 14 days after the day we were informed of your decision to cancel.

We will make the reimbursement using the same form of payment as you used for the initial purchase unless you have expressly agreed otherwise. You will not incur any fees because of the reimbursement.

This right to cancel and to reimbursement is not affected by any return or refund policy we may have.

Consumer Protection Law

Where the *Sale of Goods Act 1979*, the *Consumer Rights Act 2015*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

Links to Other Websites

As stated in our Privacy Policy, our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third-party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third-party websites before using these sites.

Limitation of Liability

American School Bus UK Ltd and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless American School Bus UK Ltd and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the Country of England.

Additional Terms

In purchasing a bus:

You confirm understanding and agree that all inspections in the United States to ensure a clean bill of health are carried out in good faith, and any known faults at the time of inspection have been reported and shared with you in advance to ensure as transparent a transaction as possible.

You agree you have received a comprehensive selection of photographs of the vehicle, and are content they satisfy the requirement for documentary proof of the vehicle condition.

You agree you have received a video of the vehicle running, and are content it satisfies the requirement for documentary proof of the engine operating in good working order.

With these received and all questions answered, you agree and understand the vehicle is sold 'as is', and all efforts to inspect and document the vehicle in its current condition have been acknowledged and are understood to have constituted your inspection to a satisfactory standard.

You accept the vehicle without warranties or guarantees (which are neither inferred nor implied) and waive the right for returns, refunds or any compensation beyond what is covered in the transport and escort insurance provided in the US and while on sea (if opted for).

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows: enquiries@asb-uk.co.uk.

Effective Date: 2nd day of April, 2025

Cancellation Form

If you want to cancel your contract of sale with us you may use this form and email or post it back to us at the address below.

To: ASB-UK

Address: 15 Hazelbury Hill, Box, Corsham, Wilts., SN138LB.

Email: enquiries@asb-uk.co.uk

I hereby give notice that I cancel my contract of sale of the following goods or services:

Ordered on: _____

Received on: _____

Customer name: _____

Customer address: _____

Signature (only required if you are returning a hard copy of this form): _____

Date: _____