

# AA Autowindshields Terms and Conditions

## Definition of Words/Phrases Used In These Terms and Conditions

'AA', 'our', 'we' and 'us' means Autowindshields (UK) Limited whose registered office is at Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA with company registration number 04617364.

'AA Group' means the AA and any holding company or subsidiary company within the AA group of companies.

'Breakdown Assistance Contract' means any agreement under which you may be entitled to request breakdown assistance services which are provided or arranged by any company within the AA Group.

'Windscreen Service' means the provision of a windscreen and/or rear or side window repair or, as requested, replacement for the Vehicle.

'Windscreen Technician' the person providing the Windscreen Service for and on behalf of the AA.

'Windscreen Quote' means any quote given to you by detailing the Fee for the Windscreen Service.

'Fee' means the sum which is due to be paid to us in consideration of the performance of the Windscreen Service which shall include the parts and labour identified to you by the AA and any VAT and other applicable taxes payable.

'Vehicle' means the vehicle which you instruct the Windscreen Service to be carried out on.

'you' and 'your' means the person who requests the provision of Windscreen Service.

## Terms and Conditions of Contract

### General

1. The contract governed by these Terms and Conditions is made between you and the AA.
2. The location for the provision of the Windscreen Service, as requested by you, must be approved by the AA and, once agreed, cannot be changed unless otherwise agreed by the parties. You must ensure that you have any necessary permission(s) from the owner and/or occupier of that location for the Windscreen Service to be carried out there.
3. Unless otherwise agreed, the Fee or, if applicable, any insurance excess, must be paid by debit, credit card, cash or cheque and will be payable by you at the latest on completion of the Windscreen Service. VAT and any other applicable taxes will be included in the Fee. A VAT receipt will be sent out to you if requested or otherwise agreed.
4. If the Fee is going to be claimed from an insurer under a motor insurance policy you may have to pay an excess under the terms of the relevant policy. Unless paid in advance or otherwise agreed, you must pay the relevant excess on completion of the Windscreen Service.
5. If we have arrangements in place with a relevant insurer or under a trade account you confirm that, unless you have expressly requested otherwise, we have your authority to seek payment of the Fee from the insurer or, as applicable, under the trade account. You will remain responsible for payment of the Fee unless and until paid in full by the insurer or, if applicable, under the trade account arrangements. You must pay to us upon request the Fee, or any unpaid part of the Fee, should the insurer or the person responsible for the relevant trade account refuse to make payment of it. Please note that the Fee will not be paid for under any Breakdown Assistance Contract.
6. The Windscreen Service will be provided by the AA or an appropriate agent, however we will only accept responsibility for the actions of an agent where the agent is acting on our instruction and is providing the Windscreen Service under these Terms and Conditions.
7. Where you are not the owner of the Vehicle:
  - a) by instructing us to carry out the Windscreen Service in relation to the Vehicle you warrant to us that you are authorised by the owner and registered keeper of the Vehicle to do so; and
  - b) you agree to hold us harmless and make good any losses, costs or damages which we incur as a result of any claims against us by the owner or registered keeper of the Vehicle alleging that, or resulting from the fact that, you were not authorised to so instruct us and/or the provision by us of the Windscreen Service under Your direction.

### Our Workmanship Warranty

8. In addition to any statutory rights you may have as a consumer (if applicable), we agree to correct, free of charge, any defect caused by our faulty workmanship provided that:
  - (i) the defect arises whilst you still own, or continue to be the authorised driver of, the Vehicle; and
  - (ii) you follow the warranty procedure set out in clause 10 below; and
  - (iii) you arrange for the Vehicle to be inspected by us as soon as reasonably practicable after discovering the defect and you take all reasonable steps to reduce any damage which the defect may cause. This warranty does not cover any damage caused by your use of the Vehicle after discovery of the defect.
9. Please note that this warranty relates to our workmanship only and not defects in the glass itself. It does not for example (but not limited to) cover defects arising from (i) normal wear and tear (including stone chips) or (ii) accidental damage or (iii) willful damage or negligence by you or any third party or (iv) use otherwise than as recommended by us or the Vehicle manufacturers or (v) failure to follow our or the Vehicle manufacturer's reasonable instructions or (vi) any alteration to the glass which is carried out without our approval.
10. **Warranty Procedure:** If you want us to repair or replace glass under this warranty, you must contact us on **0800 316 7437** or write to AA Autowindshield, Warranty Claim, Cable Court, 6, Pittman Way, Fulwood, Preston, Lancashire. Failure to follow this procedure will invalidate this warranty.
11. We will not, under this warranty, pay for work carried out by a third party on your instruction unless this has been agreed in advance by us. **Glass repairs:** By agreeing to carry out a glass repair we do not guarantee that this will resolve the relevant problem and, in the absence of damage being caused by our faulty workmanship, any subsequent replacement of the repaired glass will be at your cost.

**This Warranty does not affect any statutory rights in relation to any failure on our part to carry out our obligations to you (for example to provide services with reasonable care and skill) which you may have if you are a consumer. This warranty applies with in the UK only.**

### Right to refuse service

12. The AA has the right, at any time, to refuse to provide or arrange service of whatever nature where it reasonably considers that:
  - a) you or anyone accompanying you, is behaving or has behaved in a threatening or abusive manner to AA Group employees, patrols or agents, or to any third party contractor; or
  - b) you owe us money or have no immediate means to pay for any services requested; or
  - c) the circumstances surrounding the Vehicle, for example its location, are such that provision of the Windscreen Service would involve any breach of the law or there is a reasonably foreseeable health and safety risk to a third party, an AA employee or agent providing the Windscreen Service and where there is the potential for harm or damage to the environment.

### Matters outside the AA's reasonable control

13. If weather conditions mean that either a) it is not safe for the Windscreen Technician to complete the Windscreen Service, or b) the Windscreen Service could not reasonably be carried out to required standards, then the AA reserve the right to rearrange an appointment. In these situations you will be given as much notice as possible.
14. While the AA seeks to meet the service needs of its customers at all times, its resources are finite and this may not always be possible. We shall use all reasonable endeavours to complete the Windscreen Service within the time estimates given to you. We shall inform you of any delay as soon as possible.
15. The AA shall not be liable for any failure to perform, or delay in performance of the Windscreen Service where this results from circumstances outside the AA's reasonable control. Events which constitute circumstances outside the AA's reasonable control include (but are not limited to) acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, acts of government or authority (including the refusal or revocation of any licence or consent), fire, subsidence, explosion, flood, snow, fog or other bad weather conditions, vehicle, equipment or systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default of suppliers or subcontractors, theft, malicious damage, strike, lock out or industrial action of any kind.

### Exclusion of liability for loss of profit etc

16. We, our employees or agents, shall not be liable to you for any loss or damage caused by us, our employees or agents where, and to the extent that: (a) there is no breach of a legal duty owed to you by us or our employees or agents; or (b) such loss or damage is not a reasonably foreseeable result of such a breach; or (c) any such loss or damage or increase in the same, results from any breach or omission by you. We, our employees and agents, shall not in any event, be liable for losses relating to any business interests you may have including, without limitation, losses related to lost data, lost profit, loss of opportunity or of business or losses resulting from business interruption, from lost contracts or lost revenue or the loss of anticipated savings.
17. For the avoidance of doubt, nothing in these Terms and Conditions shall exclude or restrict the AA's liability for negligence resulting in death or personal injury, or any other liability which cannot be lawfully excluded or restricted.

### Enforcement of Terms and Conditions

18. Failure to enforce or non-reliance on any of these Terms and Conditions by the AA on a particular occasion or occasions will not prevent the AA from subsequently relying on or enforcing them.
19. None of these Terms and Conditions are enforceable by anyone else other than You and the AA. For the avoidance of doubt, and without limitation to the generality of the foregoing, any rights under The Contracts (Rights of Third Parties) Act 1999, or any replacement thereof, are hereby excluded.

### Use of Personal Information

20. We reserve the right to provide details of the Windscreen Service provided to you to:
  - a. the owner and/or registered keeper of the Vehicle (if not you),
  - b. the relevant insurer or, if applicable, any person(s) with apparent authority under any relevant trade account.
21. Information you provide or we hold (whether or not under these Terms and Conditions) may be used by our employees or agents:
  - (i) to identify you when you phone us;
  - (ii) to help us detect fraud or loss;
  - (iii) for any other purpose(s) permitted under the Data Protection Act 1998, as amended or replaced from time to time.
22. By providing us with your personal data and contact details, you consent to the use of that data and to your being contacted by any AA Group Company and the Acromas Group of companies, by post, telephone, e-mail, SMS or other electronic means, to inform you about products and services which it is considered may be of interest to you. However you can contact the AA Data Protection Officer in writing at any time to suppress some or all AA products.
23. A full copy of the AA's privacy policy can be obtained by contacting the AA's Data Protection Officer at Fanum House, Basing View, Basingstoke RG21 4EA. With limited exceptions, you have the right to access and, if necessary, rectify information held about you by formal written application to the AA's Data Protection Officer (contact details above).

### Interpretation, use of English law & language

24. The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of their contents.
25. These Terms and Conditions, and any agreement entered into in connection with them, are governed by the laws of England and Wales and are subject to the non-exclusive jurisdiction of the English Courts.