

**AA Battery Assist**  
**Supply & Fit**  
Terms & Conditions



*Your 4th  
Emergency  
Service*



**Definition of words/phrases used in these terms and conditions**

**'AA', 'our', 'we' and 'us'** means means Automobile Association Developments Limited. Registered office: Fanum House, Basing View, Basingstoke, RG21 4EA. Registered in England and Wales Number: 01878835 .

**'AA Group'** means any company within the AA group of companies.

**'Battery Assist Service'** means the services provided under these Terms and Conditions as specified in the 'Battery Assist Service Description' below.

**'Battery Assist Service Quote'** means any quote detailed on the AA Battery Assist web site. Quotes are obtained by using the vehicle registration battery search function on the web site. All prices quoted for non AA members will contain the delivery surcharge (which may vary). In the event that a quote cannot be obtained for a vehicle online then please call the AA Battery Assist team who will be able to obtain a quote for you.

**'Battery Assist Technician'** means the person providing the Battery Assist Service for and on behalf of the AA.

**'Fee'** means the sum which You pay us in consideration of the performance of the Battery Assist Service which shall include the parts and labour required to remove the old battery and fit its replacement to You by the AA and any VAT and other applicable taxes payable.

**'Vehicle'** means the vehicle on which the Battery Assist Services are requested to be

carried out by You;

**'You'** and **'Your'** means the person who requests the provision of Battery Assist Service.

**Battery Assist Service Description**

**What is included:**

- The supply of a replacement battery and the labour required to fit the battery to the Vehicle.
- A warranty for the Battery Assist Service is included on all parts and labour provided in accordance with the provisions of the General Terms of Contract ("Our Warranty").

**What is not included:**

- Any additional parts and labour which might be required to fix the Vehicle.

We are under a legal duty to supply you with goods that are in conformity with your contract with us

**Fees**

A Battery Assist Technician will test your old battery, and if a new replacement battery is fitted the fitting charge is free for AA Members with Home Start. There is a £10 Member surcharge or upgrade option if you are at home but do not have our Home Start option. The Fee quoted for non-members includes £35 a surcharge for fitting. Any quoted fee includes a complete test of the charging system, battery labour, and environmental disposal of the old battery.

**General Terms of Contract**

**General**

The contract governed by these Terms and Conditions is made between You and the AA.

1. The Battery Assist Service is available 7 days a week (excluding Christmas Day, Boxing Day and New Years Day) 24 hrs per day.
2. The location for the provision of the Battery Assist 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 permissions from the owner or occupier of that location for the Battery Assist Service to be carried out there.
3. The Fee must be paid by debit, credit card or cheque. The Battery Assist Technician will take payment on completion of the work. VAT and any other applicable taxes will be included in the Fee. A VAT receipt will be sent out to You if requested.
4. The parts which may be required to complete the Battery Assist Service for You are subject to availability and we shall inform You as soon as reasonably possible if they are not available.
5. Where You are not the owner of the Vehicle:
  - a) by instructing us to carry out the Battery Assist Service in relation to the Vehicle You warrant to us that You are authorised by the owner and/or 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 Battery Assist Service under Your direction.

**Right to Cancel**

6. If you wish to cancel a Battery Assist Service appointment, please ring us on 0800 3164315
7. If with Your agreement we deploy a Battery Assistance Technician and provide the Battery Assist Service before the cancellation period ends under the Consumer Contract Regulations 2013, then Your right to cancel and obtain a full refund will end as soon as we have deployed as that will be the point at which we have started to provide the Battery Assist Service.
8. Within 14 days from the date that the battery was provided to you, you can choose to cancel your contract with us and arrange for the return of the battery. Please call us on 0800 3164315 to do so. Please note that we reserve the right to reduce any refund otherwise due to you to reflect reasonable charges for diminished value of the battery (where used), the supply and fit, disconnection and collection of the battery. You can use wording set out below as model wording for cancellation in a written communication to us if you wish but you are not obliged to do so.

**Model cancellation wording:**

To [insert details of company]:

I/We [\*] hereby give notice that  
I/We [\*] cancel my/our [\*]  
contract of sale of the

following goods [\*]/for the supply of the following service [\*],

Ordered on [\*]/received on[\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] delete as appropriate.

### **Extent of Battery Assist Service**

9. We will carry out the Battery Assist Service described above under "What is included". No other services are included (for example, but without limitation those listed above under "What is not included").

### **Our Warranty**

10. In addition to Your statutory rights as a consumer we agree to correct, free of charge, any defect in the Vehicle which is caused by our faulty workmanship in providing the Battery Assist Service and any defects in the parts provided that:

- i) the defect arises and is reported to us within 12 months of the completion of the Battery Assist Service or 12,000 miles after completion of the Battery Assist Service, whichever is shorter;
- ii) 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.

11. This warranty will not cover defects arising from normal wear and tear, wilful damage, negligence by Your or any third party's, use otherwise than as recommended by us or the Vehicle manufacturer, failure to follow our or the Vehicle manufacturers instructions or any alteration carried out without our approval.

12. If we recommend work which You do not authorise us to do then this warranty will not cover any defect or damage arising as a result of this work not being done.

13. This warranty is strictly limited to our agreement to supply and fit the battery under the Battery Assist Service and we will not under this warranty accept charges for any repairs You have undertaken with other garages/repairers.

### **Replaced Batteries**

14. We will be entitled to dispose of all replaced batteries as we see fit unless You ask us to return them to You before or on the actual completion of the Battery Assist Service.

### **Right to refuse service**

15. 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, technicians or agents, or to any third party contractor;

- b) You have falsely represented that You are entitled to services that You are not entitled to;
- c) You have assisted another person in accessing AA services to which they are not entitled;
- d) You owe the AA Group money or have no ability to pay with respect to any services, spare parts or other matters provided or to be provided by the AA Group or by a third party on the AA's instruction;
- e) the circumstances surrounding the Vehicle, for example its location, are such that provision of the Battery Assist 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 Battery Assist Service and where there is the potential for harm or damage to the environment;
- f) the Vehicle is in a dangerous, over-laden or un-roadworthy condition.

**Matters outside the AA's reasonable control**

- 16. 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 Battery Assist Service within the time estimates given to You. We shall inform You of any delay as soon as possible.
- 17. The AA shall not be liable for

Battery Assist Service failure where the AA is faced with circumstances outside its reasonable control. Events which might 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.

- 18. If weather conditions mean that either a) it is not safe for the Battery Assist Technician to complete the Battery Assist Service, or b) the Battery Assist 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.

**Exclusion of liability**

- 19. The AA shall not be liable for any loss or damage suffered or caused by You or any third party arising from the provision by us of the Battery Assist Service where such loss or damage are i) not foreseeable at the time of Your purchase of the Battery Assist Service or ii) not a direct result of a breach of a legal duty of care owed by us or iii) not a direct result of a breach by us of the terms and conditions of Your purchase. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and You knew it might happen. We only supply the

battery and the fitting service for domestic and private use. If You use the battery and the fitting service for any commercial or business purpose we will have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity. Nothing set out above will reduce Your statutory rights. 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.

#### **Possible effects of Battery Assist Service on 3rd party warranties**

20. If You have the benefit of a warranty in respect of the Vehicle from another company (eg a manufacturer's warranty or another repairer's warranty) the carrying out of the Battery Assist Service may affect your rights under that other warranty. You should check, and will be deemed to have checked, the terms of any such warranty You may have before instructing us to carry out Battery Assist Service. We and our agents will not be responsible for the effect of the work on any other warranty you may have.
21. 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.

#### **Possible effects of Disconnection of Battery**

22. Disconnection of the existing battery and the installation of the replacement battery under the Battery Assist Service may cause data or settings stored to be lost. The AA does not accept any liability for such loss of data

or settings as a result of the disconnection of the existing battery and the installation of the replacement battery and You should ensure that You make any back ups or notes of the existing settings or data. The Battery Assist Service does not include the re-installation of any data or settings stored prior to the disconnection of the existing battery and the installation of the replacement battery.

#### **Enforcement of Terms and Conditions**

23. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

24. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

#### **Use of personal information**

25. We reserve the right to provide details of the Battery Assist Service provided to You, to the owner and/or registered keeper of the Vehicle (if not You).
26. The AA group of companies\* (being AA plc, together with any entity in which AA plc directly or indirectly has at least a 50% shareholding<sup>^</sup>) ("we") will use personal information (whether

provided by you, held by us or obtained from a third party) for the following purposes\*\*:

- (a) to identify you when you contact us;
- (b) to allow us to give you a quote and assess which payment options we can offer you;
- (c) to help identify accounts, services and/or products which you could have from us or selected partners from time to time. We may do this by automatic means using a scoring system, which uses the information you have provided, any information we hold about you and information from third party agencies (including credit reference agencies who will keep a record of your enquiry);
- (d) to help administer, and contact you about improved administration of, any accounts, services and products we have provided before, or provide now or in the future;
- (e) to carry out marketing analysis and customer profiling (including with transactional information), conduct research, including creating statistical and testing information;
- (f) to help to prevent and detect fraud or loss; and
- (g) to contact you in any way (including mail, email, telephone, text or multimedia messages) about products and services offered by us and/or selected partners unless you have previously asked us not to use the relevant personal data for

such purposes.

27. We may allow other people and organisations to use information we hold about you for the purpose of providing services you have asked for, as part of the process of selling one or more of our businesses, or if we have been legitimately asked to provide information for legal or regulatory purposes or as part of legal proceedings or prospective legal proceedings. From time to time, these service providers and organisations may be outside the European Economic Area in countries that do not have the same standards of protection for personal data as the UK. We will, however, always use every reasonable effort to ensure sufficient protections are in place to safeguard your personal information.

28. We may monitor and record communications with you (including phone conversations and emails) for quality assurance and compliance reasons.

\*A list of companies forming the AA group of companies is available from The AA Data Protection Compliance Manager at the branch office address set out below. \*\*See the AA privacy policy at



theAA.com/termsandconditions/privacy\_policy.html for further details

**Interpretation, use of English law & language**

29. The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of their contents.

30. 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.

**Compliments and complaints**

If You have a compliment or

complaint we really want to hear from You. We welcome Your comments as they give us the opportunity to put things right and to improve AA service.

Phone: 0344 209 0556 or 0161 333 5910

Text users can contact us on any of our published telephone numbers via the Next Generation Text (NGT) service (formerly Text Relay).

Or write to:  
Member Relations  
The Automobile Association  
Lambert House  
Stockport Road  
Cheadle  
Cheshire SK8 2DY

Email:  
customersupport@theaa.com

**AA company details**

Automobile Association  
Developments Limited. Registered  
office: Fanum House, Basing View,  
Basingstoke, RG21 4EA. Registered  
in England and Wales Number:  
01878835



theAA.com

SMS text messaging is available for use by deaf, hard of hearing or speech impaired Customers in a breakdown situation by sending an SMS to 07900 444 999.

Information is available in large print, audio and Braille on request. Please call 0800 262 050 for details.

Deaf, hard of hearing or speech-impaired Customers may contact us using Text Relay.

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