

AA Vehicle Inspections Terms and Conditions

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

AA Vehicle Inspection/the service means the inspection service provided to the Customer in accordance with these terms and conditions.

Customer/you means a Customer of AADL who places an order for an AA Vehicle Inspection.

Report means the written report produced by the inspector as part of the AA Vehicle Inspection service, which will include your name and address, details of the vehicle inspected and its location, and will include a list of checks designed to outline areas of concern which the inspector has decided should be brought to your attention. The inspection report types undertaken are: Comprehensive; Basic; Van; and Motorhome. The checklist for each of these services is included in the customer welcome letter that is sent to you by email, or post following your payment for an inspection when booking by phone. The checklists are also available at www.theaa.com/vehicle-inspections/checklist.html.

We/our/us/AADL means Automobile Association Developments Limited.

General

1 AA Vehicle Inspections are prepared from visual and external checks only and are limited to the parts and/or items identified on the Report. AA Vehicle Inspections do not involve dismantling or disturbing of any structure, assembly, component or internal mechanism. Our vehicle inspector will carry out a road test of the vehicle and will produce a Report showing the areas of the vehicle which have been checked. There are certain parts of the vehicle which will not be looked at and you should read these terms and conditions carefully to see what will not be checked. Where the service is purchased over the phone a copy of the Report will be sent by email unless you request otherwise, in which case the Report will be posted to you. Where the service is purchased online, Reports will be sent to the email account you have given to us. Due to the nature of the internet and the virus-protection software utilised by your internet service provider or loaded on to your computer, it may not be possible in all cases to guarantee delivery of the report by email. In the event that you have not received your report you must notify us as soon as reasonably possible in order that we can resend this to you. We shall not be liable to you for a failure to deliver a report by email to the extent that non-delivery is outside of our reasonable control.

2 Items which are listed on the Report, but which are not reasonably accessible on the checked vehicle will not be inspected. In such circumstances we will be under no obligation to inspect and/or report on the part/item in question and will mark the relevant section of the Report accordingly.

Exclusions

3 Without prejudice to clauses 1 and 2 above, the items we do **not check** are:

- a) Oil and fuel consumption.
- b) Source of oil leaks.
- c) Brake lining material (other than what is immediately visible and can be seen without dismantling anything).
- d) We cannot predict the life expectancy of exhaust systems, clutches or dual-mass flywheels.
- e) Brake fluid for contamination. Brake fluid will deteriorate over a period of time and we advise that it be replaced as recommended by the vehicle manufacturer.
- f) Operation of cassette, compact-disc players, TV/DVD/satellite navigation systems, Bluetooth or other in-car entertainment.*
- g) Sound or radio reception and alarm systems.*
- h) Cylinder compression, vehicle electrics and electronics by the use of specific diagnostic equipment.
- i) The accuracy of in-car computer systems (for example, but in no way restricted to, computers used for route finding, fuel efficiency or otherwise).
- j) Exhaust emissions, using gas analysing equipment, catalytic converters, and LPG systems.
- k) Air conditioning efficiency* by the use of specific diagnostic equipment.
- l) The habitation area of Motorhomes – The electrical systems and appliances, water fittings and appliances, and the gas fitting and appliances are not checked. These are beyond the scope of the inspection. It is strongly advised that these are tested and checked by a suitably qualified person prior to purchase. The body/caravan area is not checked for water ingress or dampness. You are advised that a damp meter reading be taken prior to purchase.
- m) Vehicle Technical Systems – Many vehicles are fitted or equipped with automatic or computerised operating systems, which may be controlled by microprocessors. These include engine-management systems, fuel systems, ignition systems, air-conditioning systems, lambda-controlled systems, stereo radio, cassettes, amplifiers, compact discs (single and multi), TV/DVD, satellite navigation, active and self-levelling

suspensions, gearboxes, turbo-chargers and superchargers, anti-lock braking systems, four-wheel drive and electronic lockable differential units, traction control, alarm and immobiliser systems, catalytic exhaust systems, and variable camshaft timing systems. Within the scope of the service it is not possible to check fully the detailed operation of these systems due to the many variations in features and operating modes, and it is not possible to confirm that these systems are functioning fully to the manufacturers design specifications. As a result the inspector is unable to confirm the detailed operation of any of these systems other than giving an overall view and opinion on the performances generally inspected or checked. Therefore, we cannot be held in any way liable or responsible for the failure of any of these systems to perform to the specification as designed by the manufacturer.

n) Non-standard accessories as a result of personal modifications or otherwise.

* These items will be turned on and off only as part of the Comprehensive Test and will not otherwise be checked.

4 Furthermore, the service cannot provide a guarantee that the passenger or luggage compartments are watertight. The service does not provide any indication of any faults which might have become apparent had the vehicle been driven in excess of the speed reached or the distance travelled during any road test carried out during the service. The service does not give any guarantee that all or any of the components of the vehicle are original components, or replacement components that have been manufactured by the manufacturer of the vehicle. The service does not guarantee that the vehicle would pass an MOT test. If the vehicle's MOT has less than 3 months left we strongly recommend that an MOT test be carried out prior to purchase. The service does not provide for the inspection of any parts and components or areas of the vehicle that are not reasonably visible or accessible to the inspector at the time of the inspection. The service does not guarantee authenticity of the vehicle V5 Registration Document, the mileage, the MOT certificate, the Excise Licence, the Vehicle Identification Number (VIN), the Engine Number, the Registered Number or the vehicle service history. The service does not check for any recall notices, and you are recommended to check with the vehicle manufacturer that the vehicle has not been subject to such notices.

5 The AA Vehicle Inspection can only describe and/or identify defects actually found and/or which are reasonably capable of being found upon an

external visual consideration of the vehicle at the time of inspection. We cannot be held and are not responsible for any latent defects which are later discovered. We cannot advise of defects if we cannot see them, or they are not apparent during inspection of the vehicle concerned. In particular please note that (without limiting the possibility to such vehicles) vehicles over 5 years old, those that have a high mileage or have been subjected to abnormal use may have latent defects. While such defects may, in appropriate circumstances, give rise to a claim against a vehicle supplier, they fall outside the scope of our Reports and our Reports are provided on this basis.

6 Please note that vehicles over 10 years old may contain serious internal, structural or mechanical defects and/or hidden corrosion, which are not detectable from an external, visual assessment. These vehicles may prove to be less reliable and need more frequent repairs/servicing than more modern vehicles. While every care is taken to identify potential problems, these and other disadvantages in owning such a vehicle must be accepted by the Customer.

7 If there is no documentary evidence of a recent engine timing belt (cam belt) replacement, we recommend that the belt is checked or replaced prior to purchase.

8 If the subject vehicle does not have a recent service history or the service history has not been seen by the inspector at the time of the inspection, then we recommend that a service in accordance with the manufacturer's specifications be undertaken prior to purchase. This may highlight other defects, giving rise to repairs, which were not apparent on the external visual inspection.

9 Please note that the life expectancy of an exhaust or clutch system is uncertain and difficult to predict. Without prejudice to clause 1 and clause 5 above, the fact that such items have not been identified as faulty on the Report does not and should not be taken to imply that such a system will have a continuing life expectancy from the time of our check.

Road Testing

10 Road testing is carried out within the immediate area of the service. If, due to circumstances outside of our reasonable control, the vehicle is in an un-roadworthy condition, the vehicle contains no oil and/or petrol and therefore a road test cannot be carried out at the time of inspection, the original fee shall remain fully payable and an additional fee will be payable for any subsequent road test we are asked to undertake. The Customer is required to confirm to us that the vehicle requiring an AA

Vehicle Inspection has a current MOT certificate. We will not be obliged to carry out a test drive if the Customer is unable to confirm that the vehicle concerned has a valid MOT. The carrying out of a test drive does not mean that we have seen a valid MOT certificate.

Obtaining necessary permissions

11 It is the Customer's responsibility to, and the Customer must, ensure that proper provision is made (including the obtaining of any necessary permission) for our check to be carried out on garage premises or on an off-road site with adequate level hard standing. We need enough room for our engineer to be able to walk round the vehicle and fully open all doors. There must also be enough room for our engineer to park his own vehicle close to the inspection site.

Fees and cancellations

12.1 All fees and charges must be paid by credit/debit card at the time of booking.

12.2 We reserve the right to refuse to inspect or Report on any vehicle which appears to our engineer not to be of standard production (for example, but not limited to, kit cars), which have been modified or which have not been in regular use. In such circumstances we shall be entitled to refuse to carry out the AA Vehicle Inspection.

12.3 In the event that an AA Vehicle Inspection is cancelled by you within 24 hours of the date of the proposed inspection, then a fee of £76 (inc VAT) of the total fee will remain payable. We reserve the right to charge a cancellation fee of £20 (inc VAT) if you cancel more than 24 hours before the AA Vehicle Inspection is due to take place. The provisions of this clause shall also apply to re-tests.

12.4 Where an inspection is cancelled once the engineer is on his way to attend or has attended the appointment, or you have provided incorrect or incomplete information that has prevented us from carrying out the AA Vehicle Inspection or as otherwise specified in these terms and conditions, then no refund of the fee will be made.

12.5 A cancellation must be notified to the Service Support Team by calling 0800 056 8040, Monday to Friday 9am to 5pm.

Complaints

13.1 In the event of a complaint or dissatisfaction please contact 0800 056 8040. We should be given the opportunity to re-inspect the vehicle and may need to do so to deal with the complaint.

Depending on the nature of your complaint it may be dealt with by Motorfile Limited, who are our agents for the administration and payment processing of the services, or DEKRA Expert Limited, who are our agents for the provision of the AA Vehicle Inspection service.

13.2 No repairs should be affected or any parts replaced on any vehicle which is the subject of a complaint before the vehicle has been re-inspected by us. Should emergency repairs be required to make any vehicle safe and which is then later to be the subject of a complaint to us, then you must ensure that a complaint is made to us within a reasonable time after discovering the problem, and that any faulty or worn parts which may have needed to be replaced are retained for future re-examination by us. We will not, under any circumstances, be responsible for the cost of any repairs carried out without our previous agreement in writing.

13.3 We reserve the right to re-inspect any vehicle at our own expense should it be considered necessary to deal with any complaint and an unbiased second opinion will be provided.

Matters outside of our reasonable control

14 We shall not be liable for any delay in performing or any failure to carry out an AA Vehicle Inspection to the extent that such delay or failure results from events or circumstances outside our reasonable control.

Exclusion of liability for loss

15 Motorfile Limited has been appointed by AADL as a payment-handling agent only. The Customer acknowledges that Motorfile shall not be liable or responsible in any way to the Customer for the provision of the AA Vehicle Inspection.

16 We will not be liable for any loss or damage in circumstances where:

- i. such loss or damage is not a reasonably foreseeable result of any such breach (loss or damage is foreseeable where it could be contemplated by you and us at the time the vehicle is inspected);
- ii. such loss or damage was not caused by a breach by us, our employees or agents;
- iii. such losses are business losses or losses to customers who are not consumers;
- iv. any increase in loss or damage results from breach by you of any term of this contract.

Nothing in these terms and conditions shall exclude or restrict our liability for negligence resulting in death or personal injury or any other

liability which cannot be lawfully excluded or restricted.

17 AA Vehicle Inspections are supplied solely for the use of the Customer and are not for the use of, or to be relied upon by, any third party and the Customer shall be responsible for advising any such third party accordingly. However, in certain circumstances we reserve the right to disclose details of the report, (whether in whole or in part) to a third party such as the vendor.

18 Nothing herein will affect the statutory rights of a consumer under any applicable statute.

Enforcement of terms

19 If any part of these terms and conditions is held by a court of competent jurisdiction to be unenforceable the validity of the remainder of these terms and conditions shall not be affected.

20 These terms and conditions are enforceable only by AADL and by you. It is not intended that anyone else has a right to enforce them whether under the Contract (Rights of Third Parties Act) 1999 or otherwise.

Use of personal information

21 The AA group of companies* (including AADL and Automobile Association Personal Finance Limited) will use your personal information for the purposes outlined in the fair processing notice attached in the schedule below. The AA group privacy policy is also available on www.theaa.com or from the Data Protection Manager by writing to him directly at the address below.

22 In order to facilitate the provision of services and to process payments you agree that AADL may share your personal information with Motorfile Limited, who acts as AADL's agent for these purposes. In addition you agree that AADL may share your information with DEKRA Expert Limited, who shall be the party carrying out the AA Vehicle Inspection.

Interpretation

23 The headings used in these terms and conditions are for convenience only and shall not affect the interpretation of their contents.

24 These terms and conditions shall be interpreted in accordance with the Laws of England and Wales and are subject to the non-exclusive jurisdiction of the courts of England and Wales.

Report advice

25 You are strongly advised to discuss the findings within the Report with the vendor **prior** to making any decision to purchase the vehicle. If you have not viewed the vehicle personally, you must satisfy yourself of the vehicle's cosmetic appearance, specification, and suitability for your needs and expectations by viewing and driving the vehicle yourself, prior to making your purchasing decision.

AADL company details

Automobile Association Developments Limited
Registered office: Fanum House, Basing View,
Basingstoke, Hampshire RG21 4EA.
Company registration number 01878835.

Fair Processing Notice – Schedule

Using your personal information

- 1** The AA group* will use your personal information to provide the products/services you have requested, for administration, research and marketing including customer profiling (with information from third-party agencies), and to prevent and detect fraud and loss. We may contact you in any way (including mail, email, telephone and SMS) about products and services offered by us and/or selected partners unless you have previously asked us not to do so.
- 2** We may disclose your information to other people and organisations to provide the services you have requested or where legitimately asked for as part of legal or regulatory purposes including prospective legal proceedings. Occasionally these organisations may be outside the EEA in countries that do not have the same standards of protection for personal information as the UK.
- 3** We may monitor and record communications with you (including phone conversations and emails) for quality assurance and compliance reasons. Where you give us information on behalf of someone else, you confirm you have their consent and that they have not objected to these uses of their personal information.

* A list of the companies is available from the Data Protection Manager at the AADL address noted above.