

AA SERVICE & REPAIR – TERMS AND CONDITIONS

Definition of Words/Phrases Used In These Terms and Conditions

'AA', 'our', 'we' and 'us' means The Automobile Association Limited whose registered office is at 22 Grenville Street, St Helier, Jersey, JE4 8PX, Channel Islands. Head Office: Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA. Branch registered in England and Wales number FC021700 (BR004875).

'AA Group' means the AA and any holding company or subsidiary company within the AA group of companies (including, without limitation, Automobile Association Insurance Services Limited, AA Media Limited and Automobile Association Personal Finance Limited).

'Breakdown Assistance Contract' means any agreement under which you are entitled to request breakdown assistance services from the AA.

'Fee(s)' means the sum(s) which you have agreed to pay us in consideration of the performance of the AA Service & Repair which shall include the parts and labour identified to you by the AA and/or, where applicable, our attendance fee(s), and any VAT and other applicable taxes payable in relation to such sum(s).

'AA Service & Repair' means the services that the AA provides to you in relation to the Vehicle. 'AA Service & Repair Technician' means the person providing the mobile service version of AA Service & Repair using an AA branded vehicle.

'AA Service & Repair Quote' means the quote provided to you by the AA. The AA Service & Repair Quote will set out the work you have asked to be carried out (and that we are offering to provide) in relation to the Vehicle and the Fee(s) payable for that work.

'AA Service & Repair Work' means the work, including any parts, identified on the AA Service & Repair Quote.

'Garage' means a garage which provides AA Service & Repair at its premises on our behalf.

'Vehicle' means the vehicle in relation to which you instruct us to carry out the AA Service & Repair.

'you' and 'your' means the person who requests the provision of AA Service & Repair.

AA Service & Repair Descriptions

Section 1. Vehicle Repairs and Maintenance

What is included: The parts and labour required to carry out the repair or maintenance of the Vehicle (as detailed in the relevant AA Service & Repair Quote).

What is not included: Additional parts and/or labour not detailed in the relevant AA Service & Repair Quote but which may be required to repair or maintain the Vehicle.

Section 2. Vehicle servicing

What is included: The parts and labour required to service the Vehicle for the level of service requested and referred to in your AA Service & Repair Quote.

What is not included:

- The cost of any additional parts and labour required to repair any faults or additional work identified during the service
- If special or synthetic oil, platinum or multi electrode spark plugs are required and have not been expressly identified in the AA Service & Repair Quote, an additional charge will be made. You will be notified of this charge before the relevant work is carried out.

Section 3. MOT

What is included: The cost of conducting an MOT test at the premises of a Garage.

What is not included: Any rectification work required in order to bring a Vehicle up to the standards required to pass an MOT or any work required following an MOT failure.

Section 4. Tyre Replacement

What is included: The cost of the tyre(s) fitted, and the labour required to fit the same, as identified on the AA Service & Repair Quote. The Fee(s) will also include balancing of the tyre(s) supplied and, unless you have asked to retain the tyres prior to their removal, disposing of any tyres replaced.

What is not included: Wheel alignment. Wheel alignment is not included unless expressly requested and referred to in the AA Service & Repair Quote.

Please note: Attendance fee If, on inspection of the Vehicle by the AA Service & Repair Technician or upon collection of the Vehicle by a Garage, we discover that you have provided incorrect information as to the tyre(s) required for the Vehicle we will not be obliged to provide AA Service & Repair and will be entitled to charge you an attendance fee of £40 (including VAT). See also clause 3 of the General Terms of Contract below.

General Terms of Contract

1. AA Service & Repair Quote validity and Term and Conditions to Apply

Unless otherwise stated in writing, the AA Service & Repair Quote usually remains valid for 14 days from the date of the relevant AA Service & Repair Quote. However, we reserve the right, prior to the commencement of the AA Service & Repair, to notify you of an immediate increase in the AA Service & Repair Quote where this results from an increase in the cost of parts or other charges beyond our reasonable control. In the event of an increase to your AA Service & Repair Quote you will have the right to cancel at any time prior to our commencement of the AA Service & Repair Work.

The contract governed by these Terms and Conditions is made between you and the AA. Once the AA Service & Repair Quote has been accepted and access to the Vehicle provided then, unless additional or different work is agreed with you, we will carry out the relevant AA Service & Repair Work in accordance with these Terms and Conditions.

If you want us to carry out any work not shown on an AA Service & Repair Quote(s) already provided, and we are willing to do so, we will provide a further AA Service & Repair Quote and will agree it with you first. These terms and conditions will apply to that further or revised work.

2. Where you may have to pay an attendance fee

2.1 In providing an AA Service & Repair Quote we often have to rely on information provided by you.

2.2 If, following a Vehicle's collection by a Garage or the attendance on a Vehicle by an AA Service & Repair Technician, we are unable to carry out, or complete, the AA Service & Repair Work because it appears, in the Garage's or the AA Service & Repair Technician's reasonable opinion, that different or additional work and/or parts (not requested by you or identified in the AA Service & Repair Quote provided) are required to repair or maintain the Vehicle then we will be entitled:

- a) not to start work and to charge an attendance fee of £40 (including VAT), or
- b) if the position does not become reasonably apparent until after work has started, to stop work and to charge you a reasonable sum for any work carried out by us (subject to our minimum charge of £40 (including VAT)).

2.3 Where we have agreed to collect the Vehicle and, on arrival at the agreed time and place of collection, we cannot do so because:

- 2.3.1 the Vehicle is not there and/or we cannot reasonably gain access to it; or
- 2.3.2 the Vehicle cannot, through no fault on our part, be lawfully driven on the road for example, without restriction, because:
 - the Vehicle is unroadworthy, or
 - of the condition, or unsuitable nature of, its tyres, or
 - it does not display a current valid tax disc;then we will be entitled not to collect the Vehicle or to provide any further AA Service & Repair and to charge you an attendance fee of £40 (including VAT).

2.4 See also under Section 4. Tyre Replacement "Please note" above (where incorrect tyre information is provided) and clause 3 below (where a locking wheel nut key is required and not supplied) for details of other circumstances where our attendance fee will be payable by you.

3. Locking wheel nuts

If the AA Service & Repair Work requires the removal of any wheel which is fitted with a locking wheel nut and you do not provide the appropriate locking wheel nut key, we will not be obliged to provide any AA Service & Repair and we will be entitled to charge an attendance fee of £40 (including VAT).

Removal of wheels without appropriate locking wheel nut key: You should be aware that if you cannot provide the appropriate locking wheel nut key and request that we try to remove the wheel without it, there is an inherent risk of damage to the locking wheel nut and/or the wheel. If we agree (at our discretion) to attempt a wheel removal, at your request and without the appropriate locking wheel nut key, then this damage is at your risk and we, our agents or sub-contractors, shall not be liable for it. This does not exclude our responsibility for damage beyond what is reasonably commensurate with the attempted removal of the relevant wheel (for example damage to other areas of the Vehicle).

4. AA Service & Repair: service availability and other restrictions

AA Service & Repair is only available in certain parts of the country. In addition, some of the services under AA Service & Repair are not available for all makes and models of vehicle. You will be advised of this, if relevant, when you make your booking request.

Some of the services under AA Service & Repair cannot be performed by an AA Service & Repair Technician, due to the mobile nature of workshop, and/or due to availability restrictions. In these circumstances you may, where feasible, be offered AA Service & Repair through a Garage. See also clause 9 below.

5. AA Service & Repair Location

Depending on vehicle type and work required and availability there are two options for AA Service & Repair:

At an agreed premises: Where AA Service & Repair is to be provided by an AA Service & Repair Technician, the location for the provision of AA Service & Repair, as requested by you, must meet the requirements advised 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 or occupier of the agreed location for the AA Service & Repair to be carried out there; or

At a garage premises: Where AA Service & Repair is to be provided by a Garage, you will normally be offered the option to either deliver and collect the Vehicle from the relevant Garage premises yourself or to use the collection and delivery service if available (see under clause 6 below).

Please note: In either case it is your responsibility to remove any personal effects from the Vehicle before work commences.

6. Courtesy Services: Collection and Delivery

6.1 Where the work is to be carried out by a Garage, the AA may be able to arrange a free collection and delivery service. This is subject to availability and restricted to a maximum collection and delivery distance of 10 miles. In addition, it will only be made available where the Vehicle has been booked in for an MOT or, in all other cases, where the relevant AA Service & Repair Quote is for £75 or more (including VAT). For the avoidance of doubt, you have no right to compensation or for an alternative method of transport to be arranged if, on any occasion, a collection and delivery service is not available.

7. Payment of Fee(s)

7.1 The Fee(s) can only be paid by a valid debit or credit card. The quoted cost of the work will be preauthorised by the AA upon taking a booking. This is only to ensure that you have sufficient funds in your credit or debit card account to meet the likely cost of the repairs at the time of payment. The Fee(s) will only be payable (and taken from your card) once the AA Service & Repair has been completed and/or, if applicable, an attendance fee has become payable by you in accordance with these Terms and Conditions.

7.2 In the event that payment through the Customer's debit or credit card is declined, interest at the rate of 3% above the Bank of England base rate will be charged for any payments which remain unpaid 14 days from when the relevant AA Service & Repair Work was satisfactorily completed and/or, if applicable, our attendance fee became payable.

7.3 A VAT receipt will be sent out to you if requested.

7.4 If work is carried out at a Garage's premises and you do not collect or, where return delivery has previously been agreed, refuse to take delivery of the Vehicle following the satisfactory completion of the AA Service & Repair services a charge will be levied for storage of the Vehicle. The relevant current rate of storage for the Garage is available on request.

7.5 If, in the absence of any fault on our part, you ask that we stop the AA Service & Repair Work prior to completion you will be charged for the work actually carried out at the relevant hourly rate together with any parts or consumables used.

8. Agents etc

With the exception of MOTs (which can only be carried out at an MOT testing station), the AA Service & Repair may, subject to clauses 3 and 5 above, be carried out either by an AA Service & Repair Technician or by a Garage. We will only accept responsibility for the actions of an agent or sub-contractor where they are acting on our instruction and providing AA Service & Repair under these Terms and Conditions.

9. Parts Availability

The parts which may be required to complete the AA Service & Repair Work are subject to availability and we will inform you as soon as reasonably possible if they are not available. In such circumstances we will be entitled to re-arrange the time and date of your appointment for the AA Service & Repair.

10. Owner's authority

Where you are not the owner of the Vehicle:

- a) by instructing us to carry out the AA Service & Repair 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 AA Service & Repair under your direction.

11. Road tests

The Vehicle may be given a road test as part of the AA Service & Repair Work.

12. Right to Cancel

If, with your agreement, we provide the AA Service & Repair Work before the end of the cancellation period under the Distance Selling Regulations 2000, your right to cancel will end as soon as the AA Service & Repair Work commences. For the avoidance of doubt, if your Vehicle is collected, collection forms part of AA Service & Repair for these purposes and therefore AA Service & Repair will have commenced.

If bespoke or tailored parts are required to complete the work then your right to cancel ends as soon as these parts are ordered.

If you wish to cancel an AA Service & Repair appointment, please ring us on 0800 975 3932.

13. Extent of AA Service & Repair

We will carry out the AA Service & Repair Work described in under "What is included", as relevant for the service requested. No other services are included (for example, without limitation, those listed above under the relevant "What is not included" heading, or otherwise excluded under these Terms and Conditions).

Our Warranty

Please note: If you want us to correct a defect under this warranty, you must first contact us on 0800 9753932. Failure to do so will invalidate this warranty.

14. Subject to clauses 15 to 18 below and in addition to your statutory rights as a consumer 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), we agree to correct, free of charge, any defect in the Vehicle which is caused by our faulty workmanship or by any defects in the parts supplied by us provided that:
 - (i) the defect arises and is reported to us within 12 months of the completion of the relevant AA Service & Repair Work or within 12,000 miles of completion of such work, whichever period is the shorter; and
 - (ii) you take all reasonable steps to minimise any damage which the faulty workmanship or defect may cause; and
 - (iii) you arrange for the Vehicle to be inspected by us as soon as reasonably practicable after discovering the defect; and
 - (iv) you give us all reasonably necessary access to the Vehicle and co-operation so as to enable us to correct the relevant defect.

Please note that under this Warranty:

- (a) we will normally (but not necessarily) arrange for the defect to be corrected by the garage or, if applicable, other service provider which or who originally carried out the work, unless you request otherwise and can demonstrate to our satisfaction that it is not, in the circumstances, reasonable to do so, in which case we will select an alternative garage or service provider to carry out the rectification work; and
 - (b) we will not arrange or pay for an alternative vehicle for your use whilst defects are being corrected by us.
15. The warranty in clause 14 will not cover defects or damage arising from (a) normal wear and tear, (b) wilful damage or negligence by you, or any third party, (c) use otherwise than as reasonably recommended by us or the Vehicle's manufacturer, (d) failure to follow our or the Vehicle's manufacturer's reasonable instructions (e) your continuing to use the Vehicle after discovery of the defect covered by the warranty or (e) any relevant alteration carried out without our approval.
 16. If we recommend work which you do not authorise us to do then our warranty will not cover any defect or damage arising as a result of that work not being done.
 17. Our warranty is strictly limited to those works we carry out on your behalf under the AA Service & Repair and we will not, under this warranty, accept charges for any repairs you have had undertaken by other garages/repairers.
 18. Our warranty does not apply to any tyres supplied or to any windscreen repairs carried out.
 19. **Replaced Parts**
Save where the AA Service & Repair Quote indicates that you are to retain a replaced part, we will be entitled to retain, to dispose of and to benefit from all replaced parts. In addition, where the following replaced part(s) are in such a condition that we cannot submit the same for reconditioning without paying a supplement we will be entitled to charge you a supplement, the amount of which will be advised in the relevant AA Service & Repair Quote: Parts affected: drive shaft; alternator; starter motor.

20. Rights to refuse service

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;
- 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 AA Service & Repair would, in the AA's reasonable opinion, involve any breach of the law or of the rights of any third party, or there is a reasonably foreseeable health and safety risk to a third party or to any AA employee, agent or sub-contractor who is involved in providing the AA Service & Repair or 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

21. 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 will use all reasonable endeavours to complete the AA Service & Repair Work within the time estimates given to you but cannot guarantee this. We will inform you of any delay as soon as reasonably practical.
22. The AA shall not be liable for any failure where such failure 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 sub-contractors, theft, malicious damage, any refusal of access to (or inability to access) the agreed location for carrying out AA Service & Repair, strike, lock out or industrial action of any kind.
23. In addition to clause 22 above, if weather conditions are such that either a) it is not safe for the AA Service & Repair Technician to carry out or complete the AA Service & Repair, or b) the AA Service & Repair could not reasonably be carried out to required standards, or c) the Garage cannot collect the Vehicle previously agreed then the AA reserve the right to rearrange an appointment. In these situations, you will be given as much notice as reasonably possible.
24. **Exclusion of liability for loss of profit etc.**
We, and our agents or sub-contractors, shall not be liable to you for any loss or damage caused by us, our employees, agents or sub-contractors where a) there is no breach of a legal duty owed to you by the AA or its employees, agents or sub-contractors; or b) such loss or damage is not a reasonably foreseeable result of such a breach; or c) any loss or damage, or any increase in the same, results from any breach or omission by you (including, but not in any way limited to, any failure on your part to take all reasonable steps to minimise any such loss or damage). The AA, its employees, agents or sub-contractors shall not, in any event, be liable for any loss you may have a) relating to any business interest(s) you may have including, without limitation, loss of profits, loss of opportunity or of business or losses relating to business interruption or b) of earnings.

Possible affects of AA Service & Repair on 3rd party warranties

25. If you have the benefit of a warranty in respect of the Vehicle from another company (e.g. a manufacturer's warranty or another repairer's warranty) the carrying out of the AA Service & Repair Work 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 AA Service & Repair Work. We and our agents or sub-contractors will not be responsible for the effect of the work on any other warranty you may have.

26. 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

27. 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.
28. Save for the AA's sub-contractor's or agent's being entitled to rely on, or enforce, any provision in these Terms and Conditions that expressly refers to such sub-contractors or agents, none of these Terms and Conditions is 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.

29. Use of personal information

- We reserve the right to provide details of the AA Service & Repair provided to you to:
- a) the owner and/or registered keeper of the Vehicle (if not you),
 - b) our customer (whether an individual or organisation (corporate or otherwise)) under any Breakdown Assistance Contract relevant to the Vehicle (if not you), and/or
 - c) the individual or organisation (corporate or otherwise), if any, which arranged for you to receive assistance in relation to the Vehicle under any Breakdown Assistance Contract, and/or
 - d) to Garages, AA's agents or sub-contractors where this is reasonably necessary to provide the services you have requested.

- 30.1 In addition The Acromas Holdings Limited group of companies, of which the AA group of companies* (including The Automobile Association Limited, AA Limited, Automobile Association Insurance Services Limited and Automobile Association Personal Finance Limited) forms a part ("we") will use your personal information for the following purposes**:

- a) to identify you when you contact us;
- b) 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);
- c) 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;
- d) to carry out marketing analysis and customer profiling (including with transactional information), conduct research, including creating statistical and testing information;
- e) to help to prevent and detect fraud or loss;
- f) 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;

- 30.2 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.

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

- 30.4 We may check your details with fraud prevention agencies. If you provide false or inaccurate information and we suspect fraud, we will record this. We and other organisations may use and search these records to:

- a) help make decisions about credit related services for you and members of your household;
- b) help make decisions on motor, household, credit, life and other insurance proposals and insurance claims for you and other members of your household;
- c) trace debtors, recover debt, prevent fraud and to manage your accounts or insurance policies; and
- d) check your identity to prevent money laundering unless you give us other satisfactory proof of identity.

*A list of companies forming the AA group of companies is available from The AA Data Protection Officer at The AA, Fanum House, Basingstoke, Hampshire, RG21 4EA.

**See the AA privacy policy at theaa.com/termsandconditions/privacy_policy.html for further details.

- 30.5 If you need details of those fraud prevention agencies from which we may obtain and with which we may record information about you, please write to The AA Data Protection Officer at The AA, Fanum House, Basingstoke, Hampshire, RG21 4EA.

- 30.6 Where you give us information on behalf of someone else, you confirm that you have provided them with the information set out in these provisions and that they have not objected to such use of their personal information. Where you give us sensitive data about yourself or another person (such as health details or details of any criminal convictions) you agree (and confirm that the other person has agreed) to our processing such information in the manner set out in these provisions.

Interpretation, use of English law & language

31. The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of their contents.
32. These Terms and Conditions, and any agreement entered into in connection with the same, shall be interpreted in accordance with the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England and Wales.

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.

Please phone us on: 0845 607 6727 Text phone users can ring: 0845 850 1207

Or write to: Customer Care, AA, Lambert House, Stockport Road, Cheadle, Cheshire, SK8 2DY. Email: customersupport@theaa.com

AA Company Details The Automobile Association Limited whose registered office is at 22 Grenville Street, St Helier, Jersey, JE4 8PX, Channel Islands.

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