

AA Key Assist

Terms and Conditions

Definition of Words/Phrases Used In These Terms and Conditions

'AA', 'our', 'we' and 'us' means Automobile Association Developments Limited whose registered office is at Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA with company registration number 01878835.

'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 are entitled to request breakdown assistance services.

'Key Assist Service' means the cutting and, if necessary, programming of a bespoke replacement key for the relevant Vehicle.

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

'Key Assist Service Quote' means the quote given to You by the AA detailing the Fee for the Key Assist Service.

'Fee' means the sum which You pay for the Key Assist Service. This includes the cost of providing the bespoke replacement key (including any parts & labour required to programme and cut the key), Value Added Tax, and any other applicable charges payable from time to time, and, if applicable, any call out charge. We will advise You of the Fee when making Your Key Assist Service appointment.

'Vehicle' means the vehicle which You instruct the Key Assist Service to be carried out in relation to.

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

'AA Member' means a customer of the AA who holds a current Breakdown Assistance Contract.

Key Assist Service Description

What is included:

- The parts and labour required to provide a bespoke replacement key that is cut and, if necessary, programmed to enable Your Vehicle to be accessed and started.
- A warranty for the key provided under the Key Assist Service is available in accordance with clauses 12 & 13 of the Terms and Conditions (Our Warranty).

What is not included:

Recovery of the immobilised Vehicle. If You are an AA Member with a recovery service included in Your Breakdown Assistance Contract, such recovery service shall not be available in the event Your keys are lost or stolen. If You chose to decline the Key Assist Service or if we are unable to provide the Key Assist Service for any reason, we may be able to arrange for the recovery of Your Vehicle at an additional cost to You.

General Terms of Contract

General

1. The contract governed by these Terms and Conditions is made between You and the AA. We are under a legal duty to supply You with goods that are in conformity with Your contract with us.
2. These Terms and Conditions are separate from the Terms and Conditions of Breakdown Assistance which continue to apply to any services provided under the Breakdown Assistance Contract (where applicable to You).
3. The Key Assist Service is usually available seven days a week (excluding Christmas Day, Boxing Day and New Year's Day) and between the hours of 7am-10pm. The location for the provision of the Key Assist Service, as requested by You, must be approved by the AA and, once agreed, cannot be changed unless otherwise agreed between the parties. You must ensure that You have any necessary permissions from the owner or occupier of that location for the Key Assist Service to be carried out there.
4. The Fee must be paid by debit or credit card and in most cases will be payable on completion of the Key Assist Service however in some cases part or full payment will be required to secure the booking of the Key Assist Service. We may preauthorise Your card prior to commencement of the Key Assist Service. We reserve the right to refuse service should this preauthorisation not be given.
5. The Key Assist Service will either be provided by the AA directly or through an approved partner.
6. You must, on request, provide such proof of ownership of the vehicle, or of Your authority to request the Key Assist Service in relation to the Vehicle, as the AA reasonably requests.
7. Where You are not the owner of the Vehicle:
 - a) by instructing us to carry out the Key Assist 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: (i) You were not authorised to instruct us to provide the Key Assist Service and/or (ii) that the provision by us of the Key Assist Service under Your direction affected or negated any rights that the owner or registered keeper of the Vehicle had or might have otherwise had against You or any third party (including, but not limited to, under any warrantor insurance).

Right to Cancel

8. We will inform You of all cancellation charges prior to point of sale. If You wish to cancel a Key Assist Service appointment, please ring us on 0800 107 0039
9. You may cancel Your Key Assist Service appointment without incurring a charge at any time no less than 24 hours prior to Your appointment time unless offered a same day appointment where 2 hours' notice will be required. If however we have, before the time at which You choose to cancel, ordered a key or other part and/or acquired security codes (where necessary) You will no longer have the right to cancel and receive a full refund of any monies paid. You will also lose Your right to cancel a) where we have cut a key for You or b) where we have effected or begun to effect entry into Your vehicle. If You are due a refund of monies You have paid we reserve the right to deduct from this a charge for the services You have already received, handling and any postage charges. Where You have not paid us any money at the time of cancellation we reserve the right to charge You for the services You have already received as per this clause 9.

Extent of Key Assist Service

10. We will carry out the Key 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").
11. The AA is not able to provide Key Assist Services for all vehicle makes and models.

Our Warranty

12. In addition to Your statutory rights as a consumer, and subject to clause 13 below, if there is a defect on the original key we supplied to You, we agree to provide, free of charge, a bespoke replacement key, provided that:
 - (i) The defect arises and is reported to us within 12 months of the completion of the Key Assist Service;
 - (ii) You arrange for the Vehicle to be inspected by us as soon as reasonably practicable after discovering the defect;
 - (iii) You return to us the replacement key originally supplied; and
 - (iv) If we provide You with a manufacturer's remote, Your warranty may reside with the manufacturer and require repair or replacement via their dealer network. We will advise this at the point of any claim under warranty.

13. This warranty will not cover defects arising from normal wear and tear, willful damage, negligence by You or any third party, use otherwise than as recommended by us or the Vehicle manufacturer, failure to follow our or the Vehicle manufacturer's instructions or from any alteration carried out without our approval. Minor defects not affecting the operation of the key including, but not limited to defects relating to the cosmetic appearance of the key, will not be considered to be defects for the purposes of this warranty or this contract.

Right to refuse service

14. 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 have falsely represented that You are entitled to AA Group services that You are not entitled to; or
 - c) You have assisted another person in accessing AA Group services to which they are not entitled; or
 - 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; or
 - e) The circumstances surrounding the Vehicle, for example its location, are such that provision of the Key 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 Key Assist Service or where there is the potential for harm or damage to the environment; or
 - f) The Vehicle is in a dangerous, over-laden or un-roadworthy condition; or
 - g) You are not the owner of the Vehicle and You have not, in our opinion, provided sufficient evidence that You are authorised to allow us to effect entry into the Vehicle.

Matters outside the AA's reasonable control

15. 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 try to complete the Key Assist Service within the time estimates given to You. We will inform You of any delay.
16. The AA shall not be liable for Key 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.
17. If weather conditions mean that either a) it is not safe for the Key Assist Service Technician to complete the Key Assist Service, or b) the Key Assist Service could not reasonably be carried out to the required standards, then the AA reserves the right to rearrange an appointment. In these situations You will be given as much notice as reasonably possible.

Exclusion of liability for loss of profit

18. 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 Key Assist Service where such loss or damage are (i) not foreseeable at the time of Your purchase of the Key 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, for example, if You discussed it with us during the sales process. We only supply the service for domestic and private use. If You use the Key Assist 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.

Enforcement of Terms and Conditions

19. 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.
20. 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

21. Without restriction on any other rights of disclosure we may have, we reserve the right to provide details of the Key Assist Service provided to You, to the owner and/or registered keeper of the Vehicle (if not You), and/or to the police.
22. Information You provide or we hold (whether or not under these Terms and Conditions) may be used by our employees or agents to:
 - (i) identify You when You phone us;
 - (ii) help us detect fraud or loss;
 - (iii) write, phone or email You with information about other services and products we and our partners offer. We will not contact You in this way if You have previously told us not to do so.

Interpretation, use of English law & language

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 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.
Please phone us on: 0344 209 0556 or 0161 333 5910.
Or write to: Member Relations, AA, Lambert House, Stockport Road, Cheadle, Cheshire, SK8 2DY.
Or Email: customersupport@theaa.com

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

AA Company Details:

Automobile Association Developments Limited, whose registered office is at Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA with company registration number 01878835. VAT number 188031110.