

AA Vehicle Inspections Terms and Conditions

AA Vehicle Inspections are provided by Automobile Association Developments Limited (“AADL”) whose registered office is located at Fanum House, Basing View, Basingstoke, Hampshire – registered company number 01878835: VAT number 188031110.

Your contract for an AA Vehicle Inspection is with AADL.

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

AADL/Our/We and Us means Automobile Association Developments Limited

Agreement means the agreement between AADL and the Customer pursuant to which AADL agrees to procure that an Inspector carries out an Inspection in accordance with these terms and conditions.

Cancellation Fee means the amount payable by the Customer as referred to in clause 12 of these terms and conditions.

Customer/You means a customer of AADL who places an order for an Inspection.

Fee means the amount payable by the Customer to AADL for the Inspection as set out at <https://www.theaa.com/vehicle-inspections/prices.html>.

Inspection means the inspection carried out on the Vehicle by the Inspector for the Customer in accordance with these terms and conditions. AADL provides a number of different categories of Inspection, each of which involves different checks. Details of the different categories of inspection and the checks that are involved are available at <https://www.theaa.com/vehicle-inspections/about.html#tabview%3Dtab2> and <https://www.theaa.com/vehicle-inspections/about.html#tabview=tab1> or by telephoning 0800 056 8040. Confirmation of the category of Inspection that the Customer has chosen to be carried out on the Vehicle (and the checks involved) will be included in the welcome letter, which AADL sends to the Customer following receipt of the Customer’s order for an Inspection.

Inspector means the inspector who carries out the Inspection on behalf of AADL.

Report means the written report produced by the Inspector as part of the Inspection, which will include the Customer’s name and address, details of the Vehicle inspected and its location, whether the Vehicle has passed or failed the Inspection, a list of checks carried out (depending on the type of Inspection which the Customer requires) and an outline of any areas of concern which the Inspector has decided should be brought to the attention of the Customer.

Report Checklist means the list of areas which will be or have been checked by the Inspector as part of the Inspection, which are available at <https://www.theaa.com/vehicle-inspections/about.html#tabview%3Dtab2> under the heading “What’s covered: detailed list”.

Vehicle means the vehicle in respect of which the Customer requires an Inspector to carry out an Inspection.

General

1. Inspections are prepared from visual and external checks of the Vehicle only and are limited to the parts and/or items identified on the Report. Inspections do not involve dismantling or disturbing any structure, assembly, component or internal mechanism. The Inspector will carry out a road test of the Vehicle and will produce a Report. There are certain parts of the Vehicle

which will not be looked at. You should read the Report Checklist and these terms and conditions carefully to see what will not be checked. A copy of the Report will be sent to You by email to the email address You provide when ordering an Inspection unless You request that we post the Report to You. 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 do not receive Your Report within 24 hours of the AA Vehicle Inspection taking place you must notify Us as soon as reasonably possible in order that We can resend Your Report to You. We shall not be liable to You for any failure to deliver a Report to the extent that non-delivery is outside of Our reasonable control.

2. Items which are listed on the Report Checklist as a part/item to be checked, but which are not reasonably accessible on the 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 the Inspector will mark the relevant section of the Report accordingly.
3. The vehicle should be reasonably clean to ensure that the Inspector can clearly see and accurately report on the relevant vehicle parts inspected. Where the vehicle is not clean, the Inspector reserves the right not to comment on those parts and will mark the Report Checklist accordingly. In such case, the Report Fee shall be fully payable.

Exclusions

4. Without prejudice to clauses 1 and 2 above, **the items We do not check are:**
 - a) Any parts which require dismantling/ removing/ disconnecting or taking apart for inspection purposes;
 - b) Vehicle data checks
 - c) Oil and fuel consumption;
 - d) Source of oil leaks;
 - e) Brake lining material (other than what is immediately visible and can be seen without dismantling anything);
 - f) 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;
 - g) Operation of cassette, compact-disc players, TV/DVD/satellite navigation systems, Bluetooth or other in-car entertainment;*
 - h) Sound or radio reception and alarm systems; * Cylinder compression, vehicle electrics and
 - i) electronics;
 - j) Exhaust emissions and/or catalytic converters. If this is assessed by the Inspector as passing the Inspection it only relates to confirming its external condition, gas tightness and security. The Inspector is unable to confirm its internal condition or effectiveness as this requires exhaust emission testing which is not included in the Inspection;
 - k) The accuracy of in-car computer systems (for example, but in no way restricted to, computers used for route finding, fuel efficiency or otherwise);
 - l) Exhaust emissions;
 - m) Air conditioning functions and efficiency*;
 - n) 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;
- o) 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 Inspection 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; and
 - p) Non-standard accessories as a result of personal modifications or otherwise.

*These items will be turned on and off only if You have booked an Inspection comprising a Comprehensive Test and will not otherwise be checked.

5. Furthermore, **the Inspection cannot:**

- a) confirm whether or not the passenger or luggage compartments (including the body or caravan area of any Motorhome) are watertight; or
- b) predict the life expectancy of exhaust systems, clutches or dual-mass flywheels;
- c) 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 by the Inspector;
- d) confirm 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;
- e) confirm 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;
- f) include the inspection of any parts, components or areas of the Vehicle that are not reasonably visible or accessible to the Inspector at the time of the Inspection;
- g) confirm authenticity of the Vehicle's 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; or
- h) check for any recall notices. AADL recommends that You check with the Vehicle manufacturer that the Vehicle has not been subject to such notices.

6. **The Inspection can only** describe and/or identify defects actually found and/or which are reasonably capable of being found upon an external visual examination of the Vehicle at the time of Inspection. We cannot be held and are not responsible for any latent defects which are later discovered unless We can reasonably have been expected to see them during an Inspection conducted within the parameters of these terms and conditions. We cannot advise of defects if We cannot see them, or they are not apparent during the Inspection of the Vehicle concerned. In

particular, please note that (without limiting the foregoing) Vehicles over 5 years old, those that have a high mileage and/or have been subjected to abnormal use may have latent defects. While such defects may, in appropriate circumstances, give rise to a claim against the seller of the Vehicle, they fall outside the scope of the Inspection and the Report is provided on this basis. Neither AADL nor the Inspector will have any liability to You as a result of such defects.

7. Types of vehicles we don't inspect include:

- a) Disability controls and modifications – but we can check the vehicle.
- b) Any vehicle over 15 years' old
- c) Commercial refrigeration units fitted to vehicles – but we can check the vehicle.
- d) Body tipping equipment fitted to a vehicle
- e) Tail lifts fitted to any vehicle.
- f) Horse boxes
- g) American imports
- h) Kit cars
- i) Limousines
- j) Hybrid/dual-fuel cars
- k) Motorcycles
- l) London Taxis / Hackney Carriages
- m) Vehicles over 3.5 tonnes or trolley jacks
- n) specific high-performance vehicles (supercars or hypercars)

8. **Please note** that vehicles over 10 years old may contain serious internal, structural or mechanical defects and/or hidden corrosion, which will not be detectable from an external, visual examination. These vehicles may prove to be less reliable and may need more frequent repairs/servicing than more modern vehicles. While Our Inspectors take care to identify potential problems with the Vehicle from their external visual examination, You accept these and other disadvantages in owning a vehicle over 10 years old and You accept that neither AADL nor the Inspector will have any liability to You as a result of such defects.

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

10. If the Vehicle does not have a recent service history or it was not available to the Inspector at the time of the Inspection, then We recommend that a service in accordance with the Vehicle manufacturer's specifications be undertaken prior to purchase. This may highlight other defects, giving rise to repairs, which were not apparent from the external visual examination undertaken by the Inspector.

11. **Please note** that the life expectancy of an exhaust or clutch system is uncertain and difficult to predict. Without prejudice to clauses 1, 3 and 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 systems will have a continuing life expectancy from the time of Our check.

10. Road Testing

10.1 In order for our Inspectors to carry out a Road Test on the Vehicle, You must ensure that the vehicle contains sufficient:

- (a) Water;
- (b) Oil;

(c) Petrol.

- 10.2 Road testing is carried out within the immediate area of the Inspection. If:
- 10.1.1. the Vehicle is in an un-roadworthy condition; and/or
 - 10.1.2. the Vehicle contains insufficient oil, water and/or petrol; and/or
 - 10.1.3. the Customer is unable to confirm that the Vehicle has a valid MOT certificate and therefore a road test cannot be carried out at the time of Inspection,

the Fee for the Inspection shall remain fully payable and an additional Fee will be payable for any subsequent road test You ask Us to undertake.

- 10.3 The carrying out of a road test does not mean that Our Inspector has seen a valid MOT certificate.

11. Obtaining necessary permissions, access to Vehicle etc

It is the Customer's responsibility to, and the Customer must, ensure that proper provision is made (including the obtaining of any necessary permission from the owner of the Vehicle) for the Inspection to be carried out on garage premises or on an off-road site with an adequate level, hard, dry standing area. Our Inspector needs enough room to be able to walk round the Vehicle and fully open all doors. There must also be enough room for Our Inspector to park his own vehicle close to the Inspection site.

12. Fees and cancellations

- 12.1 The Fee must be paid by credit or debit card at the time of booking the Inspection.
- 12.2 We reserve the right to refuse to carry out an Inspection or to issue a Report on any vehicle:
- 12.2.1 which the Inspector cannot reasonably access; or
 - 12.2.2 which appears to the Inspector to be: (a) not of standard production (for example, but not limited to, kit cars); (b) modified or not in regular use (for example, which show signs of excessive corrosion on moving parts associated with being left standing and which may result in the Vehicle being unsafe to drive without rectification); (c) un-roadworthy or unsafe to drive; or
 - 12.2.3 in any of the circumstances referred to in clauses 10.1 paragraphs (a), (b) and (c) above; or
 - 12.2.4 where the Customer has failed to ensure that the proper provision has been made for the Inspection to be carried out, as required under clause 11 above; or
 - 12.2.5 where the Customer has provided incorrect or incomplete information that has prevented Us from carrying out an inspection;

and You acknowledge that in such circumstances We are entitled to treat the Agreement as terminated and to retain the Fee in full. If You wish Us to carry out a further Inspection, You will be required to pay a further Fee at the time of booking.

- 12.3 (i) Subject to (ii) below, You have the right to cancel an Inspection and receive a full refund of the Fee, minus the costs of any services already provided, within 14 days of making the agreement with Us to carry out the Inspection. To cancel You may, but are not obliged to, use the Model Cancellation Form set out in the Schedule to these terms and conditions.
- (ii) If You: (a) agree with Us that We will perform an Inspection within 14 days of the date that You make the agreement with Us to carry out the Inspection and You seek to cancel that Inspection (including, without limitation, where You notify Us that the Vehicle has been sold); or (b) if You seek to cancel the Inspection after the expiry of the 14 day period set out in (i) above (including, without limitation, where You notify Us that the Vehicle has been sold), We reserve the right to make a deduction from any refund in accordance with clause 12.4 below.
- 12.4 If You cancel an Inspection by 2pm on the day before the inspection is due to take place, You will be charged a fee of £20 to cover Our costs in setting up the inspection. If You cancel after 2pm on the day before the inspection is due to take place, You will be charged a fee of £76 to cover Our costs in arranging the inspection including allocating an inspector's time. Following You notifying Us that You wish to cancel the Inspection, We will refund You the proportion of the Fee paid which is due to You. However, once the Inspection has been completed (whether or not the Report has been produced) You cannot change Your mind, even if the 14-day period referred to in clause 12.3(i) above is still running, and no refund of the Fee will be due to You. The provisions of this clause shall also apply to re-tests.
- 12.5 To cancel an Inspection, You must inform Our Service Support Team of your decision to cancel by emailing VIAdministration@TheAA.com or by calling 0800 009 3873, Monday to Friday 9am to 5pm. To enable us to find Your order, you will need to provide Your name, address, telephone number and booking reference (as provided with your booking confirmation) together with Your cancellation request. You may use the Model Cancellation Form set out in the Schedule below, but are not obliged to do so.

13. Complaints

- 13.1** If You have a complaint or are dissatisfied with any Inspection carried out, please contact Us on 0800 056 8040 as soon as possible. We may need to re-inspect the Vehicle to deal with the complaint and You agree to allow Us to do so. Textphone users can contact us on any of our published numbers via the Next Generation Text Service.
- 13.2** No repairs should be effected or any parts replaced on the Vehicle which is the subject of a complaint before the Vehicle has been re-inspected by Us. Should emergency repairs be required to make the 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 (including notification of the need to carry out emergency repairs) within a reasonable time after discovering the problem, and that any faulty or worn parts which are repaired or 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 or parts replaced without Our previous agreement in writing.
- 13.3** We reserve the right to require another of Our Inspectors to re-inspect any Vehicle the

subject of a complaint at Our own expense should it be considered necessary by Us to deal with any complaint and a second opinion will be provided.

14 Matters outside of Our reasonable control

If there is any delay in performing or any failure to carry out an Inspection due to events or circumstances outside Our reasonable control We will take steps to minimise the effects of this in which case We will not be liable for such delay to/non-performance of the Inspection.

15. Exclusion of liability for loss

15.1 AADL will only be liable to the Customer (and not to any other person) to the extent that AADL fails to carry out the Inspection in accordance with these terms and conditions. Without limiting the foregoing, You acknowledge that neither AADL or the Inspector will be liable to You or any other person for any liability, loss, damage, claim, proceedings, costs or expenses (together referred to as "Losses") suffered or incurred by You in circumstances where:

- a. such Losses are not a reasonably foreseeable result of any such breach (Losses are foreseeable where they could be contemplated by You and Us at the time the Vehicle is inspected);
- b. such Losses were not caused by a breach by Us or the Inspector of these terms and conditions;
- c. such Losses comprise business losses or other losses to customers who are not consumers; or
- d. such Losses increase as a result of a breach by You of any of these terms and conditions.

15.2 Where an Inspector fails to identify a fault with the Vehicle which should have been identified from an Inspection carried out in accordance with these terms and conditions, AADL shall, at its option, either: (a) rectify the fault with the Vehicle at its cost; or (b) pay for the Customer to have the fault rectified. Nothing in these terms and conditions shall exclude or restrict Our liability to You for negligence resulting in death or personal injury or any other liability which cannot be lawfully excluded or restricted. Inspections are supplied solely for the use of the Customer and are not for the use of, and should not be relied upon by any third party. The Customer shall be responsible for advising any such third party accordingly.

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

16 Enforcement of terms

16.1 Each of the clauses of these terms operates separately. If any court of relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

16.1 The Agreement is between You and AADL. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any person in order to make any changes to these terms.

17 Use of personal information

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) (referred to in these terms and conditions as the "AA Group") will use your personal information for the purposes outlined in the fair processing notice 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 the address set out at the bottom of the fair processing notice below.

18 Interpretation

- 18.1 The headings used in these terms and conditions are for convenience only and shall not affect the interpretation of their contents.
- 18.2 These terms and conditions are governed by English Law and You can bring legal proceedings in respect of the Inspections in the English courts. If You live in Scotland, You can bring legal proceedings in respect of the Inspections in either the Scottish or the English courts. If You live in Northern Ireland, You can bring legal proceedings in respect of the Inspections in either the Northern Irish or the English courts.

19 Restrictions

- 19.1 Inspections can only be carried out on the Great Britain mainland. We do not carry out inspections in Northern Ireland, some parts of Scotland and Wales, or any of the islands.

20 Report advice

You are strongly advised to discuss the findings within the Report with the seller prior to making any decision to purchase the Vehicle. If You have not viewed the Vehicle personally, You must ensure that the Vehicle's cosmetic appearance and specification is satisfactory and suitable for your needs and expectations. We suggest You do so by viewing and driving the Vehicle yourself, prior to making your purchasing decision.

Schedule

Fair Processing Notice

Using your personal information

The AA group* will use your personal information to provide the Inspection You have requested and for administration and research. The AA Group may also use your personal information to prevent and detect fraud. Unless You have asked us not to do so, the AA Group may contact You by post, email, telephone, SMS or other means about products and services offered by the AA Group and/or selected partners which we think may be of interest to You.

The AA may disclose your information to other people and organisations to enable AADL to provide the Inspection You have requested or where legitimately required for 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. By giving us your details You consent to such disclosure. The AA Group will always use reasonable efforts to ensure sufficient protection is in place to safeguard your personal data as required by the Data Protection Act 1998.

The AA 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 to do so and that they consent to the use of their personal information in accordance with this fair processing notice.

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

Model Cancellation Form

To Automobile Association Developments Limited:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale for the supply of the following service [*],

Ordered on [*/received on[*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s)

Date

[*] delete as appropriate.