

AA Battery Assist Supply & Fit 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 with registration number 73356 Jersey and whose branch office is at Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA.

‘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 £4.99 delivery charge. In the event that a quote cannot be obtained for a vehicle on line 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.

‘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 clause 12 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.

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 a £30 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 AA Patrol 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 Distance Selling Regulations 2000, then Your right to cancel will end as soon as we start to provide the Battery Assist Service.

Extent of Battery Assist Service

8. 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

9. 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.
10. This warranty will not cover defects arising from normal wear and tear, willful 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.

11. 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.
12. 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

13. 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

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;
 - 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

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 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.
16. 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.
17. 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 for loss of profit

18. The AA and its agents shall not, in any event, and to the maximum extent permitted by law, have any responsibility for any increased costs or expenses, for any loss of profit, business, contracts, revenue or anticipated savings or for any special, indirect or consequential losses incurred as a result of or in connection with the Battery Assist Service, whether resulting from tort (including negligence or breach of statutory duty), breach of agreement or otherwise.

Possible effects of Battery Assist Service on 3rd party warranties

19. 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.

20. 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

21. 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

22. 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.
23. None of these Terms and Conditions are 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.

Use of personal information

24. We reserve the right to provide details of the Battery Assist Service provided to:

- (i) You to the owner and/or registered keeper of the Vehicle (if not You);
25. The Acromas Holdings group of companies, of which the AA group of companies* (including The Automobile Association Limited, AA Media Limited, AA Limited, AA Financial Services Limited and Automobile Association Insurance Services Limited) forms a part ("we") will use your personal information 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.
29. 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.

26. 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

Interpretation, use of English law & language

27. The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of their contents.
28. 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.

<i>Compliments and complaints</i>
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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: 0844 2090556

Text phone users can ring: 0845 850 1207

Or write to: Member Relations, AA, Lambert House, Stockport Road, Cheadle, Cheshire, SK8 2DY.

Fax: 0161 488 7544

Email: Customersupport@theaa.com

<i>AA Company Details</i>

The Automobile Association Limited, whose registered office is at 22 Grenville Street, St Helier, Jersey, JE4 8PX with registration number 73356 Jersey and whose branch office is at Fanum House, Basing View, Basingstoke, Hampshire, RG21 4EA.