

BATTERY ASSIST SERVICE

Terms & Conditions

February 2019

Important information: Please read and retain



Version_0119

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 from the AA in respect of the Vehicle.

'Battery Assist Service' means the services provided under these Terms and Conditions as specified in the 'Battery Assist Service Description' below.

'Battery Assist Quote' means the quote obtained by You when using the AA website and using the vehicle registration battery search function. All prices quoted for non-AA Members will contain the delivery surcharge (which may vary). In the event that a quote cannot be obtained for a vehicle online then please call the AA 'Battery Assist team on 0800 316 4314 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 for providing You with the Battery Assist Service. This includes the parts and labour required to remove the old battery and fit the replacement. 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 Battery Assist Service appointment.

'Vehicle' means the vehicle which You request and pay for the Battery Assist Service

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

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

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 the provisions of the General Terms of Contract (Our "Warranty").

What is not included:

- Any additional parts and labour which may be required to fix the Vehicle and/or recovery of the immobilized Vehicle.
- The re-installation of data or settings affected by the battery change.
- If You are an AA Member with a recovery service included in Your Breakdown Assistance Contract, such recovery service may be available in the event we are unable to provide the Battery Assist Service.
- If You are not an AA Member with a recovery service included in Your Breakdown Assistance Contract, 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 Battery Assist Service is usually available seven days a week (excluding Christmas Day, Boxing Day and New Year's Day), twenty-four (24) hours a day.
4. 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 between Us and You. 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.
5. The Fee must be paid by debit or credit card and in most cases will be payable on completion of the Battery Assist Service however in some cases part or full payment will be required to secure the booking of the Battery Assist Service. We may preauthorise Your card prior to commencement of the Battery Assist Service. We reserve the right to refuse service should this preauthorisation not be given. VAT and any other applicable taxes will be included in the Fee. A VAT receipt will be sent out to You if requested.

6. 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.
7. The Battery Assist Service will either be provided by the AA directly or through an approved partner.
8. You must, on request, provide such proof of ownership of the vehicle, or of Your authority to request the Battery Assist Service in relation to the Vehicle, as the AA reasonably requests
9. 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 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 Battery Assist Service and/or
 - (ii) that the provision by us of the Battery 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

10. We will inform You of all cancellation charges prior to point of sale. If You wish to cancel a Battery Assist Service appointment, please ring us on 0800 316 4314.
11. You may cancel Your Battery 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 as long as a Battery Assist Technician has not been deployed to You.
12. Once a battery has been provided to You, You have 14 days in which to cancel Your contract with us and to arrange for the return of the battery. Please call us on 0800 316 4314 to do so. In such circumstances, we reserve the right to reduce any refund due to You to reflect the diminished value of the battery (where used), the supply, fit and disconnection services and collection of the battery.
13. 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 clause 12.
Extent of Battery Assist Service
14. 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

16. In addition to Your statutory rights as a consumer, and subject to clauses 17 and 18 below, if there is a defect on the original battery we supply to You, we agree to provide and fit, free of charge, a replacement battery.
17. 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 five (5) years of the completion of the Battery Assist Service and during that period Your annual mileage is a minimum of 5,000 miles per annum;
 - (ii) You arrange for the Vehicle to be inspected by us as soon as reasonably practicable discovering the defect;
 - (iii) 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; and
 - (iv) You return to us the replacement battery originally supplied.
18. 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 manufacturers instructions or from any alteration carried out without our approval. Minor defects not affecting the operation of the battery including, but not limited to defects relating to the cosmetic appearance of the battery, will not be considered to be defects for the purposes of this warranty or this contract.
19. If we recommend work which You do not authorize us to do then this warranty will not cover any defect or damage arising as a result of this work not being done.
20. 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

21. We will be entitled to dispose of any replaced batteries as we see fit unless You ask us to return them to on the completion of the Battery Assist Service.

Right to refuse service

22. 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) 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 or where there is the potential for harm or damage to the environment; or

- c) the Vehicle is in a dangerous, over-laden or un-roadworthy condition or otherwise unlawful to use on a public road. Without restricting the generality of the AA's rights under this provision, please note that for a UK registered vehicle to be used on the public highway, it must have subject to any relevant exemption that may apply, a current excise licence (that is, up to date vehicle tax), a current MOT test certificate and have in force valid motor insurance to the minimum level required under UK law. Unless we are reasonably satisfied that the vehicle concerned is exempt from such requirements, we reserve the right to refuse to provide the Battery Assist Service; or
- d) 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 attend the Vehicle. Matters outside the AA 's reasonable control

23. 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 Battery Assist Service within the time estimates given to You. We will inform You of any delay.

24. 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. Where our provision of Battery Assist Services to you is delayed by an event outside our control then we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Battery Assist Services you have paid for but not received.

25. If weather conditions mean that either a) it is not safe for the Battery Assist Service Technician to complete the Battery Assist Service, or b) the Battery Assist Service could not reasonably be carried out to the required standards, then the AA reserves the right to rearrange an appointment. In this situation You will be given as much notice as reasonably possible.

Exclusion of liability for loss of profit

26. The AA shall not be liable for any loss or damage suffered or caused to You or any third party arising from the provision by us of the Battery Assist Service where such loss or damage are (i) not foreseeable at the time of Your purchase of the Battery 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 Battery 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.

Possible Effects of Battery Assist Service on 3rd Party Warranties

27. 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 the Battery Assist service. We and our agents will not be responsible for the effect of the work on any other warranty you may have.

Possible Effects of Disconnection of Battery – loss of data or settings

28. Disconnection of the existing battery and the installation of the replacement battery under the Battery Assist Service may cause stored data or settings to be lost. The AA does not accept any liability for such loss of data or settings as a result of the disconnection or the battery and the installation of the replacement battery and You should ensure that You make any backups 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 (i) the disconnection of the existing battery and (ii) the installation of the replacement battery.

Enforcement of Terms and Conditions

29. 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.

30. 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

31. Our privacy notice explains how and why we use your personal information – including what details we hold, who we might share it with, and your choices and rights. It also includes information about any checks and decisions we may make.

Interpretation, use of English law & language

33. The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of their contents.
34. 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