

AA Smart Care

Terms and Conditions

from August 2025

These terms

Please read these terms carefully before you book the servicing, maintenance, repair and MOT services offered for purchase on the following AA websites (the “**AA Smart Care Websites**”): <https://www.theaa.com/car-care>, <https://www.theaa.com/mobile-mechanic>, <https://www.theaa.com/car-servicing>, <https://www.theaa.com/mot> and other associated websites/web pages (the “**AA Smart Care Services**”).

By booking or purchasing AA Smart Care Services (whether on the AA Smart Care Websites, by telephone or other means), you agree to be bound by these terms and acknowledge that we process your personal data in accordance with the AA Privacy Notice <https://www.theaa.com/privacy-notice> and Cookie Policy <https://www.theaa.com/cookie-policy> (which may change from time to time).

Important information

Prices are agreed up front. We'll perform the AA Smart Care Services shown in your booking and you'll pay the agreed fees shown in that booking unless we determine that any changes are needed that will increase the fees once your Car is inspected (in which case we'll get your approval before proceeding with those changes).

Standalone product. AA Smart Care Services are **not** included as part of any AA Breakdown membership.

Bookings are subject to availability. Garage and Mobile Mechanic options also vary depending on location and may not be available in remote areas or outside mainland UK.

Breakdowns or accidents. If you are in a breakdown or accident, please refer to your AA Breakdown policy documents to request assistance if you are an AA Breakdown member.

Car warranties. You should also check whether you are entitled to servicing or repairs for your Car (as defined under Section 2.1 below) under any existing warranty for your Car (such as a warranty provided by your Car manufacturer or an after-market warranty provider) before purchasing AA Smart Care Services.

What happens if you don't collect your Car. If you don't collect your Car when we make it available, then we may charge you reasonable storage costs (see Section 9).

What happens if you don't pay. If you don't pay pre-agreed fees when due, then we can keep your Car until we receive payment.

Abandoned cars. We may also be entitled to sell your Car if you don't pay pre-agreed fees when due or collect your Car when we make it available, and we've given you at least 30 days' notice (see Section 9).

Limitations on our liability. These terms set out important limitations and exclusions of our liability in Section 17 (if you are a consumer) and Section 18 (if you are a business or aren't a consumer).

Please retain these terms. We recommend you print a copy of these terms for your records.

Who are we?

We are **Prestige Fleet Servicing Limited**, a company registered in England with company number 06254669 and registered office at Level 3, Plant, Basing View, Basingstoke, Hampshire, RG21 4HG, and we are part of the "**AA Group**" (which also includes any holding company or subsidiary company of Prestige Fleet Servicing Limited).

We'll arrange for AA Smart Care Services to be provided by a "**Garage**" (which includes both AA operated service centres and third-party service centres) and we may also provide a "**Mobile Mechanic**" option, however this agreement remains between you and Prestige Fleet Servicing Limited.

What to do if you need help

What help do you need?	Contact details
Help with a new or existing AA Smart Care booking	Telephone: 0330 018 3446 Email: smartcare@theaa.com

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1 These terms apply to bookings for AA Smart Care Services

When these terms apply
1.1 These terms cover your use of the AA Smart Care Websites and any AA Smart Care Services that you book (whether via the AA Smart Care Websites, by phone or by other means), including any additional AA Smart Care Services which you authorise in relation to a booking (whether through the AA Smart Care Websites, over the phone, by text or other means). 1.2 These terms don't apply to Vixa Repair Services bookings (which are covered by our separate Vixa Repair Services Terms) or as part of any other product or service (such as AA Breakdown cover).
How we accept your booking
1.3 If you make a booking for AA Smart Care Services with us, then this constitutes an offer by you to purchase AA Smart Care Services under these terms. 1.4 Acceptance of your offer occurs when we confirm your booking the AA Smart Care Websites (or by any other means).
We're not responsible if you purchase goods or services from a third-party
1.5 If you purchase repairs or other goods or services directly from a third-party then we are not responsible for those goods or services (for example, if you book in a service or repair with a third-party garage, other than through the AA Smart Care Websites or with the Smart Care team).

2 Bookings can be made for eligible Cars

Bookings can be made for eligible Cars

- 2.1 You can only book AA Smart Care Services for eligible “Cars”, each a “Car”, meaning passenger vehicles (excluding motorcycles) not exceeding 3.5 tonnes gross vehicle weight. In the unlikely event that you’ve managed to make a booking for a vehicle that is not an eligible Car, we reserve the right to contact you to cancel your booking.
- 2.2 Your booking is only valid for the Car detailed in your booking and can’t be transferred to another vehicle.
- 2.3 Bookings remain subject to availability. Garage and Mobile Mechanic options also vary depending on location and may not be available in remote areas or outside mainland UK.
- 2.4 We try to only show available AA Smart Care Services when you’re booking on the AA Smart Care Websites, by phone or other means. However, certain Cars may not be eligible for all types of AA Smart Care Services (for example, certain high-performance vehicles or vehicles not of standard production).
- 2.5 In the unlikely event that you’ve made a booking and we determine that the selected Garage or Mobile Mechanic can’t perform the booked Services, then we’ll contact you to discuss changing or cancelling your booking.

3 We’ll let you know what fees are payable in advance

What are Fees?

- 3.1 The “Fees” are the amounts you agree to pay for the AA Smart Care Services under these terms and include VAT and are calculated in pounds sterling (£) (GBP).
- 3.2 AA Smart Care Services provided under these terms are **not** included in or as part of any other product (such as an AA Breakdown Membership).

Fees are agreed up front

- 3.3 When you make a booking, we’ll show you the Fees for the AA Smart Care Services specified in your booking.
- 3.4 We’ll perform the AA Smart Care Services in your booking and you’ll pay the Fees shown in your booking unless we determine that any change to the AA Smart Care Services is required that will increase the Fees (in which case we’ll get your approval before proceeding with those changes (whether through your Smart Care account, over the phone, by text, by email or other means) – see Section 4.4). You’ll be able to choose a different payment method for that additional work if you approve it.
- 3.5 If you’re just booking a diagnostic inspection, we’ll tell you about any further Fees for AA Smart Care Services we recommend after we’ve inspected the Car (and we’ll get your permission before proceeding with those recommended AA Smart Care Services).

- 3.6 You are responsible for payment of any cancellation fees shown mentioned during booking if you don't make the Car available at the agreed location and time specified in your booking.

Fees remain subject to change until confirmed

- 3.7 Fees shown for AA Smart Care Services remain subject to change until we confirm your booking in the AA Smart Care Websites or by other means.
- 3.8 If we determine that any changes to your booking are needed that will increase the Fees, we'll ask for your approval before proceeding (see Section 4.4). You'll be able to choose a different payment method for that additional work if approved.

Pre-authorisation and pre-payment

- 3.9 We may require you to provide us (or our third-party payment provider) with payment card details and provide pre-authorisation for payment of Fees before we confirm your booking or provide any AA Smart Care Services.
- 3.10 Alternatively, we may require full payment of Fees before confirming your booking or providing any AA Smart Care Services.
- 3.11 Alternatively, we may provide you with the option of taking out a Payment Assist payment plan. Payment Assist plans are subject to third party terms as notified to you when booking on the AA Smart Care Websites or by other means.
- 3.12 We reserve the right to refuse service should any requested pre-authorisation, pre-payment or Payment Assist plan not be given or approved.
- 3.13 If we provide AA Smart Care Services before taking pre-authorisation or pre-payment, then we may be entitled to keep and/or sell your Car if you don't pay agreed amounts when due (see Section 9).

Payment method

- 3.14 We accept payment with the payment methods specified on the AA Smart Care Websites as relevant (or which we otherwise make available to you) and we can't accept other forms of payment.
- 3.15 You agree that the payment card you provide is yours or that you have been specifically authorised to use it to purchase the booked AA Smart Care Services.
- 3.16 Payments will be subject to the terms and conditions of our third-party payment platform as may be notified to you from time to time.
- 3.17 Your card payment details will be saved by our third-party payment provider for you to use for any further work you authorise under existing bookings or any future bookings for AA Smart Care Services. You can contact us to request that your payment card details are deleted by our third-party payment provider at any time.

Congestion charges and other charges

- 3.18 You remain responsible for payment of any clean air charges, congestion charges and any other levies, duties and taxes imposed on the Car, including where someone

from your chosen Garage drives your Car through an area affected by such charges as part of our collection/delivery service.

Changes to fees and what happens if we get the price wrong

- 3.19 We may update and change the Fees from time to time and without notice, but these changes won't affect existing bookings already confirmed on the AA Smart Care Websites or by other means.
- 3.20 It is possible that, despite our best efforts, AA Smart Care Services may be incorrectly priced. If the correct price at your booking date is higher than the price stated to you, we'll contact you for approval before we proceed with your booking.
- 3.21 If we accept your booking where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end this Agreement, refund any pre-paid sums and require you to collect the Car.

What to do if you think an invoice is wrong

- 3.22 If you think an invoice is wrong, please let us know. You will not have to pay any interest on the disputed amount until the dispute is resolved.
- 3.23 Once the dispute is resolved, we can charge you interest on correctly invoiced sums from the original due date (see Section 9.1).

4 Important information about how we provide AA Smart Care Services

Garage types

- 4.1 We'll arrange for AA Smart Care Services to be performed by a Garage (which includes AA operated service centres and third-party service centres) or we may provide a Mobile Mechanic option.
- 4.2 Garages and Mobile Mechanics remain subject to availability and not all types of Garages and Mobile Mechanics are available in all areas or for all types of AA Smart Care Services.

Inspections and additional services

- 4.3 When you provide your Car to the Garage or Mobile Mechanic, they will inspect it and perform any AA Smart Care Services specified in your booking unless they determine that any AA Smart Care Services are not necessary.
- 4.4 If we determine that any different or additional AA Smart Care Services are required that will increase the Fees, then we (or the Mobile Mechanic, if applicable) will contact you to confirm the additional Fees payable and obtain your approval to proceed with those different or additional AA Smart Care Services.
- 4.5 If we contact you for approval and you don't give us this approval when requested, then you'll need to collect your Car if it is at a Garage (or be available to take collection of the Car if we provide a collection/delivery service).

- 4.6 This does **not** mean we are responsible for finding all faults with your Car (see Section 7.1 for limits on the scope of our AA Smart Care Services).

What parts are used

- 4.7 We supply third-party manufacturer equivalent parts. You are not able to supply your own parts for the AA Smart Care Services and we are not required to supply a particular manufacturer's parts.
- 4.8 You'll own parts installed in the Car once we've received payment in full or when you collect the Car (whichever is later).

Providing information

- 4.9 If you don't provide information that we ask for within a reasonable time of us asking for it, we may cancel your booking (and Section 15.2 will apply).
- 4.10 We're not responsible if we don't provide AA Smart Care Services because you haven't given us necessary information when requested.

5 You will need to make the Car available and collect it

Dropping off the Car at a Garage

- 5.1 You will need to make the Car available at the time and location specified in your booking.
- 5.2 You must remove any personal belongings from the Car before handing it over. We're not responsible for any personal belongings left in the Car.
- 5.3 If you are attending a Garage, you should only park within designated areas, hand over and collect Car keys at reception and follow all Garage safety instructions.

Collecting the Car

- 5.4 You are responsible for collecting the Car during the Garage's working hours once we let you know that the AA Smart Care Services are complete.
- 5.5 If you don't collect the Car from the Garage when agreed or when we make it available, then we may charge you for reasonable additional storage costs until the Car is collected.
- 5.6 If we are unable to contact you to re-arrange collection then we may end this Agreement and Sections 9 and 15.2 will apply.

If we arrange collection or delivery

- 5.7 We may offer Car pick-up and/or drop-off services (subject to Garage availability and our confirmation when booking).
- 5.8 If we confirm a Car pick-up service for your booking, you are responsible for making the Car and its keys available at the agreed time and location.
- 5.9 If we confirm a Car drop-off service for your booking, you are responsible for taking collection of the Car at the agreed drop-off location and time.

5.10 If you don't take collection of the Car at the agreed drop-off location and time, then we may charge you for reasonable additional transportation and storage costs until the Car is collected.

5.11 The Garage will try to attend pick-ups and drop-offs close to the agreed time, however they may be delayed due to traffic or other events outside their or our control which we are not responsible for (see Section 12).

We don't provide courtesy cars or hire cars

5.12 We don't provide or arrange courtesy cars or hire cars in connection with the AA Smart Care Services (unless we notify you otherwise in writing).

5.13 If a Garage provides you with a courtesy or hire car, then this will be governed by a separate agreement between you and the Garage and we won't have any liability in relation to any courtesy cars or hire cars provided to you.

6 We may provide a Mobile Mechanic option

Who are Mobile Mechanics?

6.1 Mobile Mechanics are trained technicians who can provide AA Smart Care Services for your Car in certain locations of your choice.

Stand-alone product

6.2 Remember, AA Smart Care Services booked in the AA Smart Care Websites or by other means are **not** included as part of your AA Breakdown membership and must be purchased separately.

6.3 If you are in a breakdown or accident, then you may request assistance within the terms of a valid AA Breakdown membership (in which case such assistance is provided solely under applicable AA Breakdown terms).

6.4 Before purchasing AA Smart Care Services, you should also check whether you may have any entitlement to servicing or repairs under any existing Car warranty (such as a warranty provided by your Car manufacturer or an after-market warranty provider).

6.5 We are not responsible for any losses you may have incurred if any AA Smart Care Services would have been covered by any existing Car warranty or other product, but you failed to claim under that warranty/product and purchased the AA Smart Care Services instead.

Car location

6.6 Our Mobile Mechanics can only provide AA Smart Care Services if your Car is on private land (including private driveways and home garages).

6.7 Our Mobile Mechanics are not able to provide AA Smart Care Services on any public road (including street parking and other public spaces).

6.8 It is your responsibility to obtain all necessary permissions from the Car's owner and any occupier of the premises where the Car is located before our Mobile Mechanic arrives.

- 6.9 Our Mobile Mechanics need enough room to safely park near the Car and to safely walk round the Car to provide the AA Smart Care Services.
- 6.10 Our Mobile Mechanics can only provide AA Smart Care Services in daylight or in a well-lit location.
- 6.11 If our Mobile Mechanic determines that it is unsafe to work on the Car in its location, then the AA Smart Care Services will not be provided.
- 6.12 If any of the above requirements relating to location are not met, then the AA Smart Care Services may not be provided and you may need to make a new booking and may have to pay cancellation fees.

Responsibility for Car and personal belongings

- 6.13 You remain fully responsible for the Car (including any storage costs, congestion and parking fines) at all times, except during any period of time in which it is being driven by our Mobile Mechanic.
- 6.14 You must remove all personal belongings from the Car before handing it over to our Mobile Mechanic. We're not responsible for any personal belongings left in the Car.

7 We aren't responsible for finding faults unrelated to your booking

Scope of our AA Smart Care Services

- 7.1 We're not responsible for failing to identify any faults or defects later discovered unless we can reasonably have been expected to identify them in performing the AA Smart Care Services detailed in your booking.
- 7.2 For example, if your booking is for the replacement of a particular part, we are not responsible for identifying faults with an unrelated part.

Older cars and high mileage

- 7.3 Please note that Cars which are over 5 years old, have a high mileage, and/or which have been subjected to abnormal use, may be more likely to have latent defects.
- 7.4 Cars which are over 10 years old may be more likely to contain serious internal, structural or mechanical defects and/or hidden corrosion, which will not always be detectable.

8 You remain responsible if you decline to approve critical AA Smart Care Services

If you decline to approve critical AA Smart Care Services

- 8.1 If we determine that any AA Smart Care Services must be carried out to ensure the Car is legal or safe to drive and you decline to authorise those services, you remain responsible for any outstanding Fees, and for collecting the Car if it is at a Garage.

- 8.2 If the Car cannot be legally or safely be driven and it is at a Garage, then you remain responsible for arranging for it to be safely transported to another service centre or other location at your own cost. We may also require you to provide an acknowledgement that you are aware that the vehicle is not roadworthy before it will be released to you.
- 8.3 If the Car is at a Garage then once you (or any third party nominated by you) have taken possession of the Car, you are responsible for the Car's condition and the fact that it may have dangerous faults or be unroadworthy.
- 8.4 If you have chosen a Mobile Mechanic option and you decline to approve any AA Smart Care Services which must be carried out to ensure the Car is legal or safe to drive, then you remain responsible for the Car's condition and the fact that it may have dangerous faults or be unroadworthy.
- 8.5 Please also see Section 7.1 in relation to the scope of our services and Section 9 in relation to what happens if you don't pay Fees or collect the Car.

9 We have certain rights if you fail to pay or collect your Car

We can charge interest if you pay us late

- 9.1 If you don't make any payment when due then we may charge you interest on a daily basis on the overdue amount at the rate of 4% a year above the Bank of England base lending rate until the amount is paid.

We're entitled to keep and sell the Car if you fail to pay

- 9.2 We are entitled to keep the Car until you have paid all Fees owing for AA Smart Care Services performed.
- 9.3 If you have not paid all outstanding Fees within 30 days of the invoice date, then (without limiting our other rights) we may sell or otherwise dispose of the Car (including any contents), but only if we give you at least 30 days' further written notice of our intention to do so.
- 9.4 If we are entitled to sell or dispose of the Car (including any contents) then we may do so in whatever manner we consider to be reasonably practical.
- 9.5 If the sale proceeds exceed any amount you owe, we'll pay that excess to you after deducting reasonable storage charges (see Sections 5.5 and 5.10), any interest due (see Section 9.1) and reasonable sale costs.
- 9.6 If the sale proceeds don't satisfy the amount owed then you remain liable for the outstanding balance and reasonable storage charges (see Sections 5.5 and 5.10), any interest due (see Section 9.1) and reasonable sale or disposal costs.

We're entitled to sell the Car if you fail to collect it

- 9.7 If you don't collect the Car from the Garage within 30 days of the agreed collection date in your booking (or the agreed drop-off date if we are dropping off the Car under

Section 5.9), then (without limiting our other rights) we can on giving at least 30 days' further notice to you to sell the Car (including any contents).

9.8 If the sale proceeds exceed any amount you owe, we'll pay that excess to you after deducting reasonable storage charges (see Sections 5.5 and 5.10), any interest due (see Section 9.1) and reasonable sale costs.

9.9 If the sale proceeds don't satisfy the amount owed then you remain liable for the outstanding balance, including reasonable storage charges (see Sections 5.5 and 5.10), any interest due (see Section 9.1) and reasonable sale or disposal costs.

10 You can change your mind if you are a consumer

Your legal right to change your mind during the cooling-off period

10.1 If you are a consumer, you have a legal right to change your mind and cancel this agreement during your cooling-off period and receive a refund (please see Section **Error! Reference source not found.** to **Error! Reference source not found.** below for details about the length of your cooling-off period).

10.2 You can also cancel any booking at any time before the booking date by contacting us using the details shown at the start of these terms.

When you can't change your mind

10.3 You can't change your mind about a booking for:

- 10.3.1 services, once these have been completed (even if the cancellation period is still running);
- 10.3.2 goods that are made to your specifications or clearly personalised; or
- 10.3.3 goods which become mixed inseparably with other items after delivery or installation (for example, certain parts and consumables like oil and other fluids).

How long is your cooling-off period for services?

10.4 If you are a consumer, you have 14 days from the day after the date your initial booking is confirmed to cancel services (provided that you can't change your mind for any services once completed, even if the cooling-off period is still running).

10.5 If you cancel after you've asked us to perform services during the cooling-off period, you must pay us for any services provided up until the time you tell us that you have changed your mind and you will then need to promptly collect the Car once we make it available for collection.

How long is your cooling-off period for goods such as parts?

10.6 If you are a consumer, you have 14 days from the day after the date when you receive the goods (including parts) to cancel those goods, provided that if you ask us to remove any parts from the Car then we may charge additional reasonable fees for doing so.

10.7 If you remove any parts from the Car in order to return them to us, then we may deduct the cost of any loss in value due to any damage to those parts.

You have to return goods at your own cost

10.8 If you are a consumer and you change your mind about goods during your cooling-off period (such as parts we've already installed in the Car), then you have to return those parts to us within 14 days after you tell us that you wish to cancel. Returns are at your own cost.

10.9 If you don't do this and we don't receive the goods at all or within a reasonable time, then we won't refund you the price of the goods.

We reduce your refund if you have used or damaged a product

10.10 If you use any goods or parts beyond what is necessary to establish their nature, characteristics and functioning then we reduce your refund to compensate us for their reduced value.

10.11 For example, we may reduce your refund if the part's condition is not "as new" or shows signs of wear. In some cases, because of the way you have treated the Car or any parts, no refund may be due.

How we'll refund you

10.12 If you are entitled to a refund under these terms for any services, then we'll refund the price already paid by the method used for payment within 14 days of you telling us that you changed your mind.

10.13 If you are entitled to a refund under these terms for any goods (such as parts), then we'll refund the price already paid by the method used for payment within 14 days of receiving the goods back from you.

11 You have rights if there is something wrong with the AA Smart Care Services

Delays outside our control

11.1 If you think there is something wrong with any AA Smart Care Services, please contact us using the details shown at the start of these terms.

11.2 We honour our legal duty to provide you with goods (such as parts) that are as described to you and that meet all the requirements imposed by law.

11.3 Your legal rights are summarised below. These are subject to certain exceptions.

11.4 For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk.

11.5 Please also remember that you have several options for resolving disputes with us.

Summary of key legal rights for consumers

11.6 If you are a consumer and you purchase goods, for example parts we install in your Car, the Consumer Rights Act 2015 says goods must be as described, fit for purpose

and of satisfactory quality. During the expected lifespan of your product, your legal rights entitle you to the following:

11.6.1 Up to 30 days: if your goods are faulty, then you can get a refund.

11.6.2 Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

11.6.3 Up to six years: if your goods don't last a reasonable length of time you may be entitled to some money back.

11.7 If you are a consumer and you purchase services, for example our labour in providing the AA Smart Care Services, the Consumer Rights Act 2015 says:

11.7.1 You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

11.7.2 If a price hasn't been agreed upfront, what you're asked to pay must be reasonable.

11.7.3 If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

Our guarantee (in addition to your legal rights if you're a consumer)

11.8 The AA Smart Care Services are covered by our additional nationwide 12-month, 12,000-mile guarantee on defective parts and labour ("**Additional Guarantee**").

11.9 If you are a consumer, the Additional Guarantee does not affect or amend your legal rights if there is something wrong with any goods or services we provide (see Sections 11.6 and 11.7 above).

11.10 To claim under the Additional Guarantee, you must:

11.10.1 notify us before 12-months have passed, or the Car has been driven 12,000 miles, from when the booking was completed (whichever happens earlier); and

11.10.2 make the Car available to us within a reasonable time so that we can examine it. We may require for you to bring your Car to a Garage and, if the Car cannot be legally or safely be driven to such Garage, then you remain responsible for arranging for it to be safely transported to such Garage at your own cost.

11.11 If a defect is covered by our Additional Guarantee, then we'll reperform the affected AA Smart Care Services.

11.12 A defect will not be covered by our Additional Guarantee where the defect has been caused by you or any third party (including any intentional or wilful damage or misuse, or any tampering with, or further work performed on, the relevant parts and/or Vehicle).

12 We're not responsible for delays outside our control

Delays outside our control

- 12.1 If our supply of AA Smart Care Services is delayed by an event outside our control, we'll contact you as soon as possible to let you know and do what we can to reduce the delay.
- 12.2 As long as we do this, we won't compensate you for the delay, but you can contact us at using the details at the start of these terms to end this Agreement and receive a refund for any sums paid in advance for services which will not be provided, less reasonable costs we've incurred.
- 12.3 Events outside our control may include (without limitation) any delays caused by lack of availability of goods or services from third parties, traffic and adverse weather.

13 We can change products and these terms

Changes we can always make

- 13.1 We can always change the AA Smart Care Services and any other products at any time:
- 13.1.1 to reflect changes in relevant laws and regulatory requirements;
 - 13.1.2 to make minor technical adjustments and improvements, for example to address a security threat; and
 - 13.1.3 to update digital content, provided that the digital content matches the description of it that we provided to you before you bought it.

Changes to these terms

- 13.2 We may change these terms at any time by publishing modified terms on our website or by providing you with a copy of updated terms.
- 13.3 If you book AA Smart Care Services after a change to these terms has been made available to you then this will be deemed to signify your acceptance of the modified terms.
- 13.4 We recommend you print a copy of these terms for your records.

Changes we can only make if we give you notice and an option to terminate

- 13.5 If we make more significant changes to the AA Smart Care Services or these terms then we'll notify you and, should you wish, you can then contact us to end an existing booking before the change takes effect and receive a refund for any AA Smart Care Services you've paid for in advance, but not received.

14 We can suspend supply (and you have rights if we do)

We can suspend a product

- 14.1 We can suspend supply of any product (including the AA Smart Care Services). We can do this to:
- 14.1.1 deal with technical problems or make minor technical changes;

14.1.2	update the product to reflect changes in relevant laws and regulatory requirements; or
14.1.3	make changes to the AA Smart Care Services, the AA Smart Care or these terms (see Section 13).
Your rights if we suspend	
14.2	We'll contact you in advance to tell you that we'll be suspending supply, unless the problem is urgent or an emergency.
14.3	You may contact us to end this contract if we suspend supply for a period of more than 30 days and we'll refund any sums you have paid in advance for the services which you will not receive from the date of suspension.

15 We can withdraw products and we can end our contract with you

We can withdraw products	
15.1	We can stop providing a product, such as the AA Smart Care Services. We let you know at least 30 days in advance and will refund any sums you've paid in advance for products which won't be provided.
We can end our contract with you	
15.2	We can end our contract with you for the AA Smart Care Services (or any other product) if: 15.2.1 you don't make any payment to us when it's due; 15.2.2 you are in material breach of these terms; or 15.2.3 you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the AA Smart Care Services, for example, suitable access to your Car or information about it.

16 The AA Smart Care Services won't void your Car manufacturer's warranty unless we say otherwise

Original Car manufacturer warranty	
16.1	If you have the benefit of the Car manufacturer's warranty from the Car's original sale then the AA Smart Care Services booked via the AA Smart Care Websites or by other means will not affect that pre-existing Car manufacturer's warranty, unless we tell you expressly otherwise prior to any work being completed.

17 If you're a consumer, we don't compensate you for all losses caused by us or our products

Losses we are not responsible for

17.1 If you're a consumer, we're responsible for losses you suffer caused by us breaking these terms, unless the loss is:

17.1.1 **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).

17.1.2 **Caused by a delaying event outside our control.** As long as we've taken the steps set out in Section 12 (We're not responsible for delays outside our control), we are not responsible.

17.1.3 **Avoidable.** Something you could have avoided by taking reasonable action. For example, damage to your Car, which was caused by AA Smart Care Services we provided and which you could have avoided by following our advice to make it available to us to repair.

17.1.4 **A business loss.** If you use any product (including the AA Smart Care Services) for purposes of your trade, business, craft or profession. This includes (without limitation) loss of profit, loss of business, business interruption and loss of business opportunity.

When we are responsible for damage to the Car

17.2 If we've performed AA Smart Care Services on your Car, then we'll make good any damage that we cause to the Car while doing so (subject to you making the Car available to us to inspect it within a reasonable time so we can assess any such damage). However, we are not responsible for the repairing any faults, defects or damage to the Car or any other property which are pre-existing or caused by you or any third party (including any intentional or wilful damage or misuse).

When we are responsible for losses caused by digital content we supply

17.3 If you are a consumer and we supply digital content which causes damage to your device or other digital content due to our failure to use reasonable care and skill then we'll decide whether to repair the device or compensate you, provided that the most we'll pay to you in relation to such losses is £1,000.

When we are responsible for other losses if you are a consumer

17.4 If you are a consumer then apart from the responsibility we accept under Section 17.2 and 17.3 and under any terms implied into this agreement by law, the most we'll pay to you in relation to other losses you incur under these terms is limited to £5,000 or the total Fees paid (whichever is greater).

18 Different limitations on our liability apply if you aren't a consumer

Losses we are not responsible for

18.1 If you are not a consumer (for example, if you're a business customer), then we are not responsible for any losses which are:

18.1.1	Unexpected. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
18.1.2	Caused by a delaying event outside our control.
18.1.3	Avoidable. Something you could have avoided by taking reasonable action. For example, damage to your Car, which was caused by AA Smart Care Services we provided and which you could have avoided by following our advice to make it available to us to repair.
18.1.4	Business losses. This includes (without limitation) loss of profit, loss of business, business interruption, loss of revenue, loss of business opportunity, loss of data, loss of anticipated savings, goodwill or reputation.
18.2	If you are not a consumer then, except as these terms expressly provide otherwise:
18.2.1	all statements, conditions or warranties as to the quality of the AA Smart Care Services or their fitness for purpose are excluded; and
18.2.2	all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
When we are responsible for damage to the Car	
18.3	If we've performed AA Smart Care Services on your Car, then we'll make good any damage that we cause to the Car while doing so (subject to you making the Car available to us to inspect it within a reasonable time so we can assess any such damage). However, we are not responsible for repairing any faults, defects or damage to the Car or any other property which are pre-existing or caused by you or any third party (including any intentional or wilful damage or misuse)..
When we are responsible for other losses if you are not a consumer	
18.4	Nothing in these terms shall limit or exclude our liability for:
18.4.1	death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
18.4.2	fraud or fraudulent misrepresentation;
18.4.3	breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
18.4.4	any matter in respect of which it would be unlawful for us to exclude or restrict liability.
18.5	If you are not a consumer, then most we'll pay to you in relation to other losses you incur under these terms is limited to the total Fees paid by you.

19 Account credentials & responsibility for content

Account credentials

- 19.1 You may need to register with the AA Smart Care Websites to book AA Smart Care Services for an account and, if you do, you'll be issued with or may need to choose a username and password which must be used to access your account.
- 19.2 Your username and password are personal to you and are not transferable.
- 19.3 You must not permit any other person to use your account.
- 19.4 You must take reasonable care to protect and keep your password and other account or information confidential.
- 19.5 You must notify us immediately of any breach of security (such as loss, theft, misuse or unauthorised disclosure or use of your password).

Responsibility for content

- 19.6 Your username and password are the method used by us to identify you and are very important.
- 19.7 You are responsible for all information posted on the AA Smart Care Websites by anyone using your username and password and any payments due for any AA Smart Care Services accessed through our website by anyone using your username and password.

20 We own materials, brands and logos

Who owns materials, brands and logos

- 20.1 All materials presented in the AA Smart Care Websites (and associated websites) and any other materials we send you, unless specifically indicated otherwise, are owned by us or our licensors and we reserve all rights in any such materials (including copyright, trademarks, registered designs, design rights, domain names, database rights, patents, trade names and all other intellectual property rights).
- 20.2 You must not reproduce or redistribute materials on the AA Smart Care Websites (and associated websites) without our prior written permission.
- 20.3 All AA trademarks, brands and logos used on the AA Smart Care Websites (and associated websites) or other materials we send you are the registered trademark of AA Brand Management Limited and are used under licence.
- 20.4 You have no right to use, replicate or produce any of the AA's trademarks, brands or logos.

21 Other important terms apply

Please read these terms carefully

- 21.1 **We can transfer all or part of our contract with you, so that a different organisation is responsible for supplying your product.** We'll contact you if this happens and we'll take reasonable steps to ensure that this does not adversely affect your rights under this agreement.

- 21.2 **You need our consent to transfer your rights under these terms to someone else.**
- 21.3 **Nobody else has any rights under this (except other AA Group companies).** This contract is between you and us. Nobody else can enforce it (except other AA Group companies) and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 21.4 **If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 21.5 **Effect of termination.** If our agreement with you ends, then this will not affect our right to receive any money which you owe to us under it.
- 21.6 **Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.
- 21.7 **Governing law.** These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

22 You can contact us about a complaint

Resolving complaints

- 22.1 We aim to always provide you with a high level of service. However, there may be a time when you feel that our service has fallen below the standard you expect. If this is the case and you want to complain, we'll do our best to try and resolve the situation.

Contacting us

- 22.2 Please see the contact information at the start of these terms for how to contact us.