

In partnership with

**Allianz** 

# Allianz Fleet Recovery Service Pay-For-Use Fleet Terms and Conditions

## **Please read these terms and conditions**

### **Pay-For-Use Assistance**

This booklet sets out the full terms and conditions of AA Pay-For-Use Fleet breakdown assistance (i.e. both Fleet Rescue and Truck Rescue). These services are provided by Automobile Association Developments Limited ("the AA"), under which you are eligible to receive certain Breakdown Assistance Services.

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### **Useful Contact Numbers and Addresses**

We will be only too happy to assist you and to answer any questions that you may have. Simply dial the number for the service you require.

### **Breakdown Assistance**

**Fleet Rescue 0800 048 0407**

**Truck Rescue 0800 048 0407**

For general enquiries or to purchase European Breakdown Assistance:

Please phone us on 0870 240 0748

Or write to:

AA Business Services  
Swallowfield One  
Wolverhampton Road  
Oldbury B69 2AG  
E-mail [fltmemad@theaa.com](mailto:fltmemad@theaa.com)  
Internet [www.theAA.com](http://www.theAA.com)

### **Important Note: IDENTIFICATION**

You will receive a Fleet Breakdown card and card holder for each Vehicle registered. We would suggest that the Fleet Breakdown card you receive for each Registered Vehicle is kept in the Vehicle, as the driver will require the card to access service. If the Registered Vehicle breaks down the driver should be prepared to show the related AA Fleet breakdown card, as the AA reserves the right not to provide service should the breakdown card not be available for inspection in the Vehicle. Please note that irrespective of the services shown on the Fleet breakdown card, the AA is entitled to refuse service in certain circumstances, for example, if the Vehicle is not eligible for assistance, i.e. due to weight restrictions. N.B. To ensure that you do not become liable for service provided to your Vehicles after their sale or disposal, please remember to remove all relevant AA documentation from your Vehicle prior to such sale or disposal.

### **Introduction**

Fleet and Truck Rescue provide assistance for the registered Vehicle regardless of who is driving (provided the Vehicle is within the specified limits - see below).

You've got **AA** friend

## Pay-For-Use Assistance

- Once an applicant has been accepted for Pay-For-Use assistance, they only need to pay for services as and when they use them. The charges payable are set out in the AA's Tariff list (as updated from time to time).
- Tariffs and services differ for Vehicles under 3500Kg (3.5 tonnes) GVW and under 5.5m(18ft) in length (services for such Vehicles being offered under the name "Fleet Rescue") and for those over 3500Kg (3.5 tonnes) GVW or in excess of 5.5m (18 ft) in length (services for such Vehicles being offered under the name "Truck Rescue").

## In the event of a breakdown

Your drivers should have the following information ready:

- Vehicle - registration number and mileage
- Vehicle location (as accurate as possible)
- Customer number
- Nature of the fault
- The weight of the Vehicle
- Details of any goods being carried

The telephone number for the driver to call will appear on the card.

The driver should remain with the Vehicle until assistance arrives. The AA reserves the right to refuse to provide or arrange breakdown assistance if the driver is not with the Vehicle at the time of the breakdown, and /or is unable to be present at the time assistance arrives.

Note: It is important that the Driver contacts the AA when assistance is required - if you contact a garage direct, you will have to settle the bill and the AA will be under no obligation to reimburse you.

## Definitions

**"AA"** - means Automobile Association Developments Limited, acting through its trading division known as AA Business Services.

**"AA Customer"** - means a company or organisation whose application to receive the AA's Fleet breakdown assistance services on a Pay-For-Use basis has been accepted by the AA.

**"Goods"** - means any items loaded on the Vehicle.

**"Incident"** - means any occasion within the term of an AA Customer's Fleet usage on which a Vehicle is stranded on a public highway or at the driver's home address as a result of a mechanical breakdown.

**"Large Goods Vehicle"** - means a Vehicle having a Gross Vehicle Weight (GVW) greater than 3500Kg (3.5 tonnes) GVW or a length in excess of 5.5m (18ft).

**"Light Goods Vehicle"** - means a Vehicle not exceeding the weight of 3500Kg (3.5 tonnes) GVW, or the length of 5.5m (18 ft) or a width of 2.3m (7ft 6ins) (including any trailer or ancillary equipment).

**"Recovery Unit"** - means a Vehicle used by the AA representative or appointed agent in providing the various services specified herein.

**"Short Tow"** - means the recovery service offered to Vehicles in the event that they cannot be repaired at the roadside following an Incident. Under this service, the Vehicle will be recovered to a destination of the driver's choice, provided that undertaking such recovery does not involve the Recovery Unit in a total journey of more than 20 miles, calculated as follows: Incident location to chosen destination plus subsequent return to the Recovery Unit's base.

**"Tariffs"** - means the charges payable by the AA Customer to the AA for the various services available under Fleet Rescue and Truck Rescue.

**"UK"** - means the United Kingdom, excluding the Channel Islands and the Isle of Man (where separate terms of service apply).

**"Vehicle"** - means any Vehicle operated by an AA Customer, and which is registered under the AA Customer's AA Fleet assistance usage, which has suffered an Incident.

**"Western Europe"** - means: Austria, Belgium, Luxembourg, Liechtenstein, Czech Republic, Slovak Republic, Germany, Denmark, Spain, Andorra, Gibraltar, France, Finland, Latvia, Lithuania, Estonia, Hungary, Italy, Norway, Sweden, Netherlands, Portugal, Poland, Romania, Slovenia, Croatia, Bosnia, Turkey, Republic of Ireland, Yugoslavia, Bulgaria, Macedonia, Greece.

## 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 0870 608 0277

Or write to:  
Customer Services Department  
AA Business Services  
Swallowfield One  
Wolverhampton Road  
Oldbury  
B69 2AG  
E-mail [fltmemad@theaa.com](mailto:fltmemad@theaa.com)

It is our policy to acknowledge any complaint within five working days, advising you of who is dealing with your concerns and attempt to address them. If our investigations take longer, a full response will be given within 20 working days or an explanation of the AA's position with timescales for a full response.

## Using Your Personal Information

- 1.1 The Saga and AA group of companies\* and Automobile Association Personal Finance Limited ("We") will use your personal information for the following purposes:
  - (a) to identify you when you contact us;
  - (b) to help identify accounts, services and/or products which you could have from us or our 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

- (c) agencies (including credit reference agencies); 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;
- (d) to carry out marketing analysis and customer profiling (including with transactional information), conduct research, including creating statistical and testing information;
- (e) to help to prevent and detect fraud or loss;
- (f) 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 do so;
- (g) where We are contacted for breakdown assistance service using a mobile telephone We or our agents may provide details of the relevant telephone number to the mobile telephone network providers, through our agent, to enable us to record the geographical location of the handset as part of the breakdown information in order to assist us in locating the caller.

\*A list of companies forming the group of companies is available from the AA Data Protection Compliance Manager at the address given below.

- 1.2 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.
- 1.3 We may monitor and record communications with you (including phone conversations and emails) for quality assurance and compliance reasons.
- 1.4 We may check your details with fraud prevention agencies. If you provide false or inaccurate information and We suspect fraud, We will record this. We and other organisations may use and search these records to:
- (a) help make decisions about credit and credit related services for you and members of your household;
  - (b) help make decisions on motor, household, credit, life and other insurance proposals and insurance claims for you and other members of your household;
  - (c) trace debtors, recover debt, prevent fraud and to manage your accounts or insurance policies;
- and
- (d) check your identity to prevent money laundering unless you give us other satisfactory proof of identity.
- 1.5 Where you give us information on behalf of someone else, you confirm that you have provided them with the information set out in these provisions

and that they have not objected to such use of their personal information. Where you give us sensitive data about yourself or another person (such as health details or details of any criminal convictions) you agree (and confirm that the other person has agreed) to our processing such information in the manner set out in these provisions.

- 1.6 In connection with this contract We, and other companies in our group, may carry out credit and fraud prevention checks with one or more licensed credit reference and fraud prevention agencies. We and they may keep a record of the search. Information held about you by these agencies may be linked to records relating to other people living at the same address with whom you are financially linked. These records will also be taken into account in credit and fraud prevention checks. Information from your application and payment details of your account will be recorded with one or more of these agencies and may be shared with other organisations to help make credit and insurance decisions about you and members of your household with whom you are financially linked and for debt collection and fraud prevention. This includes those who have moved house and who have missed payments.

If you provide false or inaccurate information to us and We suspect fraud, We will record this and may share it with other people and organisations. We, and other credit and insurance organisations, may also use technology to detect and prevent fraud.

- 1.7 If you need details of those credit agencies and fraud prevention agencies from which We may obtain and with which we may record information about you or the List of Companies forming the AA Group, please write to Our Data Protection Compliance Manager at The Automobile Association, Fanum House, Basing View, Basingstoke, RG21 4EA.

#### **A. Services Available to Fleet Rescue Customers (Light Goods Vehicles)**

AA Pay-For-Use breakdown assistance services are available to AA Customers when a Light Goods Vehicle has suffered an Incident in the UK. The Tariff payable on receiving service will depend upon the services received. The services available under Fleet Rescue are as follows:

1. **Roadside repair, including Home Start and Short Tow**  
Following an Incident in the UK, the AA will seek to repair Light Goods Vehicles where, in the opinion of the AA, they can be rectified and returned to a roadworthy condition within a reasonable time without the need of workshop attention. In the event that a Light Goods Vehicle cannot be so repaired, the AA will offer a Short Tow to a destination of the driver's choice at no additional cost.
2. **Relay/Recovery**  
Following an Incident at which the Vehicle cannot be

repaired at the Roadside, the AA will recover the Vehicle to its original intended UK destination, or any other UK destination chosen by the driver. N.B. There will be no additional charge under Relay/Recovery for a recovery that falls within the definition of a Short Tow (see above). All other recoveries will be charged in accordance with the relevant Tariff.

### 3. Winching and Lifting

The AA will, if required, arrange for the winching and lifting of the Vehicle prior to any other services being provided.

### 4. Car Hire

- The AA will, if required, arrange appropriate car hire for the AA Customer following an Incident in the UK at which the Vehicle cannot be immediately repaired. Such car hire shall have a minimum duration of 48 hours from the time of collection of the hired Vehicle ("the Minimum Period of Hire"). The choice of Vehicle supplier shall be at the AA's discretion unless expressly specified by the AA Customer at the outset of the contract. All car hire arranged by the AA under these provisions is carried out on the basis that the AA Customer enters into a contract of hire direct with the Vehicle supplier. In no circumstances shall the AA be deemed to be the Vehicle supplier. While the AA will bill the AA Customer for the Minimum Period of Hire, it does so on behalf of the Vehicle supplier. In the event that the AA Customer incurs hire car charges in excess of those relating to the Minimum Period of Hire, the hire car supplier will bill the AA Customer direct.
- Replacement hire Vehicles are supplied subject to the terms and conditions of the relevant Vehicle supplier who, among other things will require or include:
  - Production of a full driving licence valid at the time of issue of the hire Vehicle (some suppliers may require additional identification or information).
  - Restrictions on acceptability of driving licence endorsements.
  - Limitation on the availability and/or engine capacity of the replacement Vehicle.
  - A cash or credit card deposit - eg for fuel.
  - Drivers to be aged at least 21 years or over and to have held a full driving licence for a least 12 months.

Note: Suppliers' hire terms may change and do vary. The requirements listed above are not exhaustive and compliance with them does not guarantee availability of a hire car. Failure to comply with the Vehicle supplier's terms and conditions or to return the Vehicle to the supplier as agreed may result in the supplier taking legal action against you. A replacement car will be provided at the point of breakdown unless delayed at your request, in which case you will be responsible for collection. In all cases AA Customers are responsible for the return of the Vehicle. In addition to all hire charges payable, the AA Customer will be responsible for all additional charges arising from the use of the hire Vehicle, such as (without limitation) fuel costs and any insurance excess charges and charges arising if you keep the Vehicle for more than 48 hours. You must pay these costs direct to the Vehicle supplier. Where a replacement van is required, the AA will try to arrange this, but cannot guarantee that any particular specified Vehicle will be available. Replacement Vehicles cannot be supplied with a tow bar, and therefore

the onward transportation of any caravan or trailer will, if eligible, be subject to separate recovery.

## B. Services Available to Truck Rescue Customers (Large Goods Vehicles)

AA Pay-For-Use breakdown assistance services are available to AA Customers when a Large Goods Vehicle has suffered an Incident in the UK or in Western Europe. The Tariff payable on receiving service will depend upon the services received. The services available under Truck Rescue are as follows:

### 1. Roadside Repair

Following an Incident in the UK, the AA will seek to repair Large Goods Vehicles where, in the opinion of the AA, they can be rectified and returned to a roadworthy condition within a reasonable time without the need of workshop attention.

### 2. Recovery

Where, following an Incident in the UK, a Large Goods Vehicle cannot be repaired at the Roadside, the AA will, if required, seek to arrange for the Vehicle to be recovered to its original UK destination, or any other UK destination chosen by the driver.

### 3. Winching/Lifting

The AA will, if required, arrange for the Vehicle to be attended by a Recovery Unit appropriately equipped to provide winching and/or lifting facilities (as appropriate), prior to any other services being provided.

### 4. European Assistance

- The AA will seek to procure the provision of breakdown assistance/recovery services for Large Goods Vehicles when they are in Western Europe, subject to the AA having made appropriate arrangements with third parties in the relevant locations.
- The AA arranges all such services in Western Europe as an agent of the relevant Vehicle repairer/service provider and does not undertake any such work as principal.
- All work performed and parts supplied are subject to the terms and conditions of supply of the individual garage/repairer concerned. For the avoidance of doubt, the AA shall not be liable for any loss, damage or claims which may arise from any work carried out, or parts supplied by the garage/repairer concerned, however such loss, damage or claims may arise.
- The AA will transfer the rates charged by the relevant Western European service supplier into Sterling at the cost quoted in the Tariffs.

## C. General Terms Applying to Both Fleet Rescue And Truck Rescue

1. AA Customers receiving any services under Fleet Rescue or Truck Rescue will be required to pay the AA for all services received.
2. The AA reserves the right to refuse to accept the application of any applicant for Fleet Assistance. In addition, the AA reserves the right to make its offer of service conditional upon an applicant's prior fulfilment of certain requirements as specified by the AA. (see Section D Bonded Customers).

3. It is the AA Customer's responsibility to ensure that all Vehicles for which assistance is required under Fleet Rescue or Truck Rescue are eligible for the service applied for. The AA reserves the right to withhold all service in regard to any Vehicle that is ineligible for the AA Fleet assistance entitlement held.
4. The AA will only accept responsibility for the actions of an agent where the agent is acting on the AA's instruction and is providing assistance to which the Driver of the Registered Vehicle at the time of the breakdown has access under the relevant AA Assistance.
5. All requests for assistance must be made to the AA using the contact instructions provided by the AA from time to time. If you contact a garage direct, you will have to settle its bill and the AA will be under no obligation to reimburse you.
6. Unless specified herein to the contrary (as, for example, in Clause B4 above), the AA Customers' agreement in regard to the provision of services is with the AA. Any agents or sub-contractors used in service provision will be working under the direction of the AA.
7. When any request for service is made in which a valid AA Customer number is quoted, the AA shall be entitled to assume that the request is made with the authority of the relevant AA Customer. The AA Customer undertakes that where service has been provided under its AA Customer number, the AA Customer shall make full payment to the AA for all such services in accordance with the applicable Tariffs.
8. The AA will not refund (in whole or in part) any annual administration payment made or give allowance against any payment due with regard to any unpaid subscription (which will remain due), in the event that, during the period of AA Fleet assistance entitlement, any cancellation or alteration of service is requested by the AA Customer. Please note that nothing in this clause or these Terms and conditions will affect your statutory rights.
9. Different Tariffs apply to Fleet Rescue and Truck Rescue. The Tariffs in force at any particular time do not necessarily provide for every eventuality that may be encountered following an Incident. The AA will, at its discretion, endeavour to arrange other services, but the terms of these services will either be those of the particular supplier required, or as specified by the AA at the relevant time.
10. The AA reserves the right to revise the Tariffs at any time (but normally such revisions shall not occur more frequently than once every 12 months). In addition (and without prejudice to the foregoing), the AA reserves the right to increase the Tariffs at any time to take account of the introduction of, or any increase in, any duty, levy, or tax (including, without limitation, Value Added Tax) which becomes chargeable on any such sums.
11. Under the Tariffs, all charges calculated by the time are a minimum of one hour per job, starting from the time attending AA representative/garage agent leaves its base location. After the first hour, charges are calculated by the quarter of an hour (or part thereof). The job is finished when the attending AA representative /garage agent has returned to its base location.
12. Replacement parts/components are charged to the AA Customer at their retail price on the date of supply. While the AA will seek to pass on to the AA Customer the benefit of any manufacturer's warranty held by the AA, the AA does not, itself, accept any liability for any such replacement parts/components.
13. Relay/Recovery services are charged on a round trip basis, i.e. the Recovery Unit's mileage/time is calculated as follows: the mileage/time from the Recovery Unit's base to the location of the Incident, plus the mileage/time from the Incident to the chosen recovery destination plus the mileage/time of the Recovery Unit's subsequent return to its base location. Relay/Recovery services will be undertaken by the recovery method the AA considers most appropriate to the particular circumstances. Light Good Vehicles are charged by the mileage taken to complete the recovery, whilst Large Goods Vehicles are charged by the time taken to complete the recovery.
14. In the event that a Vehicle is being Relayed/Recovered, the AA will permit the driver and up to a maximum of 7 passengers to travel with the Vehicle to its destination. The driver and passengers must comply with all reasonable instructions given by the AA (or its representative) while the Vehicle is being recovered. The AA Customer warrants that all Vehicle drivers will be competent to steer/control the Vehicle in the event that the Vehicle is recovered by way of a tow. Any animals carried in the Vehicle remain the sole responsibility of the AA Customer at all times and may be required to travel within the Vehicle itself. The AA may refuse to transport any animals in the event that it considers such transportation to be unsafe or inappropriate.
15. The AA shall not be required to undertake (or arrange) the repair or recovery of any Vehicle if, in the opinion of the AA, the Vehicle contains or carries Goods of a dangerous or hazardous nature and/or where the Vehicle bears, or should bear, a "Hazardchem" identification marker unless:
  - the permission of the AA Customer is expressly given for such repair or recovery; and
  - such repair or recovery is properly authorised (where required) by any statutory or other relevant body, and is not otherwise in contravention of any statute or regulation;
  - the AA Customer agrees to indemnify the AA from and against any loss or damage which may be suffered as a result of the repair of the Vehicle or the transportation of any such Goods; and
  - The AA agrees to provide such a service.
16. The AA shall not be under any obligation to repair or recover any Vehicle where, in the opinion of the AA, such repair or recovery cannot be undertaken without all or part of the Goods being removed. Upon the request of the AA Customer, the AA may be prepared to unload all or part of the Goods, the additional costs of such removal being for the account of the AA Customer.
17. If requested by the AA Customer, the AA may be prepared to make arrangements to transfer Goods to another Vehicle whether or not owned by the AA Customer, or, if the Vehicle is articulated, provide a

- suitable tractor to enable the trailer bearing the Goods to be moved. The provision of any such services shall be subject to separate contract.
18. Roadside repairs following an Incident are undertaken on an emergency repair basis. Any liability of the AA for any repairs carried out shall cease upon the Vehicle reaching its original intended destination (or any alternative destination if this is nearer to the location of the Incident). In regard to all Short Tows undertaken and all other Recovery/towing services provided all liability of the AA for the Vehicle and/or the Goods shall cease upon the Vehicle arriving at the destination of the Short Tow or other Recovery.
  19. The AA shall not be obliged to undertake (or arrange) the recovery of any Vehicle which the AA considers to bear an unduly wide, projecting, high, heavy or unusual load until such time as the AA has received from the AA Customer and/or the police details of a route by which the Vehicle may be moved without danger and/or without causing damage to roads, other property, the Vehicle, the Recovery Unit or the Goods, and the AA agrees to provide such service.
  20. AA Pay-For-Use assistance must not be used in place of regular servicing of the Vehicles registered. The AA will not carry out Vehicle servicing or Vehicle re-assembly - eg where this is required as a result of neglect or unsuccessful work on the Vehicle other than on the part of the AA or its agents.
  21. The AA reserves the right to refuse to provide any assistance services unless the driver is present with the Vehicle at the scene of the Incident, and/or is unable to be present at the time assistance arrives.
  22. While the AA seeks to meet the service needs of AA Customers at all times, its resources are finite and this may not always be possible. The AA shall not be liable for service failures 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 sub-contractors, theft malicious damage, strike, lock out or industrial action of any kind.
  23. The AA shall not, in any event, and the extent permitted by law, have any responsibility for any increased costs or expense, 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 any service provided (or failure to provide service), whether resulting from tort (including negligence or breach of statutory duty), breach of agreement or otherwise. For the avoidance of doubt, nothing in this clause of these Terms and Conditions shall exclude or restrict the AA's liability for negligence resulting in death or personal injury.
  24. AA representatives/agents are not in a position, and cannot be expected, to comment on the general safety or roadworthiness of a Vehicle after a breakdown or emergency repair. In addition, completion of an emergency repair cannot be taken to signify or in any way guarantee the general roadworthiness of the Vehicle concerned.
  25. Please note that, following a road traffic accident, or otherwise, it is and remains your responsibility to ensure that you properly comply with any requirements of your motor insurer in making a claim under your motor insurance policy.
  26. The AA reserves the right to refuse service where, in its reasonable opinion
    - (i) the Vehicle concerned was, immediately before the Incident, dangerous, overladen, or unroadworthy or
    - (ii) the provision of service would involve any breach of the law (including, but not limited to, any breach of road traffic regulations or health and safety provisions) or
    - (iii) or there has been an unreasonable delay in reporting the breakdown.Where service has been refused as a result of your Vehicle being deemed dangerous, overladen or unroadworthy, the AA will seek to arrange but will not pay, to have it removed to a repairer.
  27. The AA has the right, at any time, to refuse service to, or to refuse to arrange service for, any person otherwise entitled to assistance service under Fleet Rescue or Truck Rescue where it reasonably considers that they;
    - a) Or anyone accompanying any such person, is behaving or has behaved in a threatening or abusive manner to AA employees, patrols or agents, or to any third party contractor; or
    - b) Has falsely represented that they are entitled to services that they are not entitled to; or
    - c) Has assisted another person in accessing AA services to which they are not entitled; or
    - d) Owes the AA money with respect to any services, spare parts or other matters provided by the AA or by a third party on the AA's instruction.
  28. The AA shall have the right to cancel a Fleet Rescue or Truck Rescue account at any time:
    - a) where the AA is or has been entitled to refuse service with respect to such account under Clause 27; or
    - b) if any such assistance has been taken out by an individual in circumstance where (i) the AA was or is entitled, under sub paragraph a) of this clause, to cancel an existing or previous accounts under which that individual was entitled to service. No refund shall be due to the holder of the Fleet accounts concerned with regard to cancellation by the AA under sub paragraph a) of this clause. In the event that the AA cancels an account in accordance with sub-paragraph b) above, the AA shall, provided always that no service has been given in connection with the relevant account (in which case no refund shall be due), give You a pro rata refund, based on the unexpired service at cancellation, subject to a minimum administration charge of £30.

29. The AA may use agents/sub-contractors to perform all or any part of the services to be provided.
30. None of the Terms and Conditions, or benefits, of, or under, the Fleet Member's agreement with the AA are enforceable by any one other than the AA Customer. For the avoidance of doubt, and without limitation to the generality of the foregoing, any rights under the Contract (Rights or Third Parties) Act 1999, or any replacement thereof, are hereby excluded.
31. Any loss, damage or additional expense incurred by the AA as a result of incorrect information being given by the AA Customer will be passed on to the AA Customer for payment, and the AA Customer hereby agrees to make such payments.
32. If any term or condition as set out herein shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or condition or part shall to that extent be deemed not to form part of the agreement with the AA Customer but the validity and enforceability of the remainder of the terms and conditions shall not be affected.
33. The AA reserves the right to make changes to these Terms and Conditions on the giving of reasonable notice, where it reasonably considers it necessary to do so in order for the services it supplies to comply with any changes in the law or regulations applicable there to.
34. Nothing in these Terms and Conditions is intended to, or will, affect the statutory rights of AA Customers in any way that is not permitted by the applicable law.
35. Any dispute, difference, claim or question arising between an AA Customer and the AA concerning the supply of services under Fleet assistance shall (in the event that it cannot be resolved between the parties) be referred to the arbitration of a single arbitrator to be agreed by the parties or, in the absence of such agreement, to be appointed by the President for the time being of the Chartered Institute of Arbitrators. The costs of any such arbitration shall be awarded at the discretion of the Arbitrator and the award of such Arbitrator shall be final and binding. The arbitration shall be held in a mutually agreed location or in a location proposed by the Arbitrator in the event of any failure to agree.
36. AA service and/or assistance does not include the following
- routine maintenance and running repairs, such as radios, interior light bulbs, heated rear windows;
  - having your Vehicle stored or guarded in your absence
  - the provision of service to your Vehicle when it is on private property - e.g. garage premises, unless you can establish to the AA's satisfaction that you have the permission of the relevant owner or occupier
  - the provision of service or assistance to such number of persons as exceeds the number of seats which are fitted in the relevant immobilised Vehicle at the time of the breakdown, or to anyone who was not, at such time, travelling in such Vehicle.
37. If the AA Customer shall become;
- Bankrupt,
  - Insolvent, or it shall compound with its creditors or
  - In the event of any resolution being passed in regard to the liquidation of the AA Customer; or if an administrative receiver or manager is appointed over all or any part of the AA Customer's assets or undertakings, or it shall cease to trade or
  - If the AA Customer is in material or persistent breach of any of these Terms and Conditions the AA shall be entitled to cancel the contract with the AA Customer in whole or in part and also reserves the right to offset any monies owed to the AA Customer against any outstanding debt owed by the AA Customer to the AA.
38. Any failure by the AA to enforce or rely on any of the Terms on a particular occasion or occasions will not prevent the AA from subsequently relying on or enforcing them.
39. These Terms and Conditions shall be governed by and in accordance with the laws of England and Wales. Any amendments to such Terms and Conditions requested by the AA Customer will only be valid if agreed in writing by the AA. Any waiver by the AA of any of its rights hereunder shall not prevent any subsequent enforcement of any other rights. Any headings used herein are for convenience only and shall not affect the interpretation of these Terms and Conditions.
- D. Bonded Customers**
- The AA reserves the right to require an applicant ("a Bonded Customer") to make an immediate payment to the AA prior to the commencement of service, such payment to be held by the AA against any default by the Bonded Customer to make full payment for any services received. NB This right applies to applicants for both Fleet Rescue and Truck Rescue.
  - The Bonded Customer will be required to pay to the AA a bond for every Vehicle to be registered, as stated at the time of application (or any amendment thereto).
  - The bond will be repaid to the Bonded Customer in full:
    - If the Bonded Customer decides to cancel its Fleet assistance at any time, provided there are no outstanding sums payable (subject to the AA's right to make an appropriate deduction in the sum of a cancellation fee for administration costs)
    - At the discretion of the AA, once the account has become well established, (which shall not be less than 12 months from the date of application).
  - Any interest accrued on the Bond shall be retained by the AA.
  - If the account of the Bonded Customer becomes overdue at any time during the period of service, the AA reserves the right to use the Bond (or part thereof) as payment or part-payment of that account.

6. The Bonded Customer shall be entitled to receive all the services offered by the AA in accordance with the relevant terms and conditions of service.

**E. Accounts and Payments**

1. The AA Customer shall be liable to pay the AA for the services supplied at the rates set out in the Tariffs and for any other costs applicable to the services supplied. The AA Customer shall make all such payments to the AA within 30 days of the date of the relevant invoice. If you fail to make any payment to the AA when it is due and there is no genuine dispute between you and the AA as to the amount outstanding, then without prejudice to any other right or remedy available to the AA, the AA shall be entitled to suspend any further services to you or charge you all reasonable costs and expenses involved in collecting the overdue payment. This may involve legal proceedings and using debt collection agencies together with interest (both before and after any judgement) on the amount unpaid at a rate of 2% above the official dealing rate of the Bank of England (the base rate) until payment in full is made (interest to be calculated on a daily basis). This provision is made in accordance with the late Payment of Commercial Debts (Interest) Act 1998.
2. If, in the opinion of the AA, it appears likely that the charges payable for the provision of any services under Fleet assistance will exceed the sum of £500+VAT, the AA Customer agrees to pay to the AA, upon request, such sum as shall be specified by the AA as an appropriate advance on payment. Should the AA Customer refuse or neglect to make such payment, then the AA may decline to provide service, but in the event that service is provided, any such refusal or neglect of the AA Customer shall not prejudice the AA's right to recover all sums due and owing in regard to the provision of such service.
3. The AA Customer must notify the AA in writing of any queries in regard to any invoice received within 14 days of the date of its receipt by the AA Customer. In the absence of any such query within the said 14-day period, the invoice will be deemed to be accepted. Invoice queries should be sent to Customer Services Department, AA Business Services, Swallowfield One, Wolverhampton Road, Oldbury B69 2AG.
4. The AA may refuse service to, or refuse to arrange service to any call out where it reasonably considers that the customer owes the AA money with respect to any services, spare parts or other matters provided by the AA or a third party on the AA's instruction.
5. The AA Customer agrees that in the event that it has queried any invoice, this shall not permit the AA Customer to withhold payment of all or part of any monies due for payment under any other invoice or invoices.

**AA Company Details**

Automobile Association Developments Limited.  
Registered Office: Fanum House, Basing View,  
Basingstoke, RG21 4EA. Company registered in England  
and Wales number 1878835. Information, including a  
copy of the terms and conditions, is available in large  
print, Braille or cassette on request. Please call us on  
0800 262 050 for details. Deaf or hard of hearing  
customers who have a textphone, can contact us on  
0800 3282810.