



# *Your Car Service*

For when you need experts at hand

Platform Terms and Conditions

# Your Car Service Terms and Conditions

By using AA Service for a workshop booking you confirm that you both understand these Terms and Conditions and that you agree to abide by them.

This document supersedes Workshop Booking Terms and Conditions listed on all previously dated documents.

Please read the Terms carefully and if you do not accept the Terms, do not use The AA.

We may need to change the Terms from time to time for a number of reasons (including to comply with applicable laws and regulations, and regulatory requirements). Any minor or insubstantial changes may be made at any time

and you are advised to review the Terms on a regular basis. The most up to date Terms will be available on our Website. All major changes will be notified to you in advance of such changes taking effect. If any change is unacceptable to you, you should cease using The AA. If, however, you continue to use The AA after the date on which the changes to the Terms come into effect, you will be deemed to have accepted those changes.

Reference to “you”, “your” or “customer” is reference to any person using The AA or the services of The AA or any registered member of The AA.

## Personal details

All activity on our website is logged and monitored in order to help us keep your personal information safe and secure. The AA fully complies with the General Data Protection Regulation (the GDPR).

By using The AA website and services you agree that we can share your data with our subsidiaries, relevant contactors and agents.

By using our website you agree to the collection, use and transfer of the information you provide to us in conjunction with the terms of our Privacy policy. A full copy of our Privacy Policy can be found on our website.

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## 1. Interpretation

### 1.1 In these Conditions:

“AA Approved Service Centre Network” means the network of quality Approved Service Centres;

“Booking” means a booking for Vehicle Services at an Approved Service Centre;

“Conditions” means the terms and conditions as set out in this document;

“Intellectual Property” means all intellectual and industrial property rights including, without limitation, inventions, know-how, patents, utility models, proprietary information, confidential information, rights in technologies, brand names, logos, rights in designs, copyright, database rights and rights in computer software, domain names, business names, trade marks, service marks and any other intellectual property rights whether registered or unregistered and existing now or in the future.

“Approved Service Centre” means a service centre which has been approved for membership of the AA Approved Service Centre Network by AA

Ireland and with which you can make a Booking on the Platform;

“Approved Service Centre Terms and Conditions” means an Approved Service Centre’s terms and conditions for the provision of Vehicle Services;

“Platform” means the AA Ireland online booking platform that can be used to make a Booking; and

“Vehicle Services” means the vehicle services provided by an Approved Service Centre, including but not limited to car servicing, repairs, maintenance, and related customer services.

## 2. Introduction

- 2.1 AA Ireland operates the Platform which allows you make a Booking with your chosen Approved Service Centre. Please read these Conditions carefully before using the Platform.
- 2.2 Please note that if you make a Booking, your contract for the provision of the Vehicle Services will be directly with the Approved Service Centre and the Approved Service Centre Terms and Conditions will apply to your receipt of the Vehicle

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Services. You acknowledge and agree that:

- (a) we act as agent for the Approved Service Centre;
- (b) we do not act as your agent; and
- (c) we have no responsibility or liability for the provision of Vehicle Services by an Approved Service Centre.

## 3. Information about us

3.1 AA Ireland Limited (company no. 389194) is a private limited company, registered in Ireland (referred to as “AA Ireland”, “we”, “us” and “our”).

3.2 If you wish to contact us, please email: [smr@theAA.ie](mailto:smr@theAA.ie)

## 4. Intellectual Property and Authorised Use

4.1 All Intellectual Property in the Platform, including the design of such, are the valuable and exclusive property of AA Ireland (or its licensors, where applicable), and nothing in these Conditions shall be construed as transferring or assigning any such ownership rights or any other interest in such rights to you or any other person or entity, except where otherwise stated

4.2 You agree that you shall:

- (a) not access or use the Platform to create a competitor product or service;
- (b) not submit data to the Platform which you know to be inaccurate, incomplete or false;
- (c) not attempt to reverse engineer, modify, make derivative works of or disassemble the Platform or any part thereof;
- (d) not misuse the Platform by knowingly or recklessly introducing viruses, trojans, worms, logic bombs or other material which is malicious or harmful;
- (e) not carry out any form of network monitoring or intercept any communications transmitted in connection with the Platform;
- (f) not attack the Platform via a denial-of-service attack or a distributed denial-of-service attack; and
- (g) not use the Platform to harvest or otherwise collect by any means data, program material or any other information whatsoever (including without limitation, email addresses and personal data of users).

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## 5. Communication with Approved Service Centres

5.1 If you make a Booking with an Approved Service Centre using this Platform, you agree that all communication between you and that Approved Service Centre shall be through this Platform. This includes, but is not limited to, communications to:

- (a) cancel or amend a Booking; and
- (b) discuss the required Vehicle Services and/or additional Vehicle Services recommended by the Approved Service Centre.

## 6. Payments

- 6.1 No fees are payable by you to AA Ireland for your use of the Platform.
- 6.2 You acknowledge and agree that any payments made by you to an Approved Service Centre in relation to a Booking, including fees for any Vehicle Services, shall be made through this Platform.
- 6.3 Before making a Booking on the Platform, you will be provided with details of the fee that will apply for the Vehicle Services that you would like the selected Approved Service Centre to provide. If you are happy with the fee for the Vehicle Services, you will be asked to provide your payment card details.

6.4 Payment will be taken from the payment card details which you have provided on the day on which you bring your vehicle to the selected Approved Service Centre for the Vehicle Services. AA Ireland will use a third party payment processor to process the payment from your card.

## 7. Changes to the Platform

7.1 AA Ireland (and/or its respective suppliers) may, without notice to you, make improvements and/or changes to the Platform or any part thereof. This means that we may add or remove temporarily or permanently certain content, features or other functionality of the Platform or the services offered thereon. AA Ireland shall not be liable to you or any third party for any changes to the Platform or its offering. Any changes shall also be subject to these Conditions. If you are not happy with such changes, you can cease using the Platform.

## 8. Errors and unavailability

8.1 While AA Ireland takes reasonable efforts to ensure that the information displayed on the Platform is accurate, it depends on other parties (including the Approved Service Centre network) to provide it with accurate and complete information in

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relation to their service offering. The Platform may contain errors, inaccuracies and omissions. AA Ireland does not guarantee the accuracy, completeness, reliability or currency of the content and information published thereon. AA Ireland reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without notice but does not accept any liability for any failure to do so.

8.2 The Platform may be temporarily unavailable from time to time for various reasons including, without limitation, due to required maintenance, telecommunications interruptions, or other disruptions. As such, access to the Platform is provided on an “as is” and “as available” basis and without warranties of any kind whatsoever. AA Ireland will not be liable if for any reason the Platform or any part thereof is unavailable at any time.

## 9. Security of communications over the Internet

9.1 Whilst AA Ireland has taken all reasonable security precautions, the nature of communication via the internet and other electronic means is such that we cannot guarantee the privacy or confidentiality of any information relating to you passing by such methods. In making bookings, you accept that

communications may not be free from interference by third parties and may not remain confidential.

## 10. Third party content and links to third party websites

10.1 The Platform may contain content provided by third parties and links to websites owned or operated by parties other than us (e.g. Approved Service Centre websites). Such content and links are provided for your convenience only. We do not monitor or control such content or websites. The inclusion of such content or links to an outside website does not imply any endorsement of the material unless expressly disclosed otherwise, any sponsorship, affiliation or association with its owner, operator or sponsor.

## 11. Suspension and Termination

11.1 AA Ireland reserves the right, in its sole discretion and for any reason, to suspend or terminate your account on the Platform. Without prejudice to the foregoing, the following may lead to suspension or termination of your account:

- (a) a material or persistent breach of these Conditions;
- (b) any suspected or actual improper use of the Platform;

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- (c) where your actions bring AA Ireland into disrepute, conflict or might otherwise damage its reputation;
- (d) extended periods of inactivity; or
- (e) a written request from you to suspend or terminate your account.

## 12. Liability

### ***Important - Please read this section carefully as it addresses our liability to you***

- 12.1 Nothing in this agreement shall limit AA Ireland's obligations or liability to you where this is prohibited by law.
- 12.2 Subject to clause 12.1, AA Ireland shall not in any event be liable for:
- (a) your inability to access the Platform or make Bookings where this is beyond our reasonable control, or any inconvenience arising from such;
  - (b) the conduct of any third party including an Approved Service Centre or any decision taken arising from Vehicle Services they may provide to you;

- (c) loss of data you may provide to the Platform, beyond our reasonable control;
- (d) loss of use or damage to any device or other property, beyond our reasonable control;
- (e) any delay or service interruption to the Platform, beyond our reasonable control.

12.3 If you are not accessing the Platform in the capacity of a consumer (i.e. you are accessing the Platform in the course of your trade, business, craft or profession), AA Ireland shall in addition not in any event be liable for:

- (a) loss of profits or revenue or depletion of goodwill, reputation or business opportunities;
- (b) any special, incidental, indirect or consequential damages including damages or costs incurred;

12.4 AA Ireland makes no warranty or representation in relation to any Approved Service Centre or any Vehicle Services offered or provided by any Approved Service Centre.

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## 13. General

- 13.1 AA Ireland may vary these Conditions from time to time. Such varied Conditions will only apply to your use of the Platform from the date that they are made available.
- 13.2 These Conditions are personal to you and may not be assigned to any person. AA Ireland may assign and sub-contract its rights and obligations under these Conditions, provided that in doing so it will not affect your protections under this Agreement.
- 13.3 AA Ireland's failure to enforce at any time or for any period any one or more of the terms in these Conditions shall not be construed as a waiver of them or the rights attaching to any of them.
- 13.4 If any provision of these Conditions is held to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 13.5 These Conditions shall be governed by the laws of Ireland and subject to the jurisdiction of the courts of Ireland.