

Terms & Conditions

Terms and Conditions for Green Flag Smart Service Membership as provided by Hollyfield Roadserve Limited.

1. THESE TERMS

- 1.1 **What are these terms for.** These terms and conditions shall form the basis of the contract between you and us. All other terms and conditions are not applicable to your dealings with us.
- 1.2 **What these terms cover.** These are the terms and conditions on which we provide access to managed vehicle services, which includes vehicle servicing, repairs, and MOT testing as well as other vehicle related services. We shall refer to these services in these terms and conditions as **the Services** throughout.
- 1.3 **What these terms do not cover.** The Services do not include and these terms do not cover the actual vehicle servicing, repairs and MOT testing or other vehicle related services ("the Work"). The Work is provided to you by a member of our network of garages.
- 1.4 **Why you should read them.** Please read these terms and conditions carefully before you submit your booking to us. These terms tell you who we are, how we will provide the Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Hollyfield Roadserve Limited a company registered in England and Wales. Our company registration number is 07219261 and our registered office is at Ventura House, Ventura Park Road, Tamworth, Staffordshire, B78 3HL.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team on 0330 3337 104 or by writing to us by email at customerservices@roadserve.co.uk or by post at Financial House, Midland Drive, Sutton Coldfield, West Midlands, B72 1TU.

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your booking information.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. **YOUR STATUS**

3.1 **Your requirements.** In order to use our Services, you must be over the age of 18 years old, legally capable of entering into contracts and either be the owner of the Vehicle, or be authorised by the owner of the Vehicle to place a booking. You must also be the person named in the membership documentation.

4. **YOUR VEHICLE**

4.1 **Your Vehicle.** Your vehicle is the vehicle which you elected and named in the membership documentation, at the time of registration.

4.2 **Vehicle Eligibility.** In order for your vehicle to be eligible for membership, it must be a car, pickup, van, or minibus, with no more than a maximum gross vehicle weight of 3,500kg.

4.3 **Changing your Vehicle.** Your vehicle will be changed automatically when you make amendments to your Breakdown policy. The portal may take up to 7 days to update. Please call us if you require services within this period.

4.4 **Our rights.** We reserve the right not to accept any vehicle you have de-registered and wish to register again, in any one year of membership. It is advisable for you to contact us first if you are thinking of changing your vehicle and we will discuss the details with you.

5. **OUR CONTRACT WITH YOU**

5.1 **How we will accept your online booking.** Our acceptance of your online booking for each time you request Services to be carried out to your Vehicle, will take place when we email you, or otherwise contact you to accept it.

5.2 **If we cannot accept your online booking.** If we are unable to accept your online booking, we will inform you of this. This might be because of any

number of reasons outside of our control, or because we are unable to meet any timeframe or work you have specified.

5.3 **Your booking reference number.** We will assign a booking reference number to your booking each time and tell you what it is when we accept your booking. It will help us if you can tell us the booking reference number whenever you contact us about your online booking.

5.4 **We only sell to the UK.** Our website is solely for the use of our Services in the UK. Unfortunately, we do not accept bookings from, or provide Services to addresses outside the UK.

6. **OUR MEMBERSHIP SERVICES**

6.1 **What does membership include.** Your membership includes access and introduction to discounted servicing, maintenance, repairs, MOT testing and other vehicle related services for your Vehicle, which we will arrange at one of our garages.

6.2 **What does membership exclude.** Your membership does not include the Work or the cost of any Work undertaken by any of the garages which we introduce you to. You are to pay for all Work and related products used by the garage in carrying out the Work, yourself.

6.3 **The Garage.** We offer a wide range of garages to choose from in mainland United Kingdom and Northern Ireland. A list of all of the garages in our network is provided on our website, and it is only those garages through which we will offer the Services.

6.4 **Duration of Membership.** Your membership will be in force until your Breakdown policy ends or you or we cancel it in accordance with these terms and conditions. If you renew your policy, your membership will remain in force unless you choose to cancel the membership.

6.5 **Courtesy Vehicles.** The garage may offer you a courtesy vehicle whilst Work is carried out to your vehicle, if the garage you have chosen offers this service. You will be subject to the individual terms and conditions of the garage offering the courtesy vehicle and it is your obligation to check those terms and conditions. The courtesy vehicle will be your responsibility whilst it is in your possession and you will be responsible for the costs of any damage to it.

6.6 **Courtesy collection and delivery service.** You may be able to use a courtesy collection or delivery service, if it is offered by the garage you have chosen. This will be subject to the availability and commitments of the garage and we will not be obliged to provide this service in place of the garage you have chosen.

7. QUOTATIONS AND ESTIMATES

7.1 **Providing a quotation.** When you make a booking for the Work, we will go to your chosen garage and obtain a quotation to do the Work on your vehicle. We will provide this estimate to you and the price stated in the estimate will be valid for 14 days from the date we provide it to you.

7.2 **Approval of the quotation.** You will need to approve the estimate in order for the Work to commence.

7.3 **Changing a quotation.** We have the right to change the estimate if the garage notifies us that additional or more complex Work is required to your vehicle than initially agreed or if the costs of the parts required to complete the Work to your vehicle have increased.

7.4 **Additional Work.** We will not authorise the garage to do any additional Work on your vehicle or to obtain or fit any additional parts, unless we have obtained your verbal or written authorisation to proceed.

7.5 **Additional products.** If the garage ascertains that special products need to be supplied to complete the Work on your vehicle (for example, to include but not be limited to: synthetic oil, platinum or multi-electrode spark plugs or other specialised products) we will seek your verbal or written authority to proceed, before the Work is authorised on your vehicle.

8. PRICE AND PAYMENT

8.1 **We will pass on changes in the rate of VAT.** VAT is applicable on all of the charges. If the rate of VAT changes between your booking date and the date the Work is carried out, we will adjust the rate of VAT that you pay, unless you have already paid for the Work in full before the change in the rate of VAT takes effect.

8.2 **How you must pay.** We accept payment with a valid debit card or credit card.

- 8.3 **Payment for our Services.** The total payment due for the Work carried out on your vehicle at the garage will include our administration fee of 6% of the value of the invoice, provided that you have saved more than 6% on the costs of the Work. This is the fee for our Services and it will attract VAT and will be payable when the garage has completed the Work on your vehicle.
- 8.4 **Retention of your vehicle.** We shall not authorise the garage to release your vehicle to you, until we have received payment in full for the Services and all Work undertaken to your vehicle.
- 8.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 8.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we may charge you interest on correctly invoiced sums.

9. **YOUR RIGHT TO MAKE CHANGES TO YOUR BOOKING**

If you wish to make a change to any booking you have made, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price or timing of the Work to be carried out, or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 11 - **Your rights to end the contract**).

10. **OUR RIGHT TO MAKE CHANGES TO YOUR BOOKING**

- 10.1 **Minor changes to the Services or the Work.** We may change the Services or the Work we have agreed with you, to reflect any changes in relevant laws and regulatory requirements, as are necessary. We agree that this will not affect the quality of the Services or the Work you are offered. If the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 11 – **Your rights to end the contract**).

10.2 **More significant changes to your booking.** In addition, as we informed you on our website, we may make more significant changes to these terms, the Work or the Services, but if we do so, we will notify you and you may then either contact us to end the contract before the changes take effect **or** you can approve the changes proposed and we can proceed as before.

11. **YOUR RIGHTS TO END THE CONTRACT OR THE BOOKING**

11.1 **You can always end your contract with us for the Services at any time and for any reason.** Your rights in relation to cancelling a booking will depend on when you decide to end the booking.

11.2 **How long do I have to change my mind about a booking?** Under the Consumer Contracts Regulations 2013, you will have 14 days 'cooling off period' after the day we email you to confirm we accept your booking. No Work will be started on your vehicle until the 'cooling off period' has expired, unless you request an earlier date for the Work to be carried out.

11.3 **When you don't have the right to change your mind.** If you have requested that the Work commence within the 'cooling off period' and Work has started on your vehicle during that time, then you do not have a right to change your mind in respect of the Work once the Work has been carried out to your vehicle, even if the 'cooling off period' is still running. You will be required to pay for Work carried out on your vehicle and for any parts fitted to it and we shall charge your for our Services

11.4 **Ending a booking after the 'cooling off period'** If you cancel a booking after the cooling off period, you will be required to pay for Work carried out on your vehicle and for any parts fitted to it and we shall charge your for our Services.

12. **HOW TO END THE CONTRACT OR A BOOKING WITH US**

12.1 **Tell us you want to end the contract or a booking.** To end the contract or a booking with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 0330 3337 104 or by writing to us by email at customerservices@roadserve.co.uk Please provide your name, home address, details of the booking (where applicable) and, where available, your phone number and email address; or
- (b) **By post.** Write to us, enclosing the attached form, at Financial House, Midland Drive, Sutton Coldfield, B72 1TU, including details of your

booking reference number (where applicable), when you booked and your name and address.

12.2 **How we will refund you.** If there is any refund due to you at any time, then we will return the money to you by the method you used for payment.

12.3 **When your refund will be made.** We will make any refunds due to you as soon as possible.

13. **OUR RIGHTS TO END THE CONTRACT**

13.1 **We may end the contract if you break it.** We may end the contract for any Services at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due; or
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services or arrange the Work.

13.2 **We may end the contract at any time.** We may end the contract for the Services at any time by 30 days notice in writing to you, provided that we will continue to arrange any Work that has already been agreed to be provided.

13.3 **You must compensate us if you break the contract.** If we end the contract with you, we will refund any money you have paid in advance for the Services we have not provided, but we may deduct or charge you as compensation for the net costs we incur as a result of your breaking the contract.

14. **OUR GUARANTEE TO YOU**

14.1 **Our guarantee.** We will provide you with our guarantee against any defective goods used in the Work undertaken to your vehicle, or in respect of the Work carried out on your vehicle for 12,000 miles or a period of 12 months from the date of completion of the Works, whichever comes first. This is in addition to your Statutory rights relating to defective goods or service.

14.2 **When our guarantee will not apply.** Our guarantee will not apply if you:

- (a) fail to comply with your vehicle manufacturers operating instructions, or fail to have the vehicle serviced in accordance with the manufacturers recommended schedule;
- (b) fail to comply with any operating instructions or notices or information provided by us, or the garage undertaking the Work, to your vehicle;
- (c) subject the vehicle to conditions in excess of normal wear and tear caused by standard road use;
- (d) use the vehicle for racing, rallying or off roading;
- (e) travel more than 12,000 miles in any one year following completion of the works;
- (f) fail to advise us of any defect promptly upon discovery; or
- (g) fail to allow us, or our designated garage, to examine, inspect or remedy the defect.

14.3 **Advising us of a problem.** You should contact us if there is a problem and not the garage who has undertaken the Work for you. We will attempt to deal with the defect to your satisfaction, where possible, in a location close to you.

15. **IF THERE IS A PROBLEM WITH THE SERVICES**

15.1 **How to tell us about problems.** If you have any questions or complaints about the Services or the Work, please contact us. You can telephone our customer service team at 0330 3337 104 or by writing to us by email at customerservices@roadserve.co.uk or at Financial House, Midland Drive, Sutton Coldfield, B72 1TU.

15.2 **Summary of your legal rights.** We are under a legal duty to supply Services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the Services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If you have purchased **Services**, for example, the Consumer Rights Act 2015

says:

- 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.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

16. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

16.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill in providing the Services, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the booking process.

16.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or for fraud or fraudulent misrepresentation; or for any other purposes under the Consumer Protection Act 1987

16.3 **We are not liable for business losses.** We only supply the Services to your domestic and private vehicle. If you use the Services for any commercial or business vehicles, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16.4 **We are not liable for the Work.** The Work is the responsibility of the garage. However this does not limit your rights under clause 14 – **Our guarantee to you** or clause 15 – **If there is a problem with the services.**

17. **OTHER IMPORTANT TERMS**

17.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer

will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end your membership contract with us.

- 17.2 **Nobody else has any rights under this contract** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 17.3 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.4 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 17.5 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

CANCELLATION NOTICE

If you wish to cancel the contract in accordance with your rights to cancel you MUST INFORM US BY MAKING A CLEAR STATEMENT (e.g. a letter delivered personally, sent by post or e-mail) to us. You may use this form if you want to but you do not have to.

(Complete and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT).

TO: **HOLLYFIELD ROADSERVE LIMITED** trading address, Financial House, Midland Drive, Sutton Coldfield, West Midlands, B72 1TU telephone number 0330 3337 104 or by writing to us by email at customerservices@roadserve.co.uk

I/We (delete as appropriate) hereby give notice that I/We (delete as appropriate) cancel my/our (delete as appropriate) membership.

Booking reference number (if applicable): _____

Signed:

Name and Address:

Date:

_____/_____/_____